

Cortina Community Services District  
P.O. Box 43  
Arbuckle, CA 95912

Rod Bradford, Chairman  
Karen Gage, Secretary  
Darrell Davis, Director  
Dolores Gomez, Director  
Open, Director

**AGENDA**  
**Special Meeting of the Board of Directors Meeting**  
**TUESDAY SEPTEMBER 15, 2020 – 6:00 P.M.**  
**Arbuckle Golf Course**  
5918 Hillgate Rd, Arbuckle, CA 95912  
September 15, 2020 at 6 pm

1. CALL TO ORDER AND ESTABLISH QUORUM:  
Cortina CSD Board Roll Call: President: Bradford\_\_\_\_\_ Members: Gage\_\_\_\_\_  
Davis\_\_\_\_\_ Gomez \_\_\_\_\_ Vacant\_\_\_\_\_
2. INQUIRE REGARDING ANY SPECIAL NEEDS
3. PLEDGE OF ALLEGIANCE:
4. CHANGES TO ORDER OF AGENDA
5. PUBLIC COMMENTS: *(Each speaker is limited to two minutes)*  
*Members of the public are appreciated for taking the time to attend this meeting and provide comments on matters of District business. Any member of the public may address the Board relating to any matter within the District's jurisdiction. This need not be related to any item on the agenda; however, the Board with cannot act on an item unless it was noticed on the agenda*
6. CONSENT CALENDAR:  
*Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the Board, Staff or a member of the Public requests specific items be set aside for separate discussion.*
  - a) Approval of Minutes: Regular Meeting August 24, 2020
  - b) Ratification of Disbursements: Through August 31, 2020
  - c) Approve Payables for September 2020
  - d) Review Financials for August
7. DISCUSSION / REPORTS: ACTION ITEMS:
  - a.) Discuss vacant seat that will require recommendation letter be submitted to Rose Gallo-Vasquez no later than October 1, 2020
  - b.) Approve Resolution 20-21-03 appointing Karl Drexel as the contact/point person for the Wildan project and authorizing the GM to approve all amendments.
  - c.) Review and Discuss Resolution 20-21-04 the Willdan Proposal for Construction Management services – Possible Action
  - d.) Discuss Botanica issues and landscaping plans for Hillgate and Duke
8. STAFF AND DIRECTORS' REPORTS:
9. ADJOURNMENT:

Meeting agendas and written materials supporting agenda items, if produced, can be received by the public for free in advance of the meeting by any of the following options:

  - A paper copy mailed pursuant to a written request and payment of associated mailing fees
  - An electronic copy received by email. Note – if you would like electronic copies please email the board at [ArbuckleCCSD@gmail.com](mailto:ArbuckleCCSD@gmail.com) prior to the Board meeting
  - On the CSD Website on the Friday proceeding each regular meeting date. A limited amount of meeting materials will also be available at the meeting.

Americans with Disabilities Act Compliance: If you require special assistance to participate in Board Meetings, please contact the board at [ArbuckleCCSD@gmail.com](mailto:ArbuckleCCSD@gmail.com). Advance notification will enable the District to make reasonable arrangements to insure accessibility.

The next Cortina CSD Board Meeting Meeting is scheduled to be held on October 26, 2020 at 6:00 p.m. at Arbuckle Golf Course.

# CONSENT CALENDAR

**Cortina Community Services District**  
P.O. Box 43  
Arbuckle, CA 95912

**DIRECTORS**  
Rod Bradford, Chair  
Darrell Davis, Vice-chair  
Karen Gage, Secretary  
Dolores Gomez, Director  
Open, Director

## Regular Meeting of the Board of Directors

Arbuckle Golf Course  
5918 Hillgate Rd., Arbuckle, CA 95912  
July 27, 2020 at 6:00 pm

### Minutes

1. CALL TO ORDER – 6:00 pm
2. ROLL CALL – Present were board members Rod Bradford, Karen Gage, Dolores Gomez, and Darrell Davis. Peter Rei attended as a representative of Wildan Engineering. Karl Drexler of KManagement, LLC was present via phone. Community members Fernando Tapia, Stacie Velazquez, Benjamin Gutierrez, and Josefa Gutierrez were also in attendance.
3. PLEDGE OF ALLEGIANCE
4. CHANGES TO ORDER OF AGENDA - None
5. PUBLIC COMMENT
6. CONSENT CALENDAR
  - a) Approval of bills and claims received through August 24, 2020.
  - b) Receipt and filing of the financial/budget reports through July 2020.
  - c) Approval of the minutes of the Regular Meeting of July 27, 2020.

Motion made by:	Dolores Gomez	Motion seconded by:	Karen Gage
Ayes:	Rod Bradford, Dolores Gomez, Karen Gage, Darrell Davis	Noes:	None
Abstained:	None	Absent	None

### 7. DISCUSSION AND ACTION ITEMS

- d) Peter Rei from Wildan presented plans and answered questions for the road maintenance project within the district.
- e) Introduced Karl Drexler of KManagement, LLC as our potential general manager. The board approved resolution 2020-02, appointing Karl as our new general manager.

Motion made by:	Karen Gage	Motion seconded by:	Dolores Gomez
Ayes:	Rod Bradford, Dolores Gomez, Karen Gage, Darrell Davis	Noes:	None
Abstained:	None	Absent	None

### 8. STAFF AND DIRECTORS REPORTS - None

9. ADJOURNMENT 7:28 pm - Next meeting will be a Special Meeting to be held on September 15, 2020 at 6 pm at the Arbuckle Golf Course

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- An electronic copy received by email. Note – if you would like electronic copies please email the board at [ArbuckleCCSD@gmail.com](mailto:ArbuckleCCSD@gmail.com) prior to the Board meeting
- On the CSD Website on the Friday proceeding each regular meeting date <https://cortinacsd.specialdistrict.org/>
- A limited amount of meeting materials will also be available at the meeting

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SPI  
DATE: 09/10/2020  
TIME: 10:47:07

COLUSA COUNTY, CA  
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 1  
STATMN11

SELECTION CRITERIA: genledgr.fund between '03511' and '03513'  
ACCOUNTING PERIOD: 2/21

FUND - 03511 - CRTINA CSD RED RNCH ZN2

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
10100	CASH IN TREASURY	528,917.04	
11109	GAIN/LOSS INVEST-MARKT VL	87.27	
	TOTAL CASH IN TREASURY	529,004.31	.00
	TOTAL ASSETS	529,004.31	.00
31960	FUND BALANCE-UNRESERVED		542,254.09
	TOTAL FUND BALANCE-UNRESERVED	.00	542,254.09
	TOTAL CONTROL ACCOUNTS	13,580.78	331.00
	TOTAL EQUITIES	13,580.78	542,585.09
	TOTAL CRTINA CSD RED RNCH ZN2	542,585.09	542,585.09

SPI  
DATE: 09/10/2020  
TIME: 10:47:07

COLUSA COUNTY, CA  
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 2  
STATMN11

SELECTION CRITERIA: genledgr.fund between '03511' and '03513'  
ACCOUNTING PERIOD: 2/21

FUND - 03512 - CRTINA CSD RVR GLN ZN3

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
10100	CASH IN TREASURY	283,215.62	
11109	GAIN/LOSS INVEST-MARKT VL	48.62	
	TOTAL CASH IN TREASURY	283,264.24	.00
	TOTAL ASSETS	283,264.24	.00
31960	FUND BALANCE-UNRESERVED		286,957.00
	TOTAL FUND BALANCE-UNRESERVED	.00	286,957.00
	TOTAL CONTROL ACCOUNTS	4,055.42	362.66
	TOTAL EQUITIES	4,055.42	287,319.66
	TOTAL CRTINA CSD RVR GLN ZN3	287,319.66	287,319.66

SPI  
DATE: 09/10/2020  
TIME: 10:47:07

COLUSA COUNTY, CA  
PRINT BALANCE SHEETS BY FUND

PAGE NUMBER: 3  
STATMN11

SELECTION CRITERIA: genledgr.fund between '03511' and '03513'  
ACCOUNTING PERIOD: 2/21

FUND - 03513 - CRTINA CSD WILDWD ES ZN4

ACCOUNT - - - - -	TITLE - - - - -	DEBITS	CREDITS
10100	CASH IN TREASURY	20,978.18	
11109	GAIN/LOSS INVEST-MARKT VL	4.74	
TOTAL CASH IN TREASURY		20,982.92	.00
TOTAL ASSETS		20,982.92	.00
31960	FUND BALANCE-UNRESERVED		23,409.65
TOTAL FUND BALANCE-UNRESERVED		.00	23,409.65
TOTAL CONTROL ACCOUNTS		2,615.23	188.50
TOTAL EQUITIES		2,615.23	23,598.15
TOTAL CRTINA CSD WILDWD ES ZN4		23,598.15	23,598.15
TOTAL REPORT		853,502.90	853,502.90

SPI  
 DATE: 09/10/2020  
 TIME: 10:46:43

COLUSA COUNTY, CA  
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1  
 AUDIT21

SELECTION CRITERIA: orgn.fund between '03511' and '03513'  
 ACCOUNTING PERIOD: 2/21

SORTED BY: FUND,ACCOUNT

TOTALED ON: FUND

PAGE BREAKS ON: FUND

FUND - 03511 - CRTINA CSD RED RNCH ZN2  
 DEPARTMENT - 03511 - CRTINA CSD RED RNCH ZN2

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
03511-06 - CRTINA CSD RED RNCH ZN2										
53180						.00	.00	.00	BEGINNING BALANCE	
	08/06/20	21-2		403432	1023360 NBS		20.46	.00	620000142 07/22/20	
	08/06/20	21-2		403435	1023191 STREAMLINE		33.00	.00	106134 07/22/20	
	08/06/20	21-2		403435	1023191 STREAMLINE		33.00	.00	105637 06/22/20	
	08/06/20	21-2		403431	1024075 MALOOK LAW GROUP		330.00	.00	5442-1 19300 06/30/20	
	08/06/20	21-2		403431	1024075 MALOOK LAW GROUP		330.00	.00	5442-1 19183 05/29/20	
	08/06/20	21-2		403421	1017838 BOTANICA LANDSCA		717.76	.00	45293 06/26/20	
	08/06/20	21-2		403421	1017838 BOTANICA LANDSCA		2,236.00	.00	45097 06/25/20	
	08/06/20	21-2		403441	1023192 WILLDAN ENGINEER		7,258.22	.00	00332204 4/28/20	
TOTAL				PROF/SPECIALIZED SERVICES		.00	10,958.44	.00		-10,958.44
53229 INDIRECT OVERHEAD COSTS										
	08/01/20	19-2		020046		.00	165.50	.00	BEGINNING BALANCE	
	08/01/20	19-2		020047			165.50		AUG 2020 A87 CHRGS	
	08/01/20	19-2		020047R			-165.50		AUG 20 GF REIMB A87 CHRGS	
TOTAL				INDIRECT OVERHEAD COSTS		.00	331.00	.00	REVERSE JE020047	-331.00
53260 UTILITIES										
	08/06/20	21-2		403433	47035 P G & E	.00	.00	.00	BEGINNING BALANCE	
	08/06/20	21-2		403418	2655 ARBUCKLE PUBLIC		9.53	.00	5777187996-2 06/25/20	
	08/06/20	21-2		403433	47035 P G & E		234.77	.00	115061 06/01/20	
TOTAL				UTILITIES		.00	423.44	.00	0567425016-1 06/25/20	-667.74
TOTAL FUND - CRTINA CSD RED RNCH ZN2						.00	11,957.18	.00		-11,957.18

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SPI  
 DATE: 09/10/2020  
 TIME: 10:46:43

COLUSA COUNTY, CA  
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 2  
 AUDIT21

SELECTION CRITERIA: orgn.fund between '03511' and '03513'  
 ACCOUNTING PERIOD: 2/21

SORTED BY: FUND,ACCOUNT

TOTALED ON: FUND

PAGE BREAKS ON: FUND

FUND - 03512 - CRTINA CSD RVR GLN ZN3  
 DEPARTMENT - 03512 - CRTINA CSD RVR GLN ZN3

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
03512-06 - CRTINA CSD RVR GLN ZN3										
53180						.00	.00	.00	BEGINNING BALANCE	
	08/06/20	21-2		403432	1023360 NBS		5.58	.00	620000142 07/22/20	
	08/06/20	21-2		403435	1023191 STREAMLINE		9.00	.00	106134 07/22/20	
	08/06/20	21-2		403435	1023191 STREAMLINE		9.00	.00	105637 06/22/20	
	08/06/20	21-2		403431	1024075 MALOOK LAW GROUP		90.00	.00	5442-1 19300 06/30/20	
	08/06/20	21-2		403431	1024075 MALOOK LAW GROUP		90.00	.00	5442-1 19183 05/29/20	
	08/06/20	21-2		403421	1017838 BOTANICA LANDSCA		132.60	.00	45292 06/26/20	
	08/06/20	21-2		403421	1017838 BOTANICA LANDSCA		659.00	.00	45098 06/25/20	
	08/06/20	21-2		403441	1023192 WILLDAN ENGINEER		1,979.51	.00	00332204 4/28/20	
TOTAL				PROF/SPECIALIZED SERVICES		.00	2,974.69	.00		-2,974.69
53229						.00	181.33	.00	BEGINNING BALANCE	
	08/01/20	19-2		020046			181.33	.00	AUG 2020 A87 CHRGS	
	08/01/20	19-2		020047			-181.33	.00	AUG 20 GF REIMB A87 CHRGS	
	08/01/20	19-2		020047R			181.33	.00	REVERSE JE020047	
TOTAL				INDIRECT OVERHEAD COSTS		.00	362.66	.00		-362.66
53260						.00	.00	.00	BEGINNING BALANCE	
	08/06/20	21-2		403433	47035 P G & E		9.53	.00	8627017593-7 06/25/20	
	08/06/20	21-2		403418	2655 ARBUCKLE PUBLIC		103.69	.00	115062 06/01/20	
	08/06/20	21-2		403433	47035 P G & E		162.05	.00	0567425016-1 06/25/20	
TOTAL				UTILITIES		.00	275.27	.00		-275.27
TOTAL FUND - CRTINA CSD RVR GLN ZN3						.00	3,612.62	.00		-3,612.62

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION



SPI  
 DATE: 09/10/2020  
 TIME: 10:46:43

COLUSA COUNTY, CA  
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 3  
 AUDIT21

SELECTION CRITERIA: orgn.fund between '03511' and '03513'  
 ACCOUNTING PERIOD: 2/21

SORTED BY: FUND,ACCOUNT

TOTALED ON: FUND

PAGE BREAKS ON: FUND

FUND - 03513 - CRTINA CSD WILDWD ES ZN4  
 DEPARTMENT - 03513 - CRTINA CSD WILDWD ES ZN4

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
03513-06 - CRTINA CSD WILDWD ES ZN4										
53180						.00	.00	.00	BEGINNING BALANCE	
	08/06/20	21-2		403432	1023360 NBS		4.96	.00	620000142 07/22/20	
	08/06/20	21-2		403435	1023191 STREAMLINE		8.00	.00	106134 07/22/20	
	08/06/20	21-2		403435	1023191 STREAMLINE		8.00	.00	105637 06/22/20	
	08/06/20	21-2		403431	1024075 MALOOK LAW GROUP		80.00	.00	5442-1 19183 05/29/20	
	08/06/20	21-2		403431	1024075 MALOOK LAW GROUP		80.00	.00	5442-1 19300 06/30/20	
	08/06/20	21-2		403441	1023192 WILLDAN ENGINEER		1,759.57	.00	00332204 4/28/20	
TOTAL				PROF/SPECIALIZED SERVICES		.00	1,940.53	.00		-1,940.53
53229 INDIRECT OVERHEAD COSTS										
	08/01/20	19-2		020046		.00	94.25	.00	BEGINNING BALANCE	
	08/01/20	19-2		020047			94.25		AUG 2020 A87 CHRGS	
	08/01/20	19-2		020047R			-94.25		AUG 20 GF REIMB A87 CHRGS	
	08/01/20	19-2					94.25		REVERSE JE020047	
TOTAL				INDIRECT OVERHEAD COSTS		.00	188.50	.00		-188.50
53260 UTILITIES										
	08/06/20	21-2		403433	47035 P G & E	.00	.00	.00	BEGINNING BALANCE	
	08/06/20	21-2					92.60	.00	0567425016-1 06/25/20	
TOTAL				UTILITIES		.00	92.60	.00		-92.60
TOTAL FUND - CRTINA CSD WILDWD ES ZN4						.00	2,221.63	.00		-2,221.63
TOTAL REPORT						.00	17,791.43	.00		-17,791.43

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SPI  
DATE: 09/10/2020  
TIME: 10:45:43

COLUSA COUNTY, CA  
REVENUE AUDIT TRAIL

PAGE NUMBER: 1  
AUDIT41

SELECTION CRITERIA: orgn.fund between '03511' and '03513'  
ACCOUNTING PERIOD: 2/21

(INACTIVE ACCOUNTS EXCLUDED)

SORTED BY: FUND,ACCOUNT,ACCOUNT,PERIOD

TOTALED ON: FUND,ACCOUNT

PAGE BREAKS ON: FUND

ACCOUNT DATE	T/C	RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION	CUMULATIVE BALANCE
456023		TRSF FROM CO GEN FND-SERV					
03511-06		- CRTINA CSD RED RNCH ZN2					
456023		TRSF FROM CO GEN FND-SERV		.00	165.50	.00 BEGINNING BALANCE	
	08/01/20	19-2	020072		165.50	AUG 20 GF REIMB A87 CHRGS	
TOTAL		TRSF FROM CO GEN FND-SERV		.00	331.00	.00	-331.00
TOTAL FUND		- CRTINA CSD RED RNCH ZN2		.00	331.00	.00	-331.00

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SPI  
 DATE: 09/10/2020  
 TIME: 10:45:43

COLUSA COUNTY, CA  
 REVENUE AUDIT TRAIL

PAGE NUMBER: 2  
 AUDIT41

SELECTION CRITERIA: orgn.fund between '03511' and '03513'  
 ACCOUNTING PERIOD: 2/21

(INACTIVE ACCOUNTS EXCLUDED)

SORTED BY: FUND,ACCOUNT,ACCOUNT,PERIOD

TOTALED ON: FUND,ACCOUNT

PAGE BREAKS ON: FUND

ACCOUNT DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION	CUMULATIVE BALANCE
456023		TRSF FROM CO GEN FND-SERV						
03512-06		- CRTINA CSD RVR GLN ZN3						
456023		TRSF FROM CO GEN FND-SERV			.00	181.33	.00 BEGINNING BALANCE	
	08/01/20	19-2	020072			181.33	AUG 20 GF REIMB A87 CHRGS	
TOTAL		TRSF FROM CO GEN FND-SERV			.00	362.66	.00	-362.66
TOTAL FUND		- CRTINA CSD RVR GLN ZN3			.00	362.66	.00	-362.66

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COLUSA COUNTY, CA  
REVENUE AUDIT TRAIL

PAGE NUMBER: 3  
AUDIT41

SELECTION CRITERIA: orgn.fund between '03511' and '03513'  
ACCOUNTING PERIOD: 2/21

(INACTIVE ACCOUNTS EXCLUDED)

SORTED BY: FUND,ACCOUNT,ACCOUNT,PERIOD

TOTALED ON: FUND,ACCOUNT

PAGE BREAKS ON: FUND

ACCOUNT DATE	T/C	RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION	CUMULATIVE BALANCE
456023		TRSF FROM CO GEN FND-SERV						
03513-06		- CRTINA CSD WILDWD ES ZN4						
456023		TRSF FROM CO GEN FND-SERV			.00	94.25	.00 BEGINNING BALANCE	
	08/01/20	19-2	020072			94.25	AUG 20 GF REIMB A87 CHRGS	
TOTAL		TRSF FROM CO GEN FND-SERV			.00	188.50	.00	-188.50
TOTAL FUND		- CRTINA CSD WILDWD ES ZN4			.00	188.50	.00	-188.50
TOTAL REPORT					.00	882.16	.00	-882.16

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Cortina Community Services District  
Treasurer's Report

Bills Submitted to Colusa County for payment

Client	Date	Service	Invoice	Cost	
Arbuckle PUD	8/3/2020	Water Usage River Glenn	116417	\$66.39	
	8/30/2020	Water Usage Reddington Ranch	116418	\$322.99	
	9/1/2020	Water Usage River Glenn	117021	\$113.16	
	9/1/2020	Water Usage Reddington Ranch	117022	\$297.95	
Botanica Landscaping	7/25/2020	River Glenn	45387	\$659.00	
	7/25/2020	Reddington Ranch	45386	\$2,236.00	
	8/25/2020	River Glenn	45668	\$659.00	
	8/25/2020	Reddington Ranch	44667	\$2,236.00	
KD Management Services LLC	8/28/2020	General Manager Services	20-202	\$4,550.00	
Maloof Law Group, APC	8/31/2020	Retainer	19511	\$500.00	
PG&E	Irrigaton Control Power	8/25/2020	River Glenn	5777187996-2	\$10.51
		8/25/2020	River Glenn	8627017593-2	\$10.51
	Streetlights	8/25/2020	Reddington Ranch, River Glen,		
			Wildwood Estates	0567425016-1	\$678.12
Streamline/Digital Deployment	8/22/2020	Website August 2020	1065985	\$50.00	
Wildan	8/14/2020	Engineering services	332970	\$1,927.95	
Expense Claim - Karen Gage	8/3/2020	(5) Truck signs from SmartSign	SMT_331433	\$529.28	
<b>Total</b>				<b>\$14,846.86</b>	

DISCUSSION / REPORTS

ACTION ITEMS

CERTIFICATION OF FACTS  
PURSUANT TO ELECTION CODE SECTION 10515  
Election Date: November 3, 2020

As the office conducting the election for the districts, below I hereby certify that by 5:00 p.m. on the 83rd day prior to the day fixed for the general district election the following conditions existed:

In the following districts, where directors are to be elected at large, the number of persons who have filed a declaration of candidacy does not exceed the number of offices to be filled at the November 3, 2020 election and no election will be held. The Cortina Community Services District, Maxwell Fire Protection District, and the Maxwell Public Utility District which will require appointment by the Board of Supervisors to fill seats as noted below.

**ARBUCKLE COLLEGE CITY FIRE PROTECTION DISTRICT**

**3 offices to be filled, 3 candidates filed**

Charles Manhart, Charles Grimmer, Clarke Ornbaun 4-year terms

**CORTINA COMMUNITY SERVICES DISTRICT**

**2 offices to be filled, 2 candidates filed**

Maria Dolores Gomez, Rod Bradford 4-year terms

**2 offices to be filled, 1 candidate filed**

Kimberly J. Valles 2-year term

*No candidate filed. District will provide recommendation for appointment in lieu of election to the 2-yr. term*

**MAXWELL FIRE PROTECTION DISTRICT**

**3 offices to be filled, 0 candidates filed**

4-year terms

*No candidates filed. District will provide recommendations for appointment in lieu of election to the 4-yr. terms*

**MAXWELL PUBLIC UTILITY DISTRICT**

**2 offices to be filled, 1 candidate filed**

Carmen J. Parra 4-year term

*No candidate filed. District will provide recommendations for appointment in lieu of election to the 4-yr. term*

**1 office to be filled, 0 candidates filed**

*No candidates filed. District will provide recommendations for appointment in lieu of election to the 2-yr. term*

**MAXWELL RECREATION & PARK DISTRICT**

**3 offices to be filled, 3 candidate filed**

Thomas Kyle Miller, Becky M. Azevedo, Daniel Azevedo 4-year terms

**1 office to be filled, 1 candidate filed**

Sharol M. Kuska 2-year term

I further certify that no petition signed by 10 percent of the voters or 50 voters, whichever is the smaller number, in the district, or division if elected by division, requesting that general district election be held has been presented to me.

I request that the Board of Supervisors, as the supervising authority for the Districts, appoint the candidates who filed declarations of candidacy at a regular or special meeting prior to the Monday before the first Friday in December 2020. The districts where no candidates filed are being notified of the need to make a recommendation to the Board of Supervisors regarding appointment in lieu of election for the seats in their district as noted above.

Rose Gallo-Vasquez, County Clerk  
August 31, 2020



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**To:** Cortina Community Services District  
**From:** Rose Gallo-Vasquez  
County Clerk-Recorder Registrar  
**Date:** August 31, 2020  
**Re:** November 3, 2020 District Elections

This is to notify your Board of Directors that at the close of the nomination period on August 12, 2020, 5:00p.m., the following conditions existed with regard to the November 3, 2020 election. The attached certification shows the status of your district and respective candidate filings.

**(X) The number of candidates filed equals the number of offices to be filled.**

No Election will be held. Candidates that filed for office will be appointed In-Lieu of Election.

**( ) The Number of candidate filed exceeds the number of offices to be filled.**

Your district will go to an election at the November 3, 2020 General Election.

**(X) No candidates filed for one of the 2-year terms.** Your district will need to submit a letter recommending a qualified\* individual to be appointed to fill the position where no candidate filed. It is suggested that districts post notice(s)\*\* requesting applications/letters of interest for appointment in order to garner applicants.

**Recommendation letters must be received by the elections office by October 1, 2020.**

**Be sure to schedule an additional meeting if needed in order to meet this deadline.** If

you district fails to make recommendations your district will have a vacancy.

\* Qualified applicants must be registered voters of the district.

\*\*Suggestions for notices: posting notices in 3 conspicuous places within your district, on your internet website, or a newspaper publication.

Should you have any questions, feel free to contact me at [ccclerk@countyofcolusa.org](mailto:ccclerk@countyofcolusa.org) or 458-0513.



*CORTINA COMMUNITY SERVICES DISTRICT*

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**TO: CORTINA BOARD OF DIRECTORS**  
**MEETING DATE: SEPTEMBER 15, 2020**  
**FROM: KARL DREXEL, GENERAL MANAGER**  
**SUBJECT: ADOPTION OF RESOLUTION 20-21-03**

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**BACKGROUND:**

The Cortina CSD was established in 2006 to provide, among other things, maintenance and repairs to the roads of the three residential developments in the service area. A Site Assessment of Infrastructure report was performed by Willdan Engineering in 2018, detailing the condition of the infrastructure after 12 years of deferred maintenance. When it was determined that the roads within the District responsibility area were in need of major repairs, Willdan was engaged to provide a Pavement Evaluation Report and Recommendations in 2019. A Rehabilitation project was started and a detailed Pavement Design Report was submitted to the District earlier this year. Willdan submitted the plans and specifications to the District and at the August 24, 2020 Regular Meeting of the Board, accepted the plans and specifications for the project.

This Resolution authorizes the General Manger and Willdan to advertise for bids on the project and assign the GM as the lead point of contact for the project.

**RECOMMENDATION:**

Staff recommends the Board adopt Resolution 20-21-03 authorizing the General Manager and Willdan Engineering to advertise for bids on the Road Rehabilitation Project and open and accept bids at a future date. This Resolution also authorizes the General Manager to be the lead point of contact for the project.

# CORTINA COMMUNITY SERVICES DISTRICT

## **RESOLUTION 20-21-03**

September 15, 2020

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORTINA COMMUNITY SERVICES DISTRICT APPROVING THE PLANS AND SPECIFICATIONS FOR THE ROAD IMPROVEMENT PROJECT**

**WHEREAS**, the Colusa County Board of Supervisors, by Resolution # 2006-011, formed the Cortina Community Services District for the purposes of, among other things, local control of the streets and roads within the District; and

**WHEREAS**, Government Code §61060 authorized the Cortina CSD to enter into contracts; and

**WHEREAS**, Willdan Engineering has developed the plans and specifications for a Road Improvement Project for the District's developments; and

**WHEREAS**, the Board of Directors determines that the Road Improvement Project is necessary and beneficial to the community.

**NOW THEREFORE BE IT RESOLVED**, that, the Board of Directors of the Cortina Community Services District hereby approves the Willdan plans and specifications and resolves to move forward with the Road Improvement Project.

**BE IT FURTHER RESOLVED** that Karl W. Drexel, General Manager of the Cortina Community Services District, is hereby authorized to advertise for bids for qualified contractors and collect such bids to be opened and read on a specified future date and report to the Board the results of those bids; and to be the lead point of contact for the project.

**PASSED AND ADOPTED** at a Special Meeting of the Board of Directors of the Cortina Community Services District held on September 15, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved

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Rod Bradford, President

I, Karen Gage, Board Secretary of the Cortina Community Services District, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said District Board on this 15<sup>th</sup> day of September, 2020.

Attest:

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Karen Gage, Board Secretary

**FROM: KD Management Services, LLC General Manager**

**Date: September 14, 2020**

**RE: Permission to advertise for the 2020 Cortina CSD Road Improvement Project**

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**RECOMMENDED ACTION:**

1. Approve the plans, specifications for the 2020 Cortina CSD Road Improvement Project and direct Willdan Engineering to advertise the project for bids..
2. Direct KD **Management Services, LLC** to negotiate a Task Order with Willdan Engineering to provide Construction Management Services for the project.

**BACKGROUND:**

Willdan Engineering is pleased to present to you the plans, specifications and engineer's estimate for the 2020 Cortina CSD Pavement Improvement Project. The plans have been prepared by Willdan Engineering and are consistent with the direction provided by your Board at your August 2020 meeting.

The Engineer's Estimate for the project is \$ 623,980.50

The planned schedule for the project is:

- Board of Directors approval to advertise September 14, 2020
- Advertisement for Bids September 15, 2020
- Pre-Bid Meeting/Job Walk September 28, 2020 at 2:00 p.m.
- Bids due October 15, 2020 at 2:00 p.m.
- Board of Directors award of contract October 26, 2020
- Notice to Proceed November 2, 2020
- Contract Construction (30 calendar days) November 9, 2020 – December 9, 2020
- Board approval of Notice of Completion TBD

The contract must be completed in 30 calendar days following the receipt by the successful contractor of a Notice to Proceed.

**ATTACHMENTS:**

- Construction Plans
- Specifications
- Engineer's Estimate

**FINANCIAL IMPACT:**

This project is estimated to cost \$623,980.50 with Construction Management another \$63,000 for a total proposed of \$686,980.50. This is approximately 60% of the total working capital of the District.

## **CORTINA COMMUNITY SERVICES DISTRICT**

- I. NOTICE INVITING BIDS
- II. INSTRUCTIONS TO BIDDERS
- III. BID PROPOSAL
- IV. PUBLIC WORKS CONTRACT
- V. GENERAL CONDITIONS/SPECIFICATIONS
- VI. SPECIAL PROVISIONS

### **CORTINA CSD STREET REHABILITATION PROJECT**

Date: 8/24/2020

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ROD BRADFORD, DISTRICT BOARD MEMBER

BIDS WILL BE RECEIVED UNTIL

**September 22, 2020 at 02:00 P.M.**

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At CORTINA Community Services District Office,  
104 S 5th St, ARBUCKLE, CALIFORNIA, 95912

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**CRITICAL DATES AND REQUIREMENTS\***

<b>Advertise:</b>	August 24, 2020
<b>Bids Due/Bid Opening:</b>	September 22, 2020 at 2:00 p.m. at 104 S 5th St, Arbuckle, CA 95912
<b>Contractor License Requirement(s):</b>	Class A
<b>Project Completion Time:</b>	<b>30</b> Calendar days from issuance of Notice to Proceed
<b>Proposed Board Action to Award:</b>	September 28, 2020
<b>Pre-Construction Meeting</b>	September 30, 2020
<b>Notice to Proceed/ Construction Start Date:</b>	October 5, 2020
<b>Construction End Date:</b>	November 4, 2020
<b>Notice of Completion Board Action:</b>	November 23, 2020

\*Dates subject to change with prior notice

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## CORTINA COMMUNITY SERVICES DISTRICT

### NOTICE INVITING BIDS

Sealed bids received by the undersigned will be opened in the CORTINA Community Services District Office, 104 S 5th St, Arbuckle, CA, 95912 at 2:00 p.m. on September 22, 2020, for **CORTINA Street Rehabilitation Project.**

The project to be constructed consists of: Micro-surfacing; cold-milling/Grinding of existing asphalt concrete; application of tack coat; placement of hot mix asphalt (HMA) pavement with Paving Fabric; adjustment of valves, manhole frames and covers; construction of concrete curb and gutter; application of traffic striping and legends; and all related work.

**Procurement of Plans and Special Provisions:** The contract documents are entitled **CORTINA CSD Street Rehabilitation Project** - All contract documents, plans, and specifications must be obtained from the District's Consultant, Willdan Engineering, 2014 Tulare Street, Suite 515, Fresno, CA 93721, (Contact: Peter Rei) (559) 443-5290, ext. 1669. Plans and specifications will be available for electronic download at no cost. Contact Mr. Peter Rei at [prei@willdan.com](mailto:prei@willdan.com) for access to electronic documents. Upon contacting, Willdan Engineering will add the contractor to the Registered Plan Holders List. Only registered plan holders will be permitted to submit a bid for the project.

Plans and special conditions are based on the use of the Caltrans Standard Specifications, current edition, and all supplements.

**Bid Bond:** Bids, accompanied by a cash deposit or a certified check or a bid bond payable to the CORTINA Community Services District in the amount of ten percent (10%) of the total amount of the bid, must be in the hands of District Representative at 104 S 5th St, Arbuckle, CA 95912, prior to the hour advertised for the opening of bids. All bids will be opened at the noticed hour.

**Pre-Bid Meeting:** A non-mandatory pre-bid meeting is scheduled for 2:00 p.m. on September 9, 2020, at Reddington Ranch Subdivision, , Arbuckle, CA 95912.

**Required Contractor's License(s):** Under Public Contract Code section 3300 and Business and Professions Code section 7028.15(e), the CORTINA Community Services District ("District") requires that the contractor possess a valid **Class A** contractor's license at the time that the contract is awarded. Failure to possess the specified license will render the bid non-responsive and will bar the award of the contract to any bidder not possessing such license at the time of the award. Failure of the bidder to obtain proper and adequate licensing for an award of a contract will constitute a failure to execute the contract and result in the forfeiture of the security of the bidder. (Public Contract Code § 20103.5.)

**Required Contractor and Subcontractor DIR Registration:** The District will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) then District may accept a non-

complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Please provide a State issued Department of Industrial Relations (DIR) registration number with the bid proposal. Information on registration with the DIR is available at: <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board licensing requirement.

**Form of Bid:** Each bid must be submitted on the Bid Proposal and bid forms furnished by the District, and each bid must include all the items shown on these forms. Substitute forms may be used if specified in this Notice. All bids must be submitted in conformance with this Notice and with the instructions contained in Standard Specifications for Public Works Construction, which by this reference is made a part of the Notice Inviting Bids.

**Substitution of Securities:** In accordance with Public Contract Code section 22300, substitution of eligible and equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder. Such equivalent securities must be deposited with District or with a state or federally chartered bank as the escrow agent who will then pay such moneys to the contractor. Upon satisfactory completion of the contract, the securities will be returned to the contractor. Securities eligible for investment include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and District. The contractor will be the beneficial owner of any securities used to secure its performance. Any escrow agreement will be substantially similar to the form set forth in Public Contract Code section 22300.

**Labor Code Compliance:** Any contract entered into pursuant to this Notice will incorporate the applicable provisions of the California Labor Code.

**Prevailing Wage Laws:** The successful bidder must comply with all prevailing wage laws applicable to the project, and related requirements contained in the contract documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the District, and may be obtained from the DIR website: <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Upon request, District will make available copies to any interested party. Also, the successful bidder must post the applicable prevailing wage rates at the work site.

**Payroll Records and Prevailing Wage Monitoring:** This project is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations. (Labor Code § 1771.4.). Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. These records must be certified and made available for inspection at all reasonable hours at the principal place of the contractor as required by Labor Code section 1776. In the case of state-funded public works projects, certified payroll reports must be provided to District on a weekly basis.

**Reservation of Rights:** The Board of Directors reserves the right to reject any or all bids, waive any irregularities in the bids, and to make an award or any rejection in what it alone considers to be in the best interest of the District.

CORTINA CSD Street  
Rehabilitation Project

Dated this 24th day of August, 2020.

CORTINA COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Rod Bradford, Board Member

# CORTINA COMMUNITY SERVICES DISTRICT

## INSTRUCTIONS TO BIDDERS

### WORK IDENTIFICATION:

#### 1. Terms Defined

1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions/Specifications have the meaning assigned to them in the General Conditions/Specifications.

1.2 The term “successful bidder” means the lowest, responsible bidder to whom District makes an award of contract on the basis of District’s evaluation as provided in these Instructions.

1.3 The terms “Standard Specifications” or “Caltrans Standard Specifications” mean Standard Specifications of the California Department of Transportation, current edition and all supplements, available from State of California Department of Transportation Public Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815-3800.

#### 2. Copies of Contract Documents

2.1 Complete sets of Contract Documents may be purchased from the District, as stated in the Notice Inviting Bids. Complete sets of Contract Documents must be used in preparing bids. It is the bidder’s obligation to ensure that the bidder has received a complete set of Contract Documents. Neither District nor its agents, officers or employees assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

#### 3. Qualifications of Bidder

3.1 The District will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code §7029.1) or if federal funds are involved in the project, then District may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. This is a separate requirement from the Contractors State License Board licensing requirement below.

3.2 The bidder must be licensed to perform as prime contractor in accordance with the provisions of the Contractor’s State License Law (Bus. & Prof. Code § 7000 and following). Prior to awarding a bid, unless an exemption set forth in Business and Professions Code section 7028.15 applies, District will verify that the bidder was properly licensed when the bid was submitted. If a bidder was not so licensed, the bid will be considered non-responsive and will be rejected by District.

3.3 In order for District to determine the successful bidder, the bidder must be prepared to submit in writing, within five days after being requested to do so by District, such information and data as District may request, including without limitation, financial data, and previous experience. District reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy District that the bidder is the lowest responsible bidder properly qualified to carry out the contract.

3.4 The bidder may be required to establish to the satisfaction of District the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Contract Documents.

3.5 Experience: The bidder must have a minimum of 3-years of experience in constructing work similar in character and magnitude to the work included in the bid. The work must be prosecuted with employees meeting the experience requirements along with appropriate apprentices. Employees used for satisfying this experience requirement or alternate staff with equal or better experience must be used continuously for the duration of the project. Changes in staffing must be submitted for approval by the Engineer.

#### 4. Examination of Contract Documents and Site

4.1 Before submitting a bid, the bidder must: (i) examine the Contract Documents thoroughly, including without limitation the Contract wherein each of the other Contract Documents is identified; (ii) visit the site and the locality where the work is to be performed to become familiar with local conditions that may in any manner affect the cost, progress or performance of the work in strict accordance with the Contract Documents; (iii) become familiar with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect the cost, progress or performance of the work in strict accordance with the Contract Documents; and (iv) study and carefully correlate bidder's observations with the Contract Documents.

4.2 Under Public Contract Code section 3400 and the Contract Documents, all specifications are deemed to include the words "or equal," provided, however, permissible exceptions may be noted in the General Conditions/Specifications.

4.3 Reports, if any, of investigations and test of subsurface and latent physical conditions at the work site or otherwise affecting cost, progress or performance of the work which have been relied upon by the District Engineer in preparing the drawings and specifications are identified in the Special Conditions. District will make copies of such reports available to any bidder upon request. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the bid, the bidder must, at bidder's expense, make such additional investigations and tests as the bidder may deem necessary to determine its bid for performance of the work in strict accordance with the Contract Documents.

4.4 Upon request to the District at 104 S 5th St, Arbuckle, California 95912, or by phone at 530-304-6939, District will provide each bidder reasonable access to the job site to conduct such investigations and tests as the bidder may deem necessary for submission of its bid. Bidders performing investigative testing must obtain permit and restore areas affected by such activities. Investigations and tests that cause unreasonable disruptions may not be permitted.

4.5 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by contractor in performing the work are identified in the Drawings and/or Specifications.

4.6 By submitting a bid, the bidder warrants that it has complied with every requirement of this Section 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

## 5. Interpretation

5.1 In the event of conflict between requirements as shown on the drawings and the specifications, the following order of precedence will govern: permits from other agencies; change orders; supplemental agreements and approved revisions to plans and specifications; special conditions; general conditions/specifications; detail plans; general plans; standard plans; standard specifications; reference specifications. In the event of any discrepancy between any drawings and the figures written thereon, the figures will govern.

5.2 All questions about the meaning or intent of the Contract Documents must be submitted to the District Engineer, Peter Rei, in writing not less than five days prior to the date for the opening of bids.

5.3 All interpretations will be issued by written Addenda, which will be on file in the office of the District Engineer by contacting Peter Rei at [prei@willdan.com](mailto:prei@willdan.com). In addition, District will transmit a copy of the Addenda to each bidder recorded by the District as having received the Contract Documents through one of the following methods: if District has the email address for a bidder, then the Addenda may be sent by email; otherwise, the Addenda will be sent by facsimile transmission, mail or such other means as determined by District to be appropriate. It is the bidder's responsibility to inquire as to any Addenda issued. Failure of the bidder to receive any such Addenda will not relieve the bidder from any obligation under its submitted bid.

5.4 Only interpretations issued by written Addenda will be binding. All such Addenda will become part of the Contract Documents. Interpretations issued orally or by any means other than as specified in this Section 5 will have no legal effect.

## 6. Bid Proposal

6.1 Each bid must be on a Bid Proposal furnished by District as part of the Contract Documents. Any change in, or addition to, the Bid Proposal or any other modification of the Bid Proposal which is not specifically called for in the Contract Documents or the omission from the Bid Proposal of any information or response which is specifically called for in the Contract Documents may result in District's rejection of the bid as not being responsive to the Notice Inviting Bids.

6.2 All blanks in the Bid Proposal must be appropriately responded to. If an answer or other response to a blank is not applicable, the bidder should respond with "N.A."

6.3 Bid on all items listed in the Bid Schedule including all Prices (Unit and Total).

6.4 State in figures the unit prices, lump sum prices and extensions as indicated, which will be the prices for which you propose to supply all services and materials and to perform all work required by the plans and specifications. All items described are to be construed as complete and in place.

6.5 Include in the items for which bids are entered, all work shown on the plans or required by the specifications for which a specific bid item is not provided.

6.6 The Bid Proposal must be completed in ink or in typewritten form.

6.7 The Bid Proposal may not contain any erasures, interlineations or other corrections, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person(s) signing the bid.

6.8 The Bid Proposal and each Attachment must be executed in the manner required by Section 14 below.

6.9 No person, including without limitation, any individual, partnership or corporation, may make, file or be interested in more than one bid for the work unless alternate bids are specifically called for in the Specifications. A person that has submitted a sub-bid to a bidder or that has quoted prices of materials to a bidder is not disqualified from submitting a sub-bid or quoting prices to other bidders or making a prime bid.

## 7. Submission of Bid

7.1 The bid must be submitted within the time and at the place indicated in the Notice Inviting Bids.

7.2 The bid must be accompanied by bidder's security in an amount equal to at least ten percent (10%) of the bid amount, which security must be lawful money of the United States of America and in one of the following forms: (i) cash; (ii) cashier's check made payable to District; (iii) certified check made payable to District; or (iv) bid bond executed by a surety insurer authorized to do business in the State of California and made payable to District. If the security is a bid bond, it must be submitted on the form which is part of the Bid Proposal or on a form substantially similar thereto. (Public Contract Code § 20170.)

7.3 The bid must be enclosed in an opaque, sealed envelope marked with the project identification and the name and address of the bidder, and must be accompanied by the bidder's security and other required documents. If the bid is sent through the mail or other delivery system, the sealed envelope must be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of such envelope.

7.4 Any bid received after the scheduled closing time for receipt of bids will be considered non-responsive and will be returned to the bidder unopened.

8. Withdrawal or Modification of Bid

The bidder may withdraw or modify its bid by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where the bids are to be submitted at any time prior to the opening of bids.

9. Bids to Remain Open

All bids will remain open for 60 days after the date of the opening of bids. Prior to that date, District may, at its sole discretion, (i) release any bid and return the bidder's security, or (ii) release all bids and return all bidder's security, upon the successful bidder's furnishing of the required bonds and certificate and any other required documents and return to District the required number of executed copies of the Contract.

10. Errors In Bid

10.1 If a discrepancy between the unit price and the item total of a bid exists, the unit price will control unless the unit price is illegible, omitted, or the same as the item total, in which case the bid will be deemed nonresponsive. If applicable, the total bid amount will be adjusted according to any revised item totals.

10.2 If a discrepancy between the item totals and the total bid amount exists, the item totals will control unless the total bid is illegible or omitted, in which case the bid will be deemed nonresponsive.

10.3 Except as provided in Sections 10.4 and 10.5 below, bidders will not be released from their bids on account of error.

10.4 Where the prime contractor asserts a claim of inadvertent clerical error in the listing of a subcontractor, District will allow the substitution of the intended subcontractor under the procedures set forth in Public Contract Code section 4107.5.

10.5 Where the bidder gives District notice within five days of the opening of the bid and can establish to the satisfaction of District that a mistake was made which makes the bid materially different than intended, that the mistake was made in filling out the bid and not due to error in judgment or carelessness in inspecting the site or in reading the plans or specifications and specifies how the mistake occurred, District will relieve the bidder without forfeiture of security in accordance with Public Contract Code section 5100 and following.

11. Bid Analysis and Determination of Responsive Bid

11.1 After the bids have been opened and the total amount of each bid read aloud, the Schedule of Prices will be checked and compared; and after the withdrawal of any bids as provided in Section 8 above; and after errors in bids are adjusted as provided in Section 10 above, the results will be made public.



11.2 Failure of a bidder to attend a mandatory pre-bid meeting will result in its Bid not being accepted and/or being rejected.

11.3 A bid from any individual, firm, partnership, corporation, or association which prepared, in part or in whole, the Plans, Specifications, or estimates for the Contract will be rejected.

11.4 More than one bid for the same Contract from any individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that any bidder has an interest in more than one bid for the Work may be cause for rejecting all bids in which such bidder is interested. However, this requirement does not prevent a bidder who submits a bid from being listed as a subcontractor by another bidder. Apparent collusion among bidders may be sufficient cause for rejecting any or all bids, and the participants in such collusion may be barred from future bidding.

11.5 A bid in which a bid item is left totally blank will be considered nonresponsive and will be rejected.

11.6 A bid in which the Contract Unit Prices are unbalanced may be considered nonresponsive and may be rejected.

11.7 A bid in which the signature of the bidder has been omitted may be considered nonresponsive and may be rejected.

11.8 A bid in which each section of the Bid Proposal has not been completely filed out, or which shows any alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate bids that are not called for, may be considered nonresponsive and will be rejected.

11.9 A bid in which the Acknowledgement of Addenda Received form is missing, or in which the receipt of each Addendum issued has not been acknowledged, may be considered nonresponsive and may be rejected.

11.10 A bid in which the Noncollusion Declaration form is missing, or in which the form has not been executed and signed, may be considered nonresponsive and may be rejected.

11.11 A bid in which the List of Subcontractors form is missing will be considered nonresponsive and will be rejected.

11.12 A bid in which the List of Subcontractors form is incomplete, or the data included therein is inaccurate, inconsistent, or a misrepresentation of the work to be subcontracted or materials to be procured, may be considered nonresponsive and may be rejected.

11.13 The bidder must perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price. A bid which fails to meet this requirement will be considered nonresponsive and will be rejected.

11.14 A bid in which the Bid Guaranty is missing, or in which the Bid Guaranty surety bond is not signed by the Surety, or in which the Surety has not had the Bid Guaranty surety bond notarized, will be considered nonresponsive and will be rejected.

## 12. Award of Contract

12.1 District reserves the right to reject any and all bids. District also reserves the right to reject any bid that is not in strict accordance with the Contract Documents or, in the alternative, to waive any irregularity or informality in any bid or in the bidding.

12.2 If alternate bids are called for in the Specifications, the contract may be awarded at the election of District to the successful bidder on the base bid or on the base bid and any alternate or combination of alternates specifically identified in the Specifications as being used for the purpose of determining the lowest bid price.

12.3 If the contract is to be awarded, it will be awarded to the lowest responsible bidder. District may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidders. The award, if made, will be within 60 days after the opening of bids.

12.4 If the lowest responsible bidder refuses or fails to execute the contract, District may consider the next lowest bidder to be the lowest responsible bidder.

12.5 The periods of time specified in this Section within which the award of contract may be made, are subject to extension for such further period as may be agreed upon in writing between District and the bidder concerned.

## 13. Delivery of Contract

13.1 An official "Notice of Award of Contract" will be mailed to the successful bidder, enclosing the contract and bond forms for signature.

13.2 Within 15 days after the Notice of Award of Contract, the successful bidder must sign and deliver at least three counterparts of the Contract to the District together with security in a form acceptable to District's legal counsel guaranteeing both one hundred percent (100%) of payment (labor and materials) and one hundred percent (100%) of performance, certificates and endorsements to satisfy the insurance requirements of the Contract, and any other documents required by the Contract Documents. Bonds must be submitted on the forms which are part of the Contract Documents; no substitutions will be accepted. Within 10 days of receipt of the Contract and related documents, District will deliver one fully signed counterpart of the Contract to the successful bidder.

13.3 The Contract and each attachment must be executed in the manner required by Section 14 below.

13.4 If the successful bidder fails to execute and deliver the Contract and furnish the required bonds, certificates and other documents within 15 days after the Notice of

Award of Contract, District may annul the award of the contract and the bidder's security will be forfeited, except as provided by Public Contract Code section 20174.

14. Signatures

14.1 The Contract Documents and all attachments must be executed in the following manner: If the bidder is:

(a) An individual, in the name of the individual and if doing business by a fictitious name, the fictitious name and, if the document is the Bid Proposal or Contract, the business address and telephone number of the individual must be shown below the signature.

(b) A partnership, in the partnership name and signed by a general partner, whose title must appear under the signature and, if the document is the Bid Proposal or Contract, the business address and telephone number of the partnership must be shown below the signature.

(c) A corporation, in the corporate name by a duly authorized officer or agent accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the secretary or an assistant secretary. If the document is the Bid Proposal or Contract, the state of incorporation must be shown below the corporation name, and the corporate address and telephone number must be shown below the signatures.

14.2 Attorneys-in-fact who sign any Contract Document or any attachment thereto must file with the document a certified copy of their power of attorney to sign such document.

14.3 All signatures must be in ink and all names must be typed or printed below the signature.

14.4 Signatures on all bonds must be acknowledged before a notary public and a notary's certificate of each acknowledgment must be filed with the document.

15. Time for Commencement and Completion

15.1 Unless otherwise specified in the Special Conditions, the contractor must:

(a) commence the work within 30 days after the award of the contract by the Board of Directors, but not before fully complying with Sections 13 and 14 above; and

(b) diligently prosecute the work to completion within the allowed number of working days specified on Page 1 of the Bid Proposal, counting from the start date given in the Notice to Proceed.

15.2 Upon written request of the Contractor and if approved in writing by the District Engineer, the time for commencement, completion or both may be extended.

16. Bid Protest

16.1 Any protest of any bid must be submitted in writing to the District Engineer by email to [prei@willdan.com](mailto:prei@willdan.com) no later than 5:00 PM on the seventh calendar day following the date of the bid opening.

16.2 The protest must contain a complete statement of the factual basis for the protest and copies of pertinent documents.

16.3 The protest must identify the specific portion of the document and the specific statute, if any, that forms the basis for the protest. The protest must include the name, mailing address, email address and telephone number of the person representing the protesting party.

16.4 The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

16.5 The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the Public Contract Code, filing of a claim pursuant to the Government Code, or filing of any other legal proceedings.

16.6 The District Engineer will review all timely protests prior to award of the Project and will recommend that the Board of Directors either reject the protest and award to the lowest responsible and responsive bidder or accept the protest and award the bid to the next lowest responsible and responsive bidder.

17. Liquidated Damages

The amount of liquidated damages for each calendar day, is set forth on page 1 of the Bid Proposal, in accordance with Section 6.5 of the General Conditions/Specifications.

18. Survey Data

18.1 Electronic survey data will not be made available to the bidder as part of the bid process and no such data should be relied upon for the purposes of preparing the bid. Survey data desired by bidders should be obtained in the field by the bidder. Permits for survey work may be necessary.

# CORTINA COMMUNITY SERVICES DISTRICT BID PROPOSAL

FOR

## CORTINA CSD STREET REHABILITATION PROJECT -

For the

CORTINA COMMUNITY SERVICES DISTRICT  
104 S 5th St, Arbuckle, CALIFORNIA

Completion Time: 30 Calendar Days from Issuance of  
Notice to Proceed

Bids To Be Received: 2:00 p.m. on September 22, 2020

Liquidated Damages: Project Milestone Dates as follows:  
Project Complete: \$3,000 Per Calendar Day

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Name of Contractor

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Address

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Telephone

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State Contractor's License Number

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Department of Industrial Relations Registration Number

## **BID PROPOSAL**

WORK IDENTIFICATION: \_\_\_\_\_

NAME AND ADDRESS OF BIDDER: \_\_\_\_\_

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Before awarding a bid, District will verify that bidder was properly licensed in accordance with Business and Professions Code sections 7000 and following. District will also verify that bidder that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code §7029.1) or if federal funds are involved in the project, then District may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded.

Bidder acknowledges that if the bidder is not properly licensed or registered at the time the bid is awarded or as otherwise required by law, the bid will be considered non-responsive and will be rejected.

1. Proposal

- (a) Bidder has examined copies of all of the Contract Documents, including without limitation the document wherein each of the other Contract Documents is identified, and accepts all of the terms and conditions of the Contract Documents.
- (b) Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with District in the form included in the Contract Documents to complete all work as specified in the Contract for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

- (c) This bid will remain open and not be withdrawn for the period specified in the Instructions to Bidders. If awarded the bid, bidder will sign the Contract and submit the bonds, certificates and other documents required by the Contract Documents within 10 days after the date of the Notice of Award of Contract.
- (d) Bidder has examined the site and locality where the work is to be performed and the legal requirements and conditions affecting the cost, progress and performance of the work in strict accordance with the Contract Documents.

## 2. Payroll and Compliance Reports

Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work. Such records must be certified and made available for inspection at all reasonable hours at the principal place of the contractor as required by Labor Code section 1776. In the case of state funded public works projects, certified payroll reports must be provided to District on a weekly basis. In the case of federally-funded public works project and in accordance with 29 C.F.R. § 5.5(a)(3), bidder agrees to furnish to District weekly payroll reports and weekly compliance statements for all labor used on this project.

## 3. Bid

Bidder agrees to construct and complete, ready for use, all work as required and made necessary by the Contract Documents for the sum of \$\_\_\_\_\_.

If the Contract Documents include a Unit Price List, bidder acknowledges that the total bid sum shown in this Section 3 and the estimated quantities and amounts shown on the Unit Price List are for purposes of comparison of bids only. Bidder also acknowledges that District does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the District and that final payment will be made at the unit prices bid, upon the basis of actual measured quantities as determined by the District Engineer or his/her designee.

Bidder acknowledges that the total bid sum shown in this Section 3, and all sums shown on any Unit Price List attached hereto, includes (i) all labor, materials, tools, equipment and services and all taxes, insurance, other general expenses, overhead and profit and (ii) all trenching, backfilling, grading, excavation and fill, resurfacing of every character, grubbing and clearing and removal of all obstructions necessary for the doing of the work, the preservation of existing structures, shrubs, and trees, where required, and the shoring, bridging and bracing required and incident to the doing of the work, together with all fittings and joints, of every character, connected in place, area clean-up, traffic protection, and the reconstruction and severances required in the doing of the work.

Items for which quantities are indicated as “Lump Sum,” “L.S.,” “job” or words of like import will be paid for at the price named. Such payment will be full compensation for the work named and all work appurtenant thereto required by the contract that is not specifically provided for by other pay items.

4. Schedule

Bidder understands that timely completion is important to District. Therefore, time being of the essence, bidder proposes that the work will be commenced and will be completed as specified herein and in Section 15 of the Instructions to Bidders.

5. Addenda

Bidder acknowledges receipt of Addenda identified as:

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6. Bidder Information

(a) Bidder has \_\_\_\_\_ years of experience as a contractor in construction work similar in character and magnitude to the work included in the bid.

(b) Bidder has recently completed the three following construction works:

<u>Class</u> <u>Amount</u>	<u>Class</u> <u>of Work</u>	<u>Date</u> <u>Completed</u>	<u>Name/Address/Telephone</u> <u>Owner</u>	<u>#</u> <u>of</u>
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7. Designation of Subcontractors

In compliance with the Subletting and Subcontracting Fair Practices Act, Public Contracts Code section 4100 and following, listed on page 5 is each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one percent (0.5%) of the total bid sum or in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the total bid or \$10,000, whichever is greater. (List only one subcontractor for each portion of the work as is defined by the bidder in this bid.) No other subcontractors may be used other than those specified without written approval of the District Engineer; such approval will be made upon showing by the contractor of good and sufficient cause.

Failure to specify a subcontractor or specifying more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent (0.5%) of the total bid constitutes an agreement that the contractor is fully qualified and will perform that portion of the work. Any contractor who subcontracts for any portion of work not set forth herein, except as otherwise provided by Public Contract Code sections 4107 or 4109, will be subject to the penalties set forth in Public Contract Code sections 4110 and 4111.

**PROPOSAL**  
**LIST OF SUBCONTRACTORS**

WORK IDENTIFICATION: \_\_\_\_\_

\_\_\_\_\_

NAME AND ADDRESS OF BIDDER: \_\_\_\_\_

\_\_\_\_\_

Completion of this form must comply with Section 7 of the Bid Proposal.

Name/Address/State License Number of Subcontractor	Department of Industrial Relations Registration Number*	Items of Work	Portion of Work (% of Contract Price)

\*Pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 including section 1725.5) of the Labor Code

8. Attachments

The following documents, signed in accordance with Section 13 of the Instructions to Bidders, are attached to, and made a part of, this Bid Proposal:

- (a) Noncollusion Declaration, as required by Public Contract Code section 7106 and made a part of this Bid Proposal.
- (b) Required Bidder's Security in the form of \_\_\_\_\_
- (c) Unit Price List, if required
- (d) Federal Certificate, if required
- (e) Other pertinent Documents (list here and attach to this bid)

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

If BIDDER is:

**An Individual**

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

(Print Individual's Name)

doing business as \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

Signature

**A Partnership**

\_\_\_\_\_

(Firm Name)

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

(Print General Partner's Name)

\_\_\_\_\_

(Title)

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

\_\_\_\_\_

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

\_\_\_\_\_

Signature

**A Corporation**

\_\_\_\_\_  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By: \_\_\_\_\_  
(Print Name and Title of Person Authorized to Sign)

(Corporate Seal) \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
(Secretary)

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

Telephone Number: \_\_\_\_\_  
\_\_\_\_\_  
Signature

**A Joint Venture**

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address and Telephone Number)

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address and Telephone Number)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER**  
**AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
Firm (print or type)

\_\_\_\_\_  
Signature

**BID SCHEDULE**

**UNIT PRICE LIST -- FIGURES**

WORK IDENTIFICATION \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

<b>BASE BID - SCHEDULE A</b>					
<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price in Figures</b>	<b>*Item Total Price in Figures</b>
1	Mobilization and Demobilization	1	LS		
2	Traffic Control/Traffic control plan/Construction Area Sign	1	LS		
3	Water pollution Control	1	LS		
4	Construct Hot Mix Asphalt (HMA) Overlay ( 2 INCH )	2200	TN		
5	Install Paving Fabric	145,500	SF		
6	Taper Cold Mill Existing AC Surface	145,500	SF		
7	Apply Micro-Surfacing	32,500	SY		
8	Remove and Reconstruct 6" AC Full Depth (Dig-Outs)	7275	SF		
9	Install Two-Way Blue Markers	12	EA		
10	Adjust Water Valve Covers	20	EA		
11	Adjust Manholes	14	EA		
12	Install Stop Legends (Thermoplastic)	19	EA		
13	Install Crosswalk (Thermoplastic)	2	EA		
14	Install Stop Bar (Thermoplastic)	17	EA		
15	Install Curb and Gutter	1250	LF		
16	Fill Cracks – Reddington Ranch and River Glen subdivisions – all roadways	1	LS		

17	Prepare As-Builts	1	LS		
TOTAL BID – SCHEDULE A					\$

BASE BID TOTAL (Schedule A) \$ \_\_\_\_\_

BASE BID TOTAL (Schedule A) (in writing) \_\_\_\_\_

The District has the option to reject all bids with or without cause. The District also has the option to remove bid items at its discretion. It is understood that the foregoing quantities are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the contractor’s compensation will be computed upon the basis of the actual quantities in the complete work, whether they be more or less than those shown.

\*NOTE: In case of error in extension of price into the total price column, the unit price will govern.



**BIDDER’S INFORMATION CERTIFICATION**

Bidder certifies that the following information is true and correct:

Bidder’s Name \_\_\_\_\_

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

Telephone \_\_\_\_\_

State Contractor’s License No. and Class \_\_\_\_\_

Original Date Issued \_\_\_\_\_ Expiration Date \_\_\_\_\_

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, or corporate officers having a principal interest in this bid:

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

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this bid are as follows:

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

All current and prior DBAs, alias, and/or fictitious business names for any principal having an interest in this bid are as follows:

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

I declare under penalty of perjury under the laws of the State of California that the above representations are true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
Signature and Title of Authorized Official

## **DECLARATION OF ELIGIBILITY TO CONTRACT**

The undersigned, a duly authorized representative of the bidder, certifies and declares that:

1. The bidder is aware of Labor Code sections 1771.1 and 1777.7, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The bidder is currently registered and qualified to perform public work pursuant to Labor Code section 1725.5 and is not prohibited from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project under Labor Code sections 1771.1 and 1777.7, or any other provision of law; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) or if federal funds are involved in the project, then District may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded.
3. The bidder is aware of Public Contract Code section 6109, which states:
  - (a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public works project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
  - (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project will be returned to the awarding body. The contractor is responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

CORTINA CSD Street  
Rehabilitation Project –

4. The bidder has investigated the eligibility of each and every subcontractor that bidder intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of Public Contract Code section 6109, Labor Code sections 1725.5, 1771.1 and 1777.7, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
Signature and Title of Authorized Official

BID BOND

(not necessary when certified check or cash accompanies bid)

PROJECT TITLE: \_\_\_\_\_

\_\_\_\_\_

WHEREAS, \_\_\_\_\_  
("Contractor") intends to submit a bid to the CORTINA Community Services District,  
California, a California community services district ("District"), for the work identified as  
follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOW, THEREFORE, we, the Contractor, as Principal, and \_\_\_\_\_

\_\_\_\_\_ ,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_  
and duly authorized to transact business under the laws of the State of California, as  
Surety, are held and firmly bond unto District in the sum of \_\_\_\_\_  
dollars (\$ \_\_\_\_\_)

\_\_\_\_\_ lawful money of the United States of America, such sum being not less than ten percent  
(10%) of the bid amount for the payment of which sum to be made, the Principal and  
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if District accepts the bid of  
the Principal and enters into a contract in accordance with the terms of the bid, the  
Principal must give the bonds, certificates and other documents as required by the  
Notice Inviting Bids or the other contract documents. In the event Principal fails to enter  
into such contract or provide the bonds, certificates or other documents, District may  
apply this security to the difference between the low bid and the next lowest bidder with  
whom District contracts to perform the work covered by the bid; the surplus, if any, will  
be returned to Surety. In case suit is brought upon this bond, the court will fix and  
award and the Surety must pay, in addition to the face amount hereof, all costs and  
reasonable attorney's fees incurred by District in successfully enforcing the obligations  
of this bond.

IN WITNESS THEREOF, we have hereunto set our hands and seals  
this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

(affix seal below)

[PRINCIPAL]

By \_\_\_\_\_

Title \_\_\_\_\_

(affix seal below)

[SURETY]

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

[P.C.C. §§ 20170, 20171]

\* **ALL SIGNATURES ON THIS BID BOND MUST BE NOTARIZED USING  
APPROPRIATE 8 1/2" x 11" NOTARY ACKNOWLEDGEMENT FORM.**

\*\* **Corporations must affix corporate seal.**

**CERTIFICATION REGARDING DEPARTMENT OF INDUSTRIAL  
RELATIONS CONTRACTOR / SUBCONTRACTOR REGISTRATION**

By my signature hereunder, as the Contractor, I certify that Contractor, and all Subcontractors listed on the “List of Subcontractors” are registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor’s Department of Industrial Relations registration number is \_\_\_\_\_.

Subcontractors’ Department of Industrial Relations registration numbers are as indicated in the Subcontractors List.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title of Authorized Official)

## **CORTINA COMMUNITY SERVICES DISTRICT PUBLIC WORKS CONTRACT**

This contract ("Contract") is effective as of \_\_\_\_\_, and is between the CORTINA COMMUNITY SERVICES DISTRICT, a California community services district ("District"), and \_\_\_\_\_, a corporation/partnership/limited liability company ("Contractor"), collectively referred to as the "Parties."

**Section 1. Recitals.** This Contract is entered into with respect to the following facts:

District noticed and received sealed bids for the work involved in the Project ("Project"), which is more fully described in the Contract Documents.

The Board of Directors of District determined that Contractor was the lowest responsive bidder and awarded to Contractor the bid.

Contractor has represented it is qualified to perform all of the work required to complete the Project.

Contractor has agreed to perform all such work in the time and manner set forth in the Contract Documents.

The Board of Directors of District has determined that the public interest, convenience and necessity require the execution of this Contract and its implementation.

**Section 2. Contract Documents.** This Contract consists of the following documents ("Contract Documents"), all of which are made a part of this Contract:

- 2.1 Notice Inviting Bids
- 2.2 Instructions to Bidders
- 2.3 Bid Proposal, as accepted, including the Certificate of Bidders' Experience and Qualifications and the List of Subcontractors
- 2.4 Notice of Award
- 2.5 Notice to Proceed
- 2.6 This Contract
- 2.7 Verification of California Contractor's License
- 2.8 Contractor's Certificate Regarding Workers' Compensation
- 2.9 Security for payment (labor and materials)
- 2.10 Security for performance

- 2.11 Certificate(s) of Insurance
- 2.12 General Conditions/Specifications
- 2.13 Special Provisions
- 2.14 Plans and Standard Drawings
- 2.15 Prevailing Wage Scales
- 2.16 Caltrans Standard Specifications
- 2.17 Addenda Nos. \_\_\_\_\_
- 2.18 Other documents (list here)
  - Exhibit A – Compensation
  - Exhibit B – Insurance

**Section 3. The Work.**

- 3.1 The work (“Work”) to be performed by Contractor is described in the Contract Documents.
- 3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.
- 3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work.
- 3.4 Contractor must perform all of the Work in strict accordance with the Contract Documents.

**Section 4. Time to Perform the Work.**

- 4.1 Time is of the essence with respect to Contractor’s Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- 4.2 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather or weather that demonstrably interferes with or impedes Contractor’s performance of critical path operations.



- 4.3 If Contractor is delayed by any cause beyond Contractor's control, District will grant a reasonable time extension for the completion of the Work corresponding to the type and length of the delay. If delay occurs, Contractor must notify District in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with Contractor's performance of the Work.

**Section 5. Compensation and Payment.**

- 5.1 Subject to any limitations provided in the Contract Documents, District agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit A ("Compensation"), which is made a part of this Contract.
- 5.2 Contractor must furnish District with a Pay Estimate for the Work performed in accordance with the Contract Documents. Contractor may not submit a Pay Estimate more often than once every 30 days.
- 5.3 District will review each Pay Estimate and determine whether the Work performed is in accordance with the Contract Documents. The District Representative may require Contractor to provide a release of all undisputed Contract amounts contained in the Pay Estimate.
- 5.4 If District disputes any item on a Pay Estimate, District will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 5.5 Except as to any charges for the Work performed that District disputes and the District's standard five-percent retention of the approved progress payment, District will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes District with a release of all undisputed Contract amounts, whichever occurs later. Federally funded projects will not have a five-percent retention.
- 5.6 In the event there is any claim specifically excluded by Contractor from the operation of any release, District may retain an amount not to exceed the amount of the excluded claim.

**Section 6. Labor Code and Prevailing Wage Requirements.**

- 6.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to District for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.
- 6.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or

type of worker needed to execute this Contract are available for download from the State website: <http://www.dir.ca.gov/OPRL/dprewagedetermination.htm>.

- 6.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at District's Office and available to Contractor and any other interested party upon request.
- 6.4 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 6.5 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to District for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 6.6 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.
- 6.7 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). District hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at: <http://www.dir.ca.gov/dlse/cmu/cmu.html>.

- 6.8 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a “public work” only to subcontractors which are at that time registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor must obtain proof of such registration from all such subcontractors.”

**Section 7. Non-Discrimination.** Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

**Section 8. General Legal Compliance.**

- 8.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Municipal Code.
- 8.2 Contractor must, at Contractor’s sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by District.
- 8.3 Contractor must maintain a valid California Contractor’s License throughout the term of this Contract.

**Section 9. Clayton and Cartwright Act Assignments.** In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract for the Project, Contractor and any subcontractor will be deemed to have offered and agreed to assign to District 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 California Business and Professions Code), arising from purchases of goods, services, or materials for the Project. This assignment will be deemed made and will become effective at the time District tenders final payment to Contractor, without further acknowledgement by the Parties.

**Section 10. Independent Contractor.** Contractor is and will at all times remain as to District a wholly independent contractor. Neither District nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor’s officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of District.

**Section 11. Indemnification.**

- 11.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify District from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "Claims"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 11.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend District in all legal, equitable, administrative, or special proceedings, with counsel approved by District, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any District indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any District indemnified party, then Contractor may submit a claim to District for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the District indemnified party.
- 11.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the District's legal counsel to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. District will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.
- 11.4 Contractor agrees that settlement of any Claim will require the consent of District. District agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify District for the costs of any such settlement as required under this Contract.
- 11.5 Contractor's obligation to indemnify District applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a District indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or

sole willful misconduct of a District indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.

- 11.6 For the purposes of this section, "District" includes District's officers, officials, employees and agents.
- 11.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

**Section 12. Insurance.** Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit B ("Insurance"), which is made a part of this Contract.

**Section 13. Notice.**

- 13.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To District:                      CORTINA COMMUNITY SERVICES DISTRICT  
   104 S 5th St  
   Arbuckle, CA 95912  
   Attention: Rod Bradford  
   (Tel.) 530-304-6939  
   (Fax) ???-???-????

To Contractor:                      \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_  
   Attention: \_\_\_\_\_  
   (Tel.) \_\_\_\_\_  
   (Fax) \_\_\_\_\_

- 13.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 13.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

**Section 14. District Rights of Termination and to Complete the Work.**

- 14.1 The occurrence of any of the following is a default by Contractor under this Contract:
  - 14.1.1 Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure its completion within the time specified or any permitted extension.
  - 14.1.2 Contractor fails to complete the Work on time.
  - 14.1.3 Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
  - 14.1.4 Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.
  - 14.1.5 Contractor fails to make prompt payment to any subcontractor or for material or labor.
  - 14.1.6 Contractor fails to abide by any applicable laws, ordinances or instructions of District in performing the Work.
  - 14.1.7 Contractor breaches or fails to perform any obligation or duty under the Contract.
- 14.2 Upon the occurrence of a default by Contractor, District will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to District for the correction or elimination of such default are made, as determined by District, District may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.
- 14.3 In event of any such termination, District will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give District written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, District may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. Contractor and the surety will be liable to District for any and all excess costs or other damages incurred by District in completing the Work.
- 14.4 If District takes over the Work as provided in this Section, District may, without liability for so doing, take possession of, and utilize in completing the Work, such

materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

- 14.5 If District takes over the Work, District may also take possession of outstanding materials on order for the completion of the project, upon payment to the vendor. All excess costs incurred by District in obtaining such materials, will be the responsibility of the Contractor.

**Section 15. Project Documents.** All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "Project Documents") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of District. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to District in its possession, but may retain copies of any of the Project Documents it may desire.

**Section 16. General Provisions.**

- 16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- 16.2 Assignment. Contractor may not assign this Contract without the prior written consent of District, which consent may be withheld in District's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 16.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and District prior to the execution of this Contract.
- 16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the Board of Directors of District. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 16.6 Counterparts, Facsimile or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

- 16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by District of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.
- 16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.
- 16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Colusa. In the event of litigation in a U.S. District Court, venue will be in the **?????????????? District Court.**

[Signatures on the following page.]



The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

**CORTINA COMMUNITY SERVICES DISTRICT**

---

Rod Bradford, District Board Member

**APPROVED AS TO FORM:**

LEGAL COUNSEL

---

Nick Maloof

**CONTRACTOR**

(If not an individual, two signatures are required)

---

Name and Title

---

Name and Title

**VERIFICATION OF CALIFORNIA**

**CONTRACTOR’S LICENSE**

I certify, under penalty of perjury, that I have a valid California Contractor’s license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor’s License:

<hr/> License Number	<hr/> Class	<hr/> Expiration Date
----------------------	-------------	-----------------------

<hr/> CONTRACTOR (PRINT OR TYPE)		
----------------------------------	--	--

<hr/> Date
------------

<hr/> Signature
-----------------

(Public Contract Code § 6100)

**CERTIFICATE REGARDING**

**WORKERS' COMPENSATION**

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

\_\_\_\_\_  
Name (print or type)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

BOND NO. \_\_\_\_\_

### **PERFORMANCE BOND**

On \_\_\_\_\_, the Board of Directors of the CORTINA Community Services District, a California community services district ("DISTRICT"), awarded a contract ("Contract") to \_\_\_\_\_ ("CONTRACTOR" or "PRINCIPAL"), for the work ("Work") identified as \_\_\_\_\_

The Contract and related documents ("Contract Documents") are incorporated and made a part of this performance bond.

Under the Contract, CONTRACTOR is required to furnish this bond providing for the faithful performance of the Work

NOW, THEREFORE, we, CONTRACTOR, as PRINCIPAL, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto DISTRICT, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States of America, this sum being not less than one hundred percent (100%) of the estimated amount payable by DISTRICT under the terms of the Contract, PRINCIPAL and SURETY, bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, by this instrument.

### **BOND CONDITIONS**

1. PRINCIPAL will perform the Work the identified in the Contract. DISTRICT has estimated the required amount of the bond as shown above.
2. PRINCIPAL's performance of the Work will be done in accordance with the Contract Documents. Should PRINCIPAL fail to satisfactorily complete all required Work within the time allowed, DISTRICT may, at its sole discretion, either (1) cause all required Work to be done and the parties executing this bond will be firmly bound for the payment of all necessary costs for the performance of this Work or (2) make demand upon the SURETY to complete the required Work in which event the SURETY will commence completion of the Work within 30 days of the DISTRICT'S demand unless otherwise agreed in a writing signed by the parties.
3. PRINCIPAL will guarantee the Work against any defective work, labor or materials for a period of one year following the completion and acceptance of the Work by DISTRICT.

CONTRACT

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Municipal Code.
5. SURETY agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.
6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:
  - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
  - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
7. In case suit is brought upon this bond, the court will award and SURETY must pay, in addition to the face amount of this bond, all costs and reasonable attorney's fees incurred by DISTRICT in successfully enforcing any obligation under this bond.

IN WITNESS THEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

SURETY

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

- \* **ALL SIGNATURES ON THIS PERFORMANCE BOND MUST BE NOTARIZED USING APPROPRIATE 8½” x 11” NOTARY ACKNOWLEDGEMENT FORM.**
- \*\* **Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**
- \*\*\* **Corporations must affix corporate seal.**

BOND NO. \_\_\_\_\_

## **PAYMENT BOND**

On \_\_\_\_\_, the Board of Directors of the CORTINA Community Services District, a California community services district (“DISTRICT”), awarded a contract \_\_\_\_\_ (“Contract”) to

\_\_\_\_\_ (“CONTRACTOR” or “PRINCIPAL”), for the work (“Work”) identified as \_\_\_\_\_.

PRINCIPAL is required to furnish a bond under the Contract to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law.

PRINCIPAL and \_\_\_\_\_, a corporation incorporated under the laws of the State of \_\_\_\_\_ and licensed by the State of California to execute bonds and undertakings as sole surety (“SURETY”), are held and firmly bound unto DISTRICT in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States, which may be increased or decreased by a rider hereto executed in the same manner as this bond, for the payment of which sum PRINCIPAL and SURETY bind themselves, their successors, and assigns, jointly and severally, by this instrument.

### **BOND CONDITIONS**

1. PRINCIPAL will construct the Work identified in the Contract. Such performance will be in accordance with the Contract Documents identified in the Contract, which are hereby incorporated and made a part of this bond. DISTRICT has estimated the required amount of the bond as shown above.
2. If PRINCIPAL, its heirs, executors, administrators, successors, assigns or subcontractors fail to pay any of the persons named in California Civil Code section 3181, or any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract, or any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors under Unemployment Insurance Code section 13020, with respect to work or labor performed under the Contract, SURETY will pay for the same in an amount not exceeding the penal sum specified in this bond.
3. This bond inures to the benefit of any of the persons named in Civil Code section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond. In case suit is successfully brought upon this bond, SURETY further agrees to pay all reasonable attorneys’ fees and costs in an amount fixed by the court.

CONTRACT

4. This bond is conditioned upon and guarantees due compliance with all applicable law including, without limitation, the Municipal Code.
5. SURETY agrees that no changes, extensions of time, alteration or modification of the Contract or of the obligations to be performed thereunder will in any way affect its obligation on this bond, and waives notice of any such change, extension of time, alteration or modification of the Contract or of the obligations to be performed. Furthermore, SURETY expressly waives the provisions of California Civil Code sections 2845 and 2849.
6. This bond consists of this instrument, the Contract and Contract Documents referenced above, and the following two attached exhibits, all of which are incorporated herein by reference:
  - A. A certified copy of the appointment, power of attorney, bylaws or other instrument entitling or authorizing the persons executing this bond to do so; and
  - B. A certificate issued by the county clerk for the county in which SURETY's representative is located conforming with California Code of Civil Procedure § 995.640 and stating that SURETY's certificate of authority has not been surrendered, revoked, cancelled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

IN WITNESS THEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Signature \_\_\_\_\_



SURETY

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Signature \_\_\_\_\_

- \* **ALL SIGNATURES ON THIS PAYMENT BOND MUST BE NOTARIZED USING APPROPRIATE 8½” x 11” NOTARY ACKNOWLEDGEMENT FORM.**
- \*\* **Appropriate modifications will be made to this form if the bond is being furnished for the performance of an act not provided for by agreement.**
- \*\*\* **Corporations must affix corporate seal.**

## EXHIBIT A

### INSURANCE

1. **General Requirements.** Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name District, its officials, employees and agents as "additional insureds" under the insurance coverage and must state that such insurance will be deemed "primary" such that any other insurance that may be carried by District will be deemed "excess" to that of Contractor. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent form as determined by District. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. Limits may be no less than \$1,000,000 per occurrence for all covered losses, and no less than \$2,000,000 general aggregate.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Pollution liability; or
4. Contractual liability.

Coverage must be applicable to District for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by District. Limits must not be less than \$1,000,000 per accident, combined single limit, or if Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.

4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Contractor must provide evidence of an approved self-insurance program.
5. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by District. District reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days' advance written notice of such change. If such change results in substantial additional cost to Contractor, District and Contractor may renegotiate Contractor's compensation.
6. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the District's Risk Manager.
7. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to District for injury to employees of Contractor, its subcontractors or others performing work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of District following receipt of proof of insurance as required herein. Limits are subject to review, but in no event may be less than \$4,000,000 per occurrence and aggregate.
8. **Certificates of Insurance and Endorsements.** Prior to commencing any Work under this Contract, Contractor must file with the District Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by District. Such Certificates of Insurance and Endorsements must be in a form approved by District's legal counsel. Contractor must maintain current certificates and endorsements on file with District during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to District.
9. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, District may obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor.

10. **Effect of Coverage.** The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.
11. **Higher Limits of Insurance.** If Contractor maintains higher limits of insurance than the required amounts shown in Section 1 above, then such amounts will be the minimum required under this Agreement.

**CORTINA COMMUNITY SERVICES DISTRICT**  
**GENERAL CONDITIONS/SPECIFICATIONS**

Project: \_\_\_\_\_

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CORTINA CSD Street  
Rehabilitation Project

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## **GENERAL CONDITIONS/SPECIFICATIONS**

### 1. Definitions

#### 1.1 General Construction

Terms used in these General Conditions/Specifications and in other Contract Documents will have the definition provided in this Section 1, unless the context requires a different meaning.

The word "person" includes a corporation, association, partnership and any other form of legal entity.

Unless otherwise specifically defined herein, or unless the context requires a different meaning, all words, terms and phrases having a well-known or technical meaning will be so construed.

In the event of conflict, the order of precedence of governing documents will be as set forth in Section 5.1 of the Instructions to Bidders.

#### 1.2 Terms Defined

Acceptance: The formal written acceptance by District of a project that has been completed in all respects in accordance with the plans and specifications and any modifications.

Addendum: The modification of the plans and/or specifications issued to all prospective bidders during the period when necessary to change, correct, clarify, or further define any phase of the work.

Bidder: Any person submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Board Secretary: The Secretary to the Board of Directors of the District.

Board of Directors: The Board of Directors of District.

Contractor: The successful bidder who is awarded the Contract.

Construction Manager: The individual or entity that the District designates from time to time via written notice to the Contractor.

District Engineer/Engineer of Work/Engineer: The District Engineer for Willdan Engineering, or his/her duly authorized deputies, agents, representatives or inspectors. Also sometimes referred to as the "District Engineer" or "District Representative" in the Contract Document.

District: The CORTINA Community Service District, County of Colusa, State of California

Days: Calendar days, unless business days or work days, are expressly specified.



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**Materials:** Any material, equipment, appliance, process, item or article of any nature whatsoever installed or incorporated into the work or provided to District under the Contract.

**Project:** The project is the total improvement, of which the work performed under the Contract may be the whole or a part.

**Punch List:** List of corrective items, determined by the Engineer, which must be completed by the Contractor.

**Special Conditions:** Any provision in the Contract Documents that supplements, modifies and, when in conflict, supersedes these General Conditions/Specifications.

**Standard Specifications/Caltrans Standard Specifications:** Standard Specifications of the California Department of Transportation, latest edition.

**Standard Plan/ State Standard Plan:** Standard Plans prepared by the State of California, Business & Transportation Agency, Department of Transportation, latest edition.

**Subcontractor:** Any subcontractor under Contractor.

**Work:** That which is proposed to be constructed or done under the Contract, in strict accordance with the Contract Documents, including the furnishing of all necessary or convenient tools, equipment, material, labor and transportation.

**Working Days:** A working day is defined as any day, except Saturdays, Sundays, legal holidays and except days when Work is suspended by the Engineer, and any other day determined to be non-working in accordance with the Contract Documents.

### 1.3 General Conditions/Specifications

The provisions of these General Conditions/Specifications and any other Contract Document supersede the Caltrans Standard Specifications to the extent that the provisions supplement, modify or conflict with the Caltrans Standard Specifications in accordance with Section 5.1 of the Instructions to Bidders.

### 1.4 Abbreviations

AAN	American Association of Nurserymen
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APWA	American Public Works Association
ASME	American Society of Mechanical Engineers
AWS	American Welding Society
AWWA	American Water Works Association
EIA	Electronic Industries Association

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IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
NEMA	National Electrical Manufactures Association
SPPWC	Standard Plans for Public Works Construction
SSPWC	Standard Specification for Public Works Construction
SSS	State of California Standard Specifications, Latest edition, Department of Public Works, Department of Transportation

2. Work and Material Requirements

2.1 Use of Premises

(a) Contractor must confine all tools and equipment, the storage of materials, and the operation of workers to areas designated by the Engineer.

(b) With respect to any premises, tools or equipment of District made use of in the performance of the Contract, Contractor will be deemed to have inspected the same prior to use, have accepted them in good and safe condition and have agreed to maintain them in a safe condition for the protection of workmen while using them during the performance of the Work.

2.2 Materials Furnished By District

Materials furnished by District will be available at locations designated in the special conditions, or if not designated in the special conditions, will be delivered to a single location of District's choice within the project area. The materials will be hauled to the site of installation by Contractor at its expense, including any necessary loading and unloading that may be involved. The cost of handling and placing materials furnished by District will be considered as included in the price paid for the item involving such furnished material.

2.3 Or Equal

In the event that an item is called for by a specific product or trade name, Contractor will have 35 days after the award of the Contract for submission of data substantiating a request for a substitution of "an equal" item. In the event Contractor furnishes any "or equal" material more expensive than that specified in the bid form, the difference in cost of such material so furnished will be borne by Contractor under Public Contract Code section 3400.

2.4 Samples

Contractor must furnish for approval, within 35 days following notice of award of Contract, all samples as required in specifications together with catalogs and supporting data required by the Engineer. This provision does not authorize any extension of time for performance of the Contract. The Engineer will review such samples only for conformance with design and concept of Work and for compliance with information given in the Contract

Documents. Work must be in accordance with approved samples under Public Contract Code section 3400.

## 2.5 Warranty

(a) The labor and materials bond must remain in effect until expiration of six months after the period in which verified claims may be filed as provided in Civil Code section 9356, and the performance bond must be paid up and in effect for one year after the acceptance of the job by District in accordance with the guarantee required by Subsection 2.5(b), below.

(b) Besides warranties and guaranties otherwise required by the Contract Documents, Contractor warrants and guarantees all Work for a period of one year after date of acceptance of the Work by District, unless a longer period is specified, and must repair or replace any or all such Work, together with any other Work, which may be displaced in so doing, that may prove defective in workmanship, materials or both within one year from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. The Engineer will give notice of observed defects with reasonable promptness. Contractor must notify the Engineer upon completion of repairs.

(c) In the event Contractor fails to commence the corrective work within 10 days after being notified in writing to do so by the Engineer and prosecute the corrective work to timely completion, District may proceed to have defects corrected and made good at the expense of Contractor who must pay the costs and charges of such corrective work immediately on demand.

(d) If, in the opinion of the Engineer, defective work creates a condition that requires immediate corrective work, the Engineer will attempt to give the notice required by this Section. If Contractor cannot be contacted or does not comply with District's request for correction within a reasonable time as determined by the Engineer, District may, notwithstanding the provisions of this Section, proceed to make such corrective work, and Contractor will be liable for costs of such corrective work. Such action by District will not relieve Contractor of the warranties and guaranties provided in this Section or elsewhere in the Contract.

(e) This Section does not in any way limit the warranty or guaranty on any material for which a longer warranty or guaranty is specified in the Contract Documents or on any items for which a manufacturer gives a warranty or guaranty for a longer period. Contractor must furnish the Engineer with all appropriate warranty and guaranty certificates upon completion of the Work.

## 2.6 Liens

No materials, supplies, tools or equipment for Work under this Contract may be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest herein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all materials installed or incorporated in the Work by Contractor or any subcontractor and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by Contractor, to District free from any claim, liens, or charges. Contractor further agrees that neither Contractor nor any person furnishing any materials, supplies, tools, equipment or labor for any Work covered by this Contract will have any right to lien upon the premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions title to which is commonly retained by utility companies or

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political subdivisions. In event of the installation of any such metering device or equipment, Contractor will so advise District. Nothing contained in this article, however, will defeat or impair the rights of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in the hands of District, and this provision will be inserted in all subcontracts and material contracts and notice of its provisions will be given to all persons furnishing material for Work when no formal contract is entered into for such material.

## 2.7 Manufacturer's Recommendations

Where the manufacturer of any material or equipment provides written recommendations or instructions for its use or method of installation (including labels, tags, manuals or trade literature), such recommendations or instructions must be complied with, except where the Contract Documents specifically require deviations.

## 2.8 Certificates of Compliance

The District Engineer may require certificates of compliance with the specifications for materials or manufactured items produced outside of the job site. Such certificates will not relieve Contractor from the requirements of providing materials and manufactured items complying with the specifications even though they have been incorporated into the job.

## 3. Grading Ordinance

(a) All excavation, filling and grading operations in the District are governed by grading regulations of Colusa County. No grading permit is required of Contractor for Work performed within the limits of the project right-of-way shown on the plans.

(b) Materials, exported or wasted outside of the project right-of-way shown on the plans, are subject to all requirements of the grading regulations of Colusa County. The requirements may include, but are not limited to, submitting a grading plan prepared by a civil engineer, obtaining a grading permit, paying the permit fee, posting a grading bond, hiring professionals for engineering and testing services, compacting fills, constructing drainage facilities, and providing erosion protection. These requirements are the responsibility of the owner of the land on which the material is placed. To ensure that neither District nor Contractor are a party to aiding or abetting any property owner to violate the Grading Ordinance, no material may be exported or wasted outside the limits of the project right-of-way until Contractor has furnished the Engineer a copy of the grading permit or certificate of exemption covering such operation on land where the material is to be deposited.

## 4. Progress Payments to Contractor

### 4.1 Progress Payments to Subcontractors

Contractor must pay to any subcontractor, no later than seven days after receipt of each District progress payment, unless otherwise agreed to in writing, the respective amounts allowed Contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest in the progress payment. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the Contractor to a subcontractor, the Contractor may withhold no more than 150% of the amount disputed.

In all contracts between Contractor and its subcontractors, the percentage of the retention of proceeds withheld may not exceed the percentage specified in the Contract Documents between the District and the Contractor.

#### 4.2 Substitution of Securities

Pursuant to Public Contract Code section 22300 and upon Contractor's request, District will make payment of funds retained from progress payments for performance security, if Contractor deposits in escrow with District's Finance Director or with a state or federal chartered bank acceptable to District as escrow agent, securities eligible for the investment of District funds under Government Code section 16430 or bank or savings and loan certificates of deposit. Securities may be substituted upon the following terms and conditions:

- (a) Contractor will bear all expenses in connection with the escrow deposit made.
- (b) Securities or certificates of deposit must be of a value equal to 100% of the amounts of retention to be paid to Contractor.
- (c) Contractor must enter into an escrow agreement that is substantially the same as set forth in Public Contract Code section 22300.
- (d) Contractor must obtain the written consent of the surety to the escrow agreement.

#### 5. Time for Completion

##### 5.1 Payment for Delays to Contractor

Contractor will be compensated when any extension of time is granted for delays caused solely by action or inaction of District, which the Engineer determines materially increases or decreases the costs of any portion of the Work. If the Engineer determines that compensation is not justified, Contractor will be so advised in writing. Contractor may then submit a notice of potential claim to the Engineer, as provided in the Standard Specifications relative to disputed Work.

##### 5.2 Rights of District to Increase Working Days

If such Work is not completed within the time for completion, the Board of Directors has the right to increase the number of working days in the amount it may determine will best serve the interests of District, and, if it desires to increase the number of working days, it has the further right to charge Contractor and deduct from the final payment for the Work, the actual cost of engineering, inspection, superintendence, and other overhead expenses that are directly chargeable to Contractor, and that accrue during the period of such extension, except that the cost of the final service and preparation of the final estimates may not be included in such charges.

#### 6. Construction Schedule and Commencement of Work

##### 6.1 Proposed Construction Schedule

(a) After notification of award and prior to the start of any Work, Contractor must submit to the District Engineer for approval the proposed construction schedule. The

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construction schedule must be in the form of a Critical Path Method (CPM) in sufficient logic and detail to show the chronological relationship of all activities of the project, including, but not limited to, estimated starting and completion dates of various activities, procurement of materials and scheduling of equipment, work of subcontractors, interface with work by others, and other tasks required to complete the project. The level of detail must be consistent with the complexity of the project as determined by the District Engineer. The construction schedule must reflect completion of all Work included in the Contract within the Completion Time in accordance with these specifications. A construction schedule showing the project complete in less than the Completion Time will not be accepted. The construction schedule must be cost loaded on a monthly basis.

(b) If Contractor desires to make a major change in its method of operation after commencing construction, or if its schedules fail to reflect the actual progress, it must submit to District a revised construction schedule in advance of beginning any revised operations.

(c) The baseline construction schedule must utilize the Completion Time included in the Contract and must not extend beyond the number of working days. The baseline schedule must have a date of the first working day of the Contract and not include any completed work to date. The baseline construction schedule must not attribute negative float or negative lag to any activity. If the Contractor intends to complete the Work prior to the time of completion, the intended date of completion must be set forth in the construction schedule and the Contractor must execute a zero-cost Contract Change Order that reduces the number of working days allowed for completion to conform to the intended completion date.

(d) Float, slack time, or contingency within the schedule and the total float within the overall construction schedule, is not for the exclusive use of the Contractor or the District, but is jointly owned and is a resource to meet Contract milestones and the Contract Completion Time. The Contractor must not sequester shared float through such strategies as extending activity duration estimates, using preferential logic, or using extensive crew/resource sequencing. Since float time within the construction schedule is jointly owned, no time extensions will be granted nor delay damages paid unless a delay occurs that extends the Work beyond the Contract Completion Time. Since float time within the construction schedule is jointly owned, it is acknowledged that District caused delays can be offset by District caused time savings. Therefore, the Contractor will not be entitled to receive a time extension or delay damages until all District caused time savings are exceeded and the Contract Completion Time is also exceeded.

(e) If the Contractor has fallen behind the accepted Construction Schedule by more than 15 percentage points based on earned progress payments, the Contractor must take steps, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of work, and/or amount of construction equipment until such time as the Work is back on schedule. Contractor must also submit for review no later than the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the rate of progress will be regained. All cost required to bring the Project back on schedule will be borne by the Contractor without additional cost to the District.

(f) If the Contractor falls behind the accepted construction schedule, as modified by such time extensions as may have been granted by the District for unavoidable delays, by more than 35 percentage points based on earned progress payments, the Contractor will be deemed in material breach of Contract and the Work turned over to the surety for completion within the scheduled time.

(g) Contractor must include in the schedule, detailed information for each operation. When the project schedule includes multiple streets or sites, Contractor must include detailed information for each street or site. When notifications or parking restrictions are required such dates must be included in the schedule.

(h) Contractor must provide critical path schedules in legible hardcopy format and must also submit schedules with each update in an editable electronic format compatible with MS Project or Primavera as directed by Engineer.

## 6.2 Beginning of Work

(a) The delivery to District, for execution and approval of the Contract Documents properly executed on behalf of Contractor and surety, constitutes Contractor's authority to enter upon the site of the Work and to begin operations, subject to its assumption of the risk of the disapproval of the Contract, as herein provided, and subject also to the following:

- (1) Contractor's receipt from District for the properly executed Contract Documents, including bonds and certificates of insurance.
- (2) District may, for any reason, order Contractor not to enter upon the site of the Work, which order will nullify the authority of Contractor to enter upon the site prior to receipt of the Notice to Proceed.
- (3) Notice in writing of Contractor's intention to start Work prior to approval, specifying the date on which Contractor intends to start, must be given to the Engineer at least 48 hours in advance.
- (4) Contractor must, on commencing operations, take all precautions required for public safety and observe all the provisions in these General Conditions/Specifications and any Special Conditions.
- (5) In the event of disapproval of the Contract, Contractor must, at its expense, do such Work as is necessary to leave the site in a neat condition to the satisfaction of the Engineer. If the Work done affects any existing road or highway, Contractor must, at its expense, restore it to its former condition or the equivalent thereof to the satisfaction of the Engineer.
- (6) All Work done according to the Contract prior to its approval will, when the Contract is approved, be considered authorized Work and will be paid for as provided in the Contract.

(b) Entry upon the site without authority will be treated as trespassing.

(c) Should Contractor begin the Work in advance of receiving notice that the Contract has been approved as provided above, any Work performed by Contractor in advance of the date of approval will be considered as having been done by Contractor at Contractor's own risk and as a volunteer unless the Contract is so approved.

(d) Contractor may start the Work at any time after the Notice to Proceed is issued, but Work must begin within the number of days indicated on the Bid Proposal after the starting

date for the Contract, or at such other times as may be indicated in the Special Conditions. The actual date on which Contractor starts the Work will not affect the required item for completion as provided for in the Contract.

(e) If required by the Special Conditions, Contractor must start construction operations on that part of the project designated by the Engineer.

(f) Contractor must perform all the Work in such a manner and with sufficient materials, equipment, and labor to insure its completion in accordance with the plans and specifications within the time set forth in the Contract.

### 6.3 Temporary Suspension of Work

(a) Should suspension of the Work be ordered by reason of the failure of Contractor to carry out orders or to perform any provisions of the Contract; or by reason of weather conditions being unsuitable for performing any item or items of the Work; Contractor, at its expense, must take all steps necessary to provide and maintain a safe, smooth, and unobstructed passageway through construction for use by public traffic during the period of such suspension. In the event that Contractor fails to take such steps, District may perform such tasks and the cost thereof will be deducted from monies due Contractor.

(b) If the Engineer orders a suspension of all of the Work or a portion of the Work which is the current controlling operation or operations, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the Work, the days on which the suspension is in effect will not be considered working days for the purpose of calculating Contractor's time of performance.

(c) If a portion of the Work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

(d) If suspension of the Work is ordered by the Engineer, due to the failure on the part of Contractor to carry out orders given or to perform any provision of the Contract, no time extension for such suspension will be granted.

### 6.4 Starting of Contract Time

As soon as practicable after the Contract has been executed by both parties, a Notice to Proceed will be issued by District stating the starting date of the Contract time, which will be as stated in the Notice to Proceed, unless otherwise provided in the Special Conditions.

### 6.5 Liquidated Damages

The parties agree that time is of the essence in the completion of the Work, and that in case all the Work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in the Contract Documents, as modified by extensions of time granted by District, damage will be sustained by District. As it is impracticable to determine the actual delay damage, the parties agree that Contractor must pay liquidated damages to District in the amount set forth on page 1 of the Bid Proposal, per calendar day for each and every calendar days' delay beyond the time prescribed to complete the Work. If Contractor fails



to pay the liquidated damages, District may deduct the amount from any monies due or that may become due Contractor under the Contract.

## 7. Subcontracting

### 7.1 Subcontractors Bound By Contract

Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to the subcontractor's work. If Contractor subcontracts any part of this Contract, Contractor will be fully responsible to District for the acts and omissions of every subcontractor and of persons either directly or indirectly employed by every such subcontractor. Nothing contained in the Contract Documents, however, creates any contractual relation between any subcontractor and District.

### 7.2 District Consent to Subcontractors

District's consent to, or approval of, any subcontractor under the Contract does not in any way relieve Contractor of its obligations under the Contract nor will such subcontract or approval be deemed to waive any provision of the Contract between District and Contractor.

## 8. Work By Others

### 8.1 District's Right to Award Other Contracts

(a) District reserves the right to award other contracts in connection with the project. Nothing in these General Conditions/Specifications may be interpreted as granting to Contractor exclusive occupancy at the site of the project.

(b) If simultaneous execution of any contract is likely to cause interference with performance of some other contract or contracts, District will decide which contractor must cease Work temporarily and which contractor must continue or whether Work can be coordinated so that contractors may proceed simultaneously. Notwithstanding any other provision of these General Conditions/Specifications, District is not responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

### 8.2 Contractor's Responsibilities

Contractor must ascertain to its own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by District in prosecution of the project to the end that Contractor may perform the Contract in consideration of such other contracts, if any.

Contractor must afford other contractors and utilities reasonable opportunity for introduction and storage of their materials and execution of their tasks and must properly connect and coordinate its efforts with theirs. Contractor may not cause any unnecessary hindrance or delay to any other contractor working on the project.

If any part of Contractor's Work depends for proper execution or results upon Work of any other contractor, Contractor must inspect and promptly report to the District

Engineer any defects in such Work that render it unsuitable for such proper execution and results. Its failure so to do constitutes a waiver by Contractor of any claim of delay caused by events beyond Contractor's control.

9. Authority of the Engineer

9.1 General Authority

The Engineer will decide any and all questions which may arise as to the quality or acceptability of materials furnished and Work performed, and as to the manner of performance and rate of progress of the Work, and must decide all questions that may arise as to the interpretation of the drawings and specifications, and all questions as to the acceptable fulfillment of the Contract on the part of Contractor, and as to compensation. The Engineer's decisions are final and the Engineer has authority to enforce and make effective such decisions and orders.

9.2 Interpretation of Drawings and Specifications

The Engineer will interpret the meaning of any part of the drawings and specifications about which any misunderstanding may arise and the Engineer's decision will be final. Should there appear to be any error or discrepancy in or between the drawings and specifications, Contractor must refer the matter to the Engineer for adjustment before proceeding with the Work. Should Contractor proceed with the Work without so referring the matter, it does so at its own risk.

9.3 Inspection

(a) The Engineer must be provided full access to all operations involving the Work under the Contract and be provided reasonable advance notice of the time and place of operations which the Engineer desires to observe. The Engineer must be provided with all requested samples of materials and Work for testing purposes.

(b) Contractor must furnish the Engineer reasonable facilities for obtaining such information as may be necessary to keep the Engineer fully informed respecting the progress and the manner of the Work. The Engineer's inspection of the Work will not relieve Contractor from any obligation under the Contract. The Engineer has authority to stop any Work whenever provisions of Contract Documents are not being complied with and Contractor must instruct its employees and any subcontractors accordingly.

9.4 Disputes Pertaining to Payment for Work

Should any dispute arise respecting the true value of any of the Work done, of any of the Work omitted, or any extra Work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of the Contract, such dispute will be decided by the Engineer.

10. General Provisions

10.1 Utilities

(a) All utilities, including but not limited to, electricity, water, gas, telephone used on the Work will be furnished at Contractor's sole expense. Contractor must furnish and install

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necessary, temporary distribution systems, including meters, from distribution points to points on site where utility is necessary to carry on the Work. Upon completion of the Work, Contractor must remove all temporary distribution systems. Unless otherwise indicated, the Contractor must also arrange for permanent utilities as necessary for completion and operation of the work. Contractor must pay for utilities until the "Project Acceptance and Final Payment" form is executed and the Work is accepted by the Engineer.

(b) If the Contract is for an addition to an existing structure, Contractor may, with written permission of the Engineer, use District's existing utilities to carry on the Work by making prearranged payments to District.

#### 10.2 Water Supply

Water will be provided by the District **at no cost** in accordance with its applicable rules and regulations. Contractor must coordinate the supply of water for the project with the District's Engineer.

#### 10.3 Dust Control

Contractor must provide such dust control equipment and methods as may be required to protect adjacent property from annoyance or damage from dust caused by its operations, and failure to control such dust will be cause for the Engineer to stop the Work until the dust is controlled. Contractor will have no recourse to collect from District for any loss of time or expense sustained by Contractor due to such suspension of the Work.

#### 10.4 Removal and Disposal of Structures and Obstructions

All fences, trees, and obstructions of any nature to the execution of the Work removed by Contractor must be disposed of, reused or delivered to District's Corporation Yard as required. These tasks are to be included in the cost of other items bid on, if there is no item covering the same. Any obstruction that is privately owned that is removed by Contractor must be replaced or compensated at Contractor's sole expense to the satisfaction of the Engineer.

#### 10.5 Surveys

Surveys to determine location of property lines and corners, locations of construction, grading and site Work must be supplied by Contractor.

No survey information beyond the information on the plans will be provided by the Engineer. Contractor must preserve all stakes set for the lines, grades or measurements of the Work until authorized to remove them by the Engineer. Any expense incurred in replacing such stakes which Contractor may have failed to preserve will be borne by Contractor.

#### 10.6 Layout and Field Engineering

All field engineering required for laying out the Work and establishing grades for earthwork operations will be furnished by Contractor at its sole expense. Such engineering will be done by a qualified Civil Engineer approved by the Engineer. Any required "as built" drawings of site development must be prepared by the approved Civil Engineer at Contractor's sole expense.

10.7 Traffic Requirements

(a) Street Closures, Detours, and Barricades.

- (1) Street closures require discretionary District Council authorization and are not allowed unless no safe and effective alternative exists. Contractor must prepare a comprehensive justification for the proposed alternative. Contractor must consider contract time in the justification, and allow at least 45 calendar days for District review and processing. Meetings, including those outside normal working hours may be necessary.
- (2) All costs involved in complying with the following requirements for street closures, detours and barricades will be borne by Contractor.
- (3) Contractor must notify the Engineer at least 5 working days before closing or partially closing any street. The Contractor must arrange detour routes and issue signing instructions, if required. All detour routes must be submitted for approval by the Engineer at least 10 working days before the detour.
- (4) Contractor must notify the following agencies, at least 48 hours in advance of the closing, partial closing, or opening of any street or alley:

County Sheriff	530-458-0200
Fire Department	530-476-2424 or 530-476-2231
Ambulance	530-476-2424 or 530-476-2231

- (5) Contractor must install, maintain, and remove all temporary barricades, lights, warning signs, and other facilities necessary to control traffic as specified in the California Manual on Uniform Traffic Control Devices (CMUTCD). Materials for a temporary facility may be provided from new or used materials. If used materials are provided, they must be sound, in good condition, and otherwise meet the requirements of new materials.
- (6) If at any time any portion of the street is obstructed to traffic, Contractor must post "No Parking Anytime" signs on both sides of the street for a distance of 300 feet beyond the obstructed portion of the street.
- (7) In addition to the lane width specified in subsection (b) below, Contractor must maintain a minimum clearance of three feet to excavations and a minimum of two feet to curbs and other obstructions. When traffic patterns required by the Work are such that opposing lanes of traffic must cross the existing centerline, Contractor must separate the opposing lanes at intervals, not to exceed 25 feet, or as directed by the Engineer.

(b) Minimum Requirements for Maintaining Traffic Flow: **Contractors attention is direction to section 10-1-17 of the special provisions for additional requirements.** Contractor must use trained flaggers, warning signs and cones to maintain One Way alternating traffic control.

10.8 Tests and Inspections

(a) If the Contract, or any laws, ordinances, regulators or any public authority requires any of the Work to be specially inspected, tested or approved, Contractor must give notice in accordance with such authority of its readiness for such inspection or test at least two working days prior to such inspection. If inspection or testing is by an authority other than District, Contractor must arrange for such inspection or testing, and Contractor must also give at least two working days prior written notice to the authority and the Engineer of the date fixed for such inspection. Required certificates of inspection or approval must be secured by Contractor. The Engineer will promptly make observations, where practicable, and do so at the source of supply. If any of the Work is covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for inspection or testing and satisfactorily reconstructed at Contractor's sole expense in strict accordance with the Contract Documents. Costs of tests and inspections of any materials found to be not in compliance with the Contract must be paid for by Contractor at its sole expense. Other costs for tests and inspection of materials will be paid by District.

(b) Where such inspection and testing are to be conducted by an independent laboratory agency, such materials or samples of materials to be tested will be selected by such laboratory or agency, or the Engineer, and not by Contractor.

(c) Contractor must notify the Engineer in writing a sufficient time in advance of manufacture of materials to be supplied under contract, which must by terms of the contract be tested, in order that the Engineer may arrange for testing of same at the source of supply. Any materials shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from the Engineer that such testing and inspection will not be required, may not be incorporated in the Work without prior approval of the Engineer and subsequent testing and inspections.

(d) Re-examination of questioned Work may be ordered by the Engineer and, if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, District will pay the costs of re-examination and replacement. If such Work is found not to be in accordance with the Contract Documents, Contractor must pay the costs at its sole expense.

10.9 Soils Investigation Report

When a soils investigation report is available from District, such report will not be a part of the Contract. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the Contract. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine underground condition of soil.

10.10 Compaction Tests

(a) District will perform compaction tests as required by the District Engineer, in accordance with ASTM D-1557 or California Test Method No. 216.

(b) Contractor must bear the total expense of all failing tests.

10.11 Cutting and Patching

(a) Contractor must do all cutting, fitting, or patching of the Work as required to make its several parts come together properly and fit to receive or be received by other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed project, as the Engineer may direct. All costs caused by defective or ill-timed Work will be borne by the Contractor.

(b) Contractor may not endanger any of the Work by cutting, excavating, or otherwise altering the Work and may not cut or alter any Work of any other contractor, except with the written consent of the Engineer.

10.12 Earthquake and Tidal Wave Damage

Notwithstanding the provisions of Subsection 4-1.2 of the SSPWC, when the Governor of California or the President of the United States declares that the area where the Work is being constructed is a disaster area due to earthquakes or tidal waves, Contractor will be relieved of the responsibility for repairing damage to the Work caused by earthquake or tidal wave, unless such damage results from negligent acts or omissions of Contractor.

10.13 Highway and Railroad Permits

The Engineer will obtain the basic state highway and railroad encroachment permits, which will include checking of plans. Contractor must also obtain its own permits from these agencies. Inspection and permit fees charged by these agencies must be paid by Contractor. Any other permits must be obtained by Contractor at no additional cost to District.

10.14 Noise Control

Construction Noise Level Limits: Construction operations must comply with applicable District or Colusa County Noise Regulations.

11. Acceptance of Work

11.1 No Waiver of Legal Rights

(a) District will not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefor from showing the true amount and character of the Work performed and materials furnished by Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the Work or materials do not in fact conform to the Contract.

(b) District will not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from Contractor or its surety, or both, such damages as it may sustain by reason of Contractor's failure to comply with the terms of the Contract.

(c) Neither the acceptance by the Engineer nor by the Engineer's representative nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Engineer will operate as a waiver of any portion of the Contract

or of any power herein reserved, or of any right to damages. A waiver of any breach of the Contract will not be held to be a waiver of any other or subsequent breach.

#### 11.2 Non-Complying Work

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the District, will constitute an acceptance of any of the Work not done in accordance with the Contract Documents or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

#### 11.3 Fulfillment of Contract

Contractor must, at its sole expense, protect and care for all the Work it performs until the Contract has been fulfilled to the satisfaction of, and the Work has been accepted in writing by, the Engineer. The date upon which the Engineer accepts the Work as complete will be the date that Contractor is relieved from responsibility to protect the Work.

#### 11.4 Correction of Work Before Acceptance

(a) Contractor must promptly remove from the site or premises all Work determined by the Engineer as failing to conform to Contract, whether or not installed or incorporated. Contractor must promptly replace and re-execute the Work to comply with the Contract Documents without additional expense to District and will bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

(b) If Contractor does not remove such nonconforming Work within a reasonable time, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within 10 days' time thereafter, District may, upon 10 days' written notice, discard such materials or sell such materials at auction or at private sale and will provide an accounting to Contractor for net proceeds of such sale, after deducting all costs and expenses that should have been borne by Contractor.

#### 11.5 Deductions for Uncorrected Work

If District deems it inexpedient to correct any Work injured or not done in accordance with the Contract, District will make an equitable deduction from the Contract price.

#### 11.6 Final Clean Up

Upon completion of the Work and before acceptance and final payment will be made, Contractor, as its sole expense, must clean the Work area and all premises occupied by it in connection with the Work. All rubbish, weeds, graffiti, one-call USA markings, excess materials, falsework, temporary structures, tools and equipment must be removed and all parts of the Work must be left in a neat and presentable condition. All excavations left by removal of structures must be filled with clean suitable soil acceptable to the Engineer.

#### 11.7 Certificate as to Compliance With Certain Regulations

Contractor must file with Engineer, prior to the acceptance of the Work, a certificate in form substantially as follows:

I (We) hereby certify that all of the Work has been performed and materials supplied in accordance with the specifications, drawings, and Contract Documents for the Work and that:

- (a) no less than the prevailing rates of per diem wages as ascertained by the Director of Industrial Relations has been paid to workers employed on this Work and a copy of these rates has been posted and maintained at the Work site at all times during the course of the Work;
- (b) there have been no unauthorized substitutions of subcontractors; nor have any unauthorized subcontracts been entered into;
- (c) no subcontract was assigned or transferred or performed by anyone other than the original subcontractor, except as provided in the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100 and following; and
- (d) all claims for materials and labor and other services performed in connection with the Contract Documents have been paid.

## 12. Claims between District and Contractor

### 12.1 Definition of Claim

As used in this section, "claim" means a separate demand by Contractor for (1) a time extension, (2) payment of money or damages arising from Work done by or on behalf of Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by District.

### 12.2 Notice of Potential Claim Procedure

(a) Contractor agrees that it will not be entitled to the payment of any additional compensation for any claim that may be based on any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, RFI response, or for the happening of any event or occurrence, unless the Contractor has given the Engineer written notice of a potential claim as provided in this subsection. The intent of this notice requirement is for Contractor to notify the Engineer of potential differences that affect the Contract at the earliest possible time in order that the differences may be settled, if possible, or other appropriate action may be promptly taken.

(b) The written notice of a potential claim must be submitted on the District's claim form and certified with reference to the California False Claims Act, Government Code sections 12650-12655. The written notice of potential claim must include the following information:

- (1) The complete nature and circumstances of the dispute which caused the potential claim.
- (2) The Contract provisions that provide the basis of the claim.
- (3) The estimated cost of the potential claim, including an itemized breakdown of individual costs and how the estimate was determined.



- (4) A time impact analysis of the project schedule that illustrates the effect on the scheduled completion date due to schedule changes or disruptions where a request for adjustment of contract

(c) The written notice of potential claim must be submitted to the Engineer prior to the time that the Contractor performs the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer. The Contractor must provide the Engineer the opportunity to examine the site or Work and respond within five business days from the date the notice of potential claim was submitted to the Engineer. The Contractor must then proceed with the performance of the Work unless otherwise specified or directed by the Engineer. When the affected Work is completed, the Contractor must submit substantiation of the Contractor's actual costs and total amount of the claim within 10 days of completing the Work. Failure to do so will be sufficient cause for denial of any claim subsequently filed on the basis of the notice of potential claim.

(d) In all other cases the written notice of potential claim must be submitted to the Engineer within 15 days after the happening of the event, occurrence or other cause, giving rise to the potential claim.

### 12.3 Claim Processing Procedure

All claims of \$375,000 or less for which a written notice of potential claim was filed and which claim is not promptly resolved under subsection 12.2, will be processed and resolved in accordance with Public Contract Code section 20104 and following, the provisions of which are generally set forth in this subsection. This subsection and the requirements of Public Contract Code will not apply if District elects to resolve the dispute by arbitration pursuant to Public Contract Code section 10240 and following.

(a) The claim must be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment.

(b) For claims of less than \$50,000, District will 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 or claims District may have against the claimant. Additional information may be requested, submitted and acted upon as provided for in Public Contract Code section 20104.2.

(c) For claims of over \$50,000 and less than or equal to \$375,000, District will 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 or claims District may have against the claimant. Additional information may be requested, submitted and acted upon as provided for in Public Contract Code section 20104.2.

(d) If the claimant disputes District's written response, or District fails to respond within the time prescribed in Section 20104.2, the claimant may so notify District, in writing, either within 15 days of receipt of District's response or within 15 days of District'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, District will schedule a meet and confer conference within 30 days for settlement of the dispute.

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(e) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Government Code section 900 and following. For purposes of this subsection, the running of the period of time within which a claim must be filed will be tolled from the time the claimant submits the written claim pursuant to this subsection until the time that the claim is denied as a result of the meet and confer process, including any meet and confer time.

(f) Any civil action filed to resolve a claim will be subject to nonbinding mediation and judicial arbitration in accordance with Public Contract Code sections 20104.4 and 20104.6.

(g) This section does not apply to tort claims and nothing herein is intended nor will it be construed to change the time periods for filing tort claims or actions as specified by Government Code section 900 and following.

13. Assignment of Rights

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to District 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 will be made and become effective at the time District tenders final payment to Contractor, without further acknowledgement by the parties. (Pub. Con. Code § 7103.5.)

14. Prohibited Interests

No official, employee, or agent of District, nor any member of their immediate family, may have any direct or indirect interest in this Contract.

15. Labor Code Requirements

15.1 State Wage Determination

(a) Under California Labor Code section 1770 and following, Contractor must pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the Owner, which copies must be made available to any interested party on request, and are also available on the Internet at the website of the Department of Industrial Relations: <http://www.dir.ca.gov/dlsr/PWD/index.htm>. Contractor must post a copy of such determination at each job site.

(b) Under Labor Code section 1775, Contractor will, as a penalty to District, forfeit the statutory penalty each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the Contract by it or by any subcontractor under it.

(c) Contractor must comply with all provisions of Labor Code section 1775.

15.2 Compliance Monitoring

(a) The Work is subject to prevailing wage compliance monitoring and enforcement by the Department of Industrial Relations (Labor Code § 1771.4).

(b) Pursuant to Labor Code section 1771.4, Contractor and its subcontractor(s) must furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner, in the following manner:

- (1) At least monthly or more frequently if specified in the contract with the awarding body.
- (2) In a format prescribed by the Labor Commissioner.

(c) Contractor must post job site notices, as prescribed by regulation (Labor Code § 1771.4).

### 15.3 Payroll Records

(a) Under Labor Code section 1776, Contractor and each subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the public work.

(b) The payroll records enumerated in subsection (a) above, must be certified and made available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

- (1) A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subsection (a) must be made available for inspection or furnished upon request to a representative of the body awarding the Contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subsection (a) must be made available upon request by the public for inspection or copies thereof made. However, a request by the public must be made through either the body awarding the Contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph (2) above, the requesting party must, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal offices of Contractor.

(c) Contractor or any subcontractor must file a certified copy of the records enumerated in subsection (a) with the entity that requested the records within 10 days after receipt of a written request.

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(d) Any copy of records made available for inspection and copies furnished upon request to the public or any public agency by District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement must be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor or any subcontractor performing the contract may not be marked or obliterated.

(e) Contractor must inform District of the location of the records enumerated under subsection (a), including the street address, District and county, and must, within five working days, provide a notice of change of location and address.

(f) Contractor or any subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated under subsection (a). In the event of noncompliance with the requirements of this Section, Contractor must, as a penalty to the state or District, forfeit the statutory penalty for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. These penalties will be withheld from progress payments then due. Responsibility for compliance with Section 15.3 (a) through (f) lies with Contractor.

(g) For all projects, the payroll records enumerated in subsection 15.3 (a) above, must be delivered to the Labor Commissioner (no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner.

(h) For federally funded projects, Contractor must submit certified payroll records weekly to the Engineer.

(i) Upon request, Contractor must submit backup documentation for certified payroll records including cancelled checks, proof of payment of fringe benefits, time cards, apprenticeship documentation, and other backup records.

#### 15.4 Apprentices

(a) Contractor must comply with Labor Code section 1777.5 and following, and Title 8, California Administrative Code section 200 and following, with respect to apprentices. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, Contractor and subcontractors should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the Work. Responsibility for compliance with this Section lies with Contractor. District policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards. These provisions require that contractors and subcontractors submit contract award information to the applicable joint apprenticeship committee, employ apprentices in apprenticeable occupations in a ratio of not less than one hour or apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted in accordance with Section 1777.5), contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors may not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice agreements may be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations. Contractor agrees to provide Division of

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Apprenticeship Standards (DAS) Form 13 or any successor apprenticeship reporting form to District no later than the time of Contractor's execution of the Contract Documents.

(b) Contractor must comply with the requirements of Form FHWA 1273 (for federally funded projects), and Labor Code sections 1777.5 and 1776. In the event of conflict between the provisions, Contractor must comply with the most stringent provision that requires the largest number of apprentices.

#### 15.5 Working Hours

(a) Contractor must comply with all applicable provisions of Labor Code section 1810 and following relating to working hours. Contractor will forfeit the statutory penalty to District for each worker employed in the execution of the Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight hours at not less than one and a half (1-1/2) times the basic rate of pay. Contractor must comply with all requirements for payment of overtime and holiday rates of pay.

(b) District may withhold from any monies payable on account of Work performed by Contractor or any subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor, for unpaid wages and liquidated damages as provided for in subsection (a), above.

#### 15.6 Workers Compensation

(a) Under Labor Code sections 1860 and 3700, Contractor is required to secure the payment of compensation of its employees.

(b) Under Labor Code section 1861, Contractor must sign and file with District the following certification prior to performing the Work of the Contract: "I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

#### 15.7 Protection of Workers in Trench Excavations

As required by Labor Code section 6705, whenever Work under the Contract involves the excavation of any trench or trenches five feet or more in depth, Contractor must submit for acceptance by District or by a registered civil or structural engineer, employed by District, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan must be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor will be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section may be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section may be construed to impose tort liability on District, the District Engineer, nor any District officers, agents, representatives, or employees. Unless a specific bid item is included in

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the Bid Proposal, payment for protection of workers in excavations requiring adequate sheeting, shoring, bracing and other safety provisions must be included in the bid item for mobilization. A separate item must be shown in the schedule of values for protection of workers in trench excavations. Contractor must obtain all necessary permits for excavation work from Cal/OSHA at Contractor's expense.

16. Sales and Use Tax Cooperation

Contractor must take all steps reasonably necessary, as instructed by the Director of Finance, with respect to collection and reporting California Sales and Use Tax, to ensure that, to the extent legally possible, sales and use taxes collected for personal property purchased pursuant to this Contract, are reported with a point of sale within District.

17. Documentation of Status of Surety

Contemporaneously with the filing of a bid bond, labor and materials bonds, and faithful performance bond (or others), Contractor must obtain and file with District from the following documents:

(a) a certified copy of the unrevoked appointment Power of Attorney, By Laws or other instrument entitling or authorizing the person who executed the bond to do so; and

(b) a certified copy of the Certificate of Authority of the issuer issued by the Insurance Commissioner of the State of California; and

(c) a certificate from the Clerk of the County where the principal office of the issuer is located that the Certificate of Authority of the issuer has not been surrendered, revoked, cancelled, annulled or suspended, or, in the event that it has been surrendered, revoked, cancelled, annulled or suspended, that renewed authority has been granted; and

(d) copies of the insurers' most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10 of Chapter 1 of Part 2 of Division 1 of the Insurance Code (section 900 and following).

18. Construction and Demolition Waste

Contractor must provide an accurate estimate of the amount of construction debris recycled as a result of the project. Any materials that could have been disposed of in a landfill, but were instead processed and reused on the project or elsewhere will be considered recycled. Amounts must be itemized with description of the items recycled and must be reported in either cubic yards or tons (see Appendix). Examples of recycled construction debris are: asphalt concrete grindings, chunks of broken asphalt concrete, PCC chunks, base, soil, metals, and other similar materials. Contractor must sign the estimate of recycled construction debris and must certify that the estimate is accurate to the best of contractor's knowledge. Contractor must provide this estimate prior to submittal of the final pay estimate and at such other reasonable intervals during the course of the project as requested by the Engineer.

19. Use of Premises

(a) The Work must be confined to District owned or controlled land or right-of-way as shown on the plans, unless otherwise expressly provided in the Contract Documents. If the right-of-way is not shown on the plans, the Contractor must field verify the right-of-way at no additional

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cost to the District. Contractor must provide at Contractor's own expense and without liability to the District any additional land and access thereto that Contractor may desire for temporary construction facilities, or for storage and staging of materials.

(b) Contractor may not trespass upon or in any way disturb property adjacent to District owned or controlled land or right-of-way or outside any permanent or temporary project construction easements without first obtaining written permission from the applicable property owner. A copy of such written permission must be furnished to the Engineer.

(c) If Contractor finds it necessary to obtain additional working area, it is the responsibility of Contractor to negotiate permissions, obtain applicable permits and pay all costs pertaining to the additional work area.

(d) If additional work area is required and obtained, the following requirements will apply:

- (1) Contractor must restore such property to the full satisfaction of the property owner at no additional cost to the District, and must obtain from the property owner a written release stating that restoration has been satisfactorily made. Contractor must provide the Engineer a copy of the written release from the property owner.
- (2) Contractor may not place or dispose any excess earth, stone, or other excavated material on any property without first obtaining necessary permits and written permission of the owner of the property and securing the approval of the District Engineer. Contractor must provide the Engineer with one copy of the property owner's written permission and one copy of a written release from the property owner stating that the work has been completed to the satisfaction of the property owner.
- (3) All items within any District owned or controlled land or right-of-way or within any permanent or temporary construction easements must be removed, or removed and replaced, or restored as required by the Plans and Specifications, as directed by the Engineer.

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## ***CONSTRUCTION SPECIAL PROVISIONS***

### **STANDARD SPECIFICATIONS AND STANDARD PLANS**

Where the term "Standard Specifications" is used, it refers to the Standard Specifications of the California Department of Transportation, 2015 edition. "Standard Plans" means the Standard Plans of the same Agency, 2015 edition.

### **REVISED STANDARD SPECIFICATIONS**

Revised Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

A copy of the current amendments is available at [http://www.dot.ca.gov/hq/esc/oe/construction\\_standards.html](http://www.dot.ca.gov/hq/esc/oe/construction_standards.html). Or by contacting the Saddle Creek Community Services District.

#### **8-1.01 AGENCY FURNISHED MATERIALS**

Attention is directed to Section 6-1.02, "Department Acceptance," of the Standard Specifications and these special provisions.

The following materials MAY be furnished to the Contractor, at the discretion of the Cortina Community Services District:

**NONE**

#### **8-2.01 PORTLAND CEMENT CONCRETE**

Portland cement concrete shall conform to the provisions in Section 90, "Concrete," of the Standard Specifications and these special provisions.

References to Section 90-1.02, "Materials," of the Standard Specifications shall mean Section 90-1.02B, "Cementitious Materials," of the Standard Specifications.

#### **90-1.02 MATERIALS**

Unless otherwise specified, cementitious material shall be either a combination of Type II or Type V Portland cement and a supplementary cementitious material, or a blended cement.

Cementitious materials used in cast-in-place concrete for exposed surfaces of like elements of a structure shall be from the same sources and of the same proportions.

Cementitious materials shall be protected from moisture until used. Sacked cementitious materials shall be

piled to permit access for tallying, inspecting, and identifying each shipment.

Facilities shall be provided to ensure that cementitious materials meeting this Section 90-1.02B are kept separate from other cementitious materials. Sampling cementitious materials shall be in conformance with California Test 125.

The Contractor shall furnish a Certificate of Compliance for cementitious materials in conformance with the provisions in Section 6-2.03C, "Certificates of Compliance." The Certificate of Compliance shall indicate the source by name and location (including country, state, and city). If cementitious material is delivered directly to the job site, the Certificate of Compliance shall be signed by the cementitious material supplier. If the cementitious material is used in ready-mixed concrete or in precast concrete products purchased as such by the Contractor, the Certificate of Compliance shall be signed by the manufacturer of the concrete or product.

#### 90-1.02A General

Portland cement shall conform to the requirements in ASTM Designation: C 150 except the  $C_3S$  content of Type II cement shall not exceed 65 percent.

Blended cement shall conform to the requirements for Portland Blast-Furnace Slag Cement, Type IS (MS) or Portland-Pozzolan Cement, Type IP (MS) in AASHTO Designation: M 240 and shall be comprised of an intimate and uniform blend of Type II or Type V cement and supplementary cementitious material in an amount conforming to the requirements in Section 90-2.02B, "Cementitious Material."

In addition, blended cement, Type II Portland cement, and Type V Portland cement shall conform to the following requirements:

- A. The cement shall not contain more than 0.60-percent by mass of alkalis, calculated as the percentage of  $Na_2O$  plus 0.658 times the percentage of  $K_2O$ , when determined by methods as required in AASHTO Designation: T 105; and
- B. The autoclave expansion shall not exceed 0.50-percent

Type III Portland cement shall be used only as specified in the special provisions or with the approval of the Engineer. Type III Portland cement shall conform to the additional requirements listed above for Type II Portland cement.

## 8-2.02 ASPHALTS

### SECTION 92 ASPHALT BINDERS

#### 92-1.01 DESCRIPTION

Asphalt is refined petroleum or a mixture of refined liquid asphalt and refined solid asphalt that are prepared from crude petroleum. Asphalt is:

1. Free from residues caused by the artificial distillation of coal, coal tar, or paraffin
2. Free from water
3. Homogeneous

#### 92-1.02 MATERIALS

##### GENERAL

Furnish asphalt under the Department's "Certification Program for Suppliers of Asphalt." The Department maintains the program requirements, procedures, and a list of approved suppliers at:

<http://www.dot.ca.gov/hq/esc/Translab/fpm/fpmcoc.htm>

Transport, store, use, and dispose of asphalt safely.

Prevent the formation of carbonized particles caused by overheating asphalt during manufacturing or construction.

GRADES

Performance graded (PG) asphalt binder is: PG 64-10

Performance Graded Asphalt Binder

Property	AASHTO Test Method	Specification				
		Grade				
		PG 58-22 <sup>a</sup>	PG 64-10	PG 64-16	PG 64-28	PG 70-10
<b>Original Binder</b>						
Flash Point, Minimum °C	T 48	230	230	230	230	230
Solubility, Minimum % <sup>b</sup>	T 44	99	99	99	99	99
Viscosity at 135°C, <sup>c</sup> Maximum, Pa·s	T 316	3.0	3.0	3.0	3.0	3.0
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 1.00	64 1.00	64 1.00	64 1.00	70 1.00
RTFO Test, <sup>e</sup> Mass Loss, Maximum, %	T 240	1.00	1.00	1.00	1.00	1.00
<b>RTFO Test Aged Binder</b>						
Dynamic Shear, Test Temp. at 10 rad/s, °C Minimum G*/sin(delta), kPa	T 315	58 2.20	64 2.20	64 2.20	64 2.20	70 2.20
Ductility at 25°C Minimum, cm	T 51	75	75	75	75	75
PAV <sup>f</sup> Aging, Temperature, °C	R 28	100	100	100	100	110
<b>RTFO Test and PAV Aged Binder</b>						
Dynamic Shear, Test Temp. at 10 rad/s, °C Maximum G*/sin(delta), kPa	T 315	22 <sup>d</sup> 5000	31 <sup>d</sup> 5000	28 <sup>d</sup> 5000	22 <sup>d</sup> 5000	34 <sup>d</sup> 5000
Creep Stiffness, Test Temperature, °C Maximum S-value, Mpa Minimum M-value	T 313	-12 300 0.300	0 300 0.300	-6 300 0.300	-18 300 0.300	0 300 0.300

Notes:

- Use as asphalt rubber base stock for high mountain and high desert area.
- The Engineer waives this specification if the supplier is a Quality Supplier as defined by the Department's "Certification Program for Suppliers of Asphalt."

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- c. The Engineer waives this specification if the supplier certifies the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.
- d. Test the sample at 3°C higher if it fails at the specified test temperature.  $G^* \sin(\delta)$  remains 5000 kPa maximum.
- e. "RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T 240 or ASTM Designation: D 2872. The residue from mass change determination may be used for other tests.
- f. "PAV" means Pressurized Aging Vessel.

### SAMPLING

Provide a sampling device in the asphalt feed line connecting the plant storage tanks to the asphalt weighing system or spray bar. Make the sampling device accessible between 24 and 30 inches above the platform. Provide a receptacle for flushing the sampling device.

Include with the sampling device a valve:

- 1. Between 1/2 and 3/4 inch in diameter
- 2. Manufactured in a manner that a one-quart sample may be taken slowly at any time during plant operations
- 3. Maintained in good condition

Replace failed valves.

In the Engineer's presence, take 2 one-quart samples per operating day. Provide round, friction top, one-quart containers for storing samples.

## **SECTION 9. (BLANK)**

## **SECTION 10. CONSTRUCTION DETAILS**

### **10-1.01 GENERAL**

The Contractor's attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these Special Provisions.

The Contractor will be required to work around public utility facilities and other improvements that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and in accordance with the provisions of Sections 5-1.36 and 7-1.02 of the Standard Specifications, he will be liable to owners of such facilities and improvements for any damage or interference with service resulting from his/her operations. The Contractor shall ascertain the exact locations of underground facilities and improvements within the construction area before using equipment that may damage such facilities or interfere with the services. Other forces may be engaged in moving or removing utility facilities or other improvements or maintaining services of utilities and the Contractor shall cooperate with such forces and conduct his/her operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

The Contractor is required to notify all property owners, businesses, residences, etc. in letter form in both

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English and Spanish of the construction dates and times, at least 5 days prior to the beginning of work. This public notification must be submitted to the District and Engineer for review and approval prior to distribution. A copy of this notification letter must also be sent to the District Engineer. Contractor shall also post "Temporary No Parking" signs, a minimum of 72 hours prior to the commencing removals, cold milling, and paving operations of the street adjacent to their property. The notification shall be by posting visible signs at the edge of the curbs and gutters. The signs which will be posted must be on their own lath or attached to delineator cones, or pylons, and not stapled or nailed to any tree, utility pole or street signs. Trees must be protected from being scarred or broken during construction and must be repaired or replaced at Contractor's expense if damage is done.

In the event that vehicles are on the street at the time construction is to begin, the contractor shall take appropriate action to notify the owner/s of said vehicle to have it moved. If this is not possible, or the vehicle is inoperable and the owner is not capable of moving the vehicle, the contractor shall inform the Project Engineer, who will notify the County Sheriff's Office to have the vehicle towed at the owner's expense. Note: The above action may take place only if the "Temporary No Parking" signs have been in place, and placement has been verified by the Project Engineer, for the required 48 hour time period. Removal of said signs by the property owners or vandals will not constitute Non-compliance with this section.

The Contractor will be held responsible for any damage he may do to existing installations that are to remain in place.

The Contractor shall ensure that all striping and road markings are repainted as specified on the PLANS.

All property to remain shall be properly protected from injury or damage. Should any such property be damaged, it shall be repaired and/or replaced with material, fixtures, or equipment of the same kind, quality and size or better.

Full compensation for performing all of the work required under these Special Provisions shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore.

### **10-1.02 ORDER OF WORK**

Order of work shall conform to the provisions in Section 5, "Control of Work," of the Standard Specifications and these special provisions.

The Contractor shall phase the work according to the following:

#### Reddington Ranch and Wildwood Estates Subdivisions:

- 1) Crack Routing and Sealing
- 2) Microsurfacing
- 3) Traffic Striping and Markers

#### Riverglenn Subdivision:

- 1) Asphalt Cold Milling
- 2) HMA Overlay w/Paving Fabric
- 3) Traffic Striping and Markers

Overlay operations shall proceed without interruption from start to finish.

Full compensation for conforming to those requirements will be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefore.

### **10-1.03 MOBILIZATION/DE-MOBILIZATION**

The scope of the work for Mobilization shall include moving onto the site of all equipment; and the furnishing and erecting of plants, temporary buildings, and other construction facilities; all as required for the proper performance and completion of the Work. Mobilization shall include, but not be limited to, the following principal items:

1. Moving on to the site of all Contractor's equipment required for first month's operations.
2. Installing temporary construction power, wiring, and lighting facilities per Section entitled "Temporary Utilities."
3. Establishing fire protection system per Section entitled "Temporary Utilities."
4. Developing and installing construction water supply per Section entitled "Temporary Utilities."
5. Providing on-site sanitary facilities and potable water facilities as specified per Section entitled "Temporary Utilities."
6. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security per Section entitled "Materials and Equipment," and Section entitled "Delivery, Storage, and Handling," as applicable.
7. Arranging for and erection of Contractor's work and storage yard per Section entitled "Site Access and Parking."
8. Obtaining and paying for all required permits.
9. Posting all OSHA required notices and establishment of safety programs.
10. Coordination with utility agencies.
11. Have the Contractor's superintendent at the job site full-time.
12. Submittal of required Construction Schedule as specified in Section entitled "Contractor Submittals."

In addition to the requirements specified above, all submittals shall conform to the applicable requirements of Section entitled "Contractor Submittals."

De-mobilization shall consist of the completion of all final construction and administration work required to secure the project for termination and acceptance by the Engineer, including but not limited to the following:

1. Removal of all temporary facilities, construction office, temporary utilities, plant, equipment, and similar from project limits and adjacent property, as required and as directed by the Engineer.
2. Completion of record drawings (as-builts), to the satisfaction of the Engineer.
3. Completion of the requirements of permits issued by other agencies.
4. Submission of signed 1-year material and workmanship guarantee.
5. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

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De-mobilization shall include the satisfactory completion of all items of work, but shall not be constructed as being a separate payment for work that is paid under separate contract items. The contract item for De-Mobilization is intended for proper close-out activities.

Measurement for payment for Mobilization/De-mobilization will be based upon completion of such work as a lump sum pay item, and shall require completion of all of the listed items in this Section.

Payment for Mobilization/De-mobilization will be made at the lump sum allowance named in the Bid Sheets, which price shall constitute full compensation for all such work.

Payment for Mobilization will be made in the form of a single, lump sum equal to 50% of the contract lump sum price for Mobilization/De-mobilization, no part of which will be approved for payment under the Contract until all mobilization items listed herein have been completed as specified.

Payment for De-mobilization will be made in the form of a single, lump sum equal to 50% of the contract lump sum price for Mobilization/De-mobilization, no part of which will be approved for payment under the Contract until all de-mobilization items listed herein have been completed as specified. Payment for De-Mobilization will be included in the final pay estimate and payment.

**10-1.04 NOT USED**

**10-1.05 CONTRACTOR SUBMITTALS**

**GENERAL**

Wherever submittals are required hereunder, all such submittals by the Contractor shall be submitted to the Engineer through the Resident Project Representative for recording and forwarding to the Engineer. A Submittal is defined as any drawing, calculation, specification, product data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings, bonds, or similar items required to be submitted to the District or the Engineer under the terms of the contract.

Submittals Required Within 7 Days After Notice to Proceed: Within 7 days after the date of commencement as stated in the Notice to Proceed, the Contractor shall submit the following items to the Engineer for review:

1. A Preliminary Construction Schedule indicating the starting and completion dates of the various stages of the Work, and in accordance the Contract Documents.
2. A preliminary schedule of Shop Drawing and Sample submittals.
3. A list of all permits and licenses the Contractor shall be obtained indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

Submittals of Substitutes Required Prior to Award As provided under Section 3400 of the California Public Contracts Code, the Contractor shall, within 10 days prior to award of the contract, submit to the Engineer all proposed Substitutes or "Or Equal" products for the Engineer's review and approval. All such submittals shall be in conformance with the requirements of this Section.

The Contractor hereby agrees that failure to submit alternative product requests within the stipulated time period shall act as a waiver of any future rights to offer such substitutes, and the Contractor hereby agrees to provide one of the specific products called for in the Contract Documents.

## **CONTRACTOR'S SCHEDULE**

Time of Submittals: Within 7 days of the commencement date stated in the Notice to Proceed, the Contractor shall submit for acceptance by the Engineer, a Preliminary Construction Schedule for the Work, showing its general plan for orderly completion of the Work and showing in detail its planned mobilization of equipment, sequence of early operations, and timing of procurement of materials and equipment. The Preliminary Construction Schedule produced and submitted shall indicate a project completion date on or before the contract completion date. The Engineer within 7 days after receipt of the Preliminary Construction Schedule, shall meet with a representative of the Contractor to review the preliminary plan and construction schedule.

Within 7 days after the conclusion of the Engineer's review period, the Contractor shall revise the Preliminary Construction Schedule as required, and resubmit to the Engineer for review. The Preliminary Construction Schedule will be revised and/or approved or rejected by the Engineer within 7 calendar days after receipt. Said schedule, when accepted by the Engineer shall constitute the Initial Construction Schedule until later revised schedules are submitted due to delays beyond the control and without the fault or negligence of the Contractor.

Acceptance: When the Initial Construction Schedule has been accepted, the Contractor shall submit to the Engineer 4 copies of the accepted schedule.

Schedule Updates with Progress Payment Applications: The Contractor shall submit updated construction schedules with each payment application.

Additional Revised Construction Schedules: The Contractor, if requested by the Engineer, shall provide a Revised Construction Schedule if, at any time, the Engineer considers the completion date to be in jeopardy because of any portion of the work falling behind schedule. The Revised Construction Schedule shall show how the Contractor intends to accomplish the Work to meet the completion date. The form and method employed by the Contractor shall be the same as required for the Initial Construction Schedule.

Construction Schedule Revisions: The Contractor shall modify any portions of the construction schedule that becomes unfeasible because of portions of the Work falling behind schedule, or for any other valid reason. Any portion of the work that cannot be completed by its originally- scheduled completion date shall be deemed to be behind schedule.

## **PROPOSED SUBSTITUTES OR "OR-EQUAL" ITEMS**

For convenience in designation in the Contract Documents, any material, product, or equipment to be incorporated in the Work may be designated under a brand or trade name or the name of a manufacturer and its catalog information. The use of any substitute material, product, or equipment which is equal in quality and utility and possesses the required characteristics for the purpose intended will be permitted, subject to the following requirements:

1. The burden of proof as to the quality and utility of any such substitute material, product, or equipment shall be upon the Contractor.
2. The Engineer will be the sole judge as to the quality and utility of any such substitute



material, product, or equipment and its decision shall be final.

Wherever in the Contract Documents the name or the name and address of a manufacturer or supplier is given for a material, product, or equipment, or if any other source of a material, product, or equipment is indicated therefore, such information is given for the convenience of the Contractor only, and no limit, restriction, or direction is indicated or intended thereby, nor is the accuracy or reliability of such information guaranteed. It shall be the responsibility of the Contractor to determine the accurate identity and location of any such manufacturer, supplier, or other source of any material, product, or equipment called for in the Contract Documents.

The Contractor may offer any material, product, or equipment that it considers equal to those specified. Unless otherwise provided by law or authorized in writing by the Engineer, the substantiation of any proposed substitute or "or equal" material, product, or equipment must be submitted prior to award of the contract. The Contractor, at its sole expense, shall furnish data concerning items it has offered as substitute or "or equal" to those specified. The Contractor shall provide the data required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the substitute or "or equal" item will fulfill its intended function.

The Contractor's attention is further directed to the requirement that its failure to submit data substantiating a request for a substitution of an "or equal" item during the time between the opening of bids and the date of award shall be deemed to mean that the Contractor intends to furnish one of the specific brand or trade-named material, product, or equipment specified in the Contract Documents and the Contractor does hereby waive all rights to offer or use substitute materials, products, or equipment in each such case. Wherever a proposed substitute material, product, or equipment has not been submitted within the time specified above, or wherever the submission of a proposed substitute material, product, or equipment fails to meet the requirements of the Specifications and an acceptable resubmittal is not received by the Engineer within said specified time period, the Contractor shall furnish only one of the materials, products, or equipment originally-named in the Contract Documents. Approval by the Engineer of a substitute item proposed by the Contractor shall not relieve Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substituted item. The Contractor shall also be responsible for resultant changes and all additional costs which the substitution requires in its work, the work of its subcontractors and of other contractors and shall effect such changes without cost to District.

#### **10-1.06 MATERIALS AND EQUIPMENT**

The word "Products," as used herein, is defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

Source Limitations: To the greatest extent possible for each unit of work, the Contractor shall provide products, materials, or equipment of a singular generic kind from a single source.

Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a

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product, material, or equipment, the Contractor shall select an option which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

All equipment designated to be installed in the Work, whether temporarily stored at the site or installed in place, shall be serviced on a regularly scheduled basis, and a written log of services shall be maintained and submitted as a record document to the Engineer.

Full compensation for Materials and Equipment shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

### **10-1.07 DELIVERY, STORAGE, AND HANDLING**

The Contractor shall confine all operations (including storage of materials) on District premises to areas authorized or approved by the District. The Contractor shall hold and save the District, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the District and shall be built with labor and materials furnished by the Contractor without expense to the District. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the Work. With the written consent of the Engineer, the buildings and utilities may be abandoned and need not be removed.

The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work.

The Contractor shall deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft.

Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Products shall be transported by methods to avoid product damage and shall be delivered in undamaged condition in manufacturer's dry, unopened containers or packaging.

The Contractor shall provide equipment and personnel to handle products, materials, and equipment including those provided by District by methods to prevent soiling and damage.

The Contractor shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.

Products shall be stored in accordance with manufacturer's written instructions, with seals and labels intact and legible. Sensitive products shall be stored in weather-tight enclosures and temperature and humidity ranges shall be maintained within those required by the manufacturer's written instructions.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

Products subject to discoloration or deterioration from exposure to the elements shall be covered with

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impervious sheet material. Ventilation shall be provided to avoid condensation.

Loose granular materials shall be stored on clean, solid surfaces such as pavement, or on rigid sheet materials to prevent mixing with foreign matter.

Surface drainage shall be provided to prevent erosion and ponding of water.

Full compensation for Delivery, Storage, and Handling shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

#### **10-1.08 COOPERATION**

It is anticipated that work by another various utility owners will need to be conducted in coordination with the construction of the designation improvement to adjust existing manholes and valve covers to new grades. The contractor shall furnish access and coordinate construction operations to accommodate this work.

It shall be the responsibility of the contractor to work with the local utility companies to locate all underground utility service lines within the project limits prior to any excavation work. The Contractors attention is directed to the Section entitled "Compliance With One Call Underground Service Alert," elsewhere in these Specifications

[Underground Service Alert-Northern California \(USA\)](#)  
[Telephone: 1 \(800\) 422-4133 or 1 \(800\) 227-2600](#)

Comply with Section 5-1.20, "Coordination with Other Entities," of the Standard Specifications.

Full compensation for Cooperation shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

#### **10-1.09 PROGRESS SCHEDULE**

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.02, "Schedule," of the Standard Specifications and these special provisions, unless otherwise authorized in writing by the Engineer.

The Contractor shall submit a staging plan and progress schedule describing how he will stage and schedule the project and control traffic through the work location within ten (10) days of receiving Notice of Award of the Contract, to the Engineer for approval. It is understood that the schedule submitted by the Contractor shall meet the specifications and that the work shall be executed in the sequence indicated in the approved baseline schedule and subsequent approved updates and revisions. The Contractor shall be responsible for assuring that all work sequences are logical and the network shows a coordinated plan for complete performance of the work. Failure of the Contractor to include any element of work required for the performance of the contract in the network shall not relieve the Contractor from completing all work within the time specified for completion of the contract. In the event the Contractor fails to define any element of work, activity or logic, when the omission or error is discovered by either the Contractor or the Engineer, it shall be corrected by the Contractor at the next scheduled update or revision.

As a minimum, the plan shall identify all major tasks necessary to complete the work, shall indicate when each task starts and the number of working days required to complete tasks necessary to complete the work,

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and shall indicate the time relationship among the activities and shall indicate the amount of each contract item that will be completed after each 10 percent increment of contract time has elapsed.

When performance falls more than 10 percent behind the approved schedule, the Contractor shall, within 5 days, submit to the Engineer for approval a revised plan indicating how the remaining work will be completed within the remaining time.

The work shall be performed in accordance with the Contractor's detailed plan. Non-conflicting work in subsequent stages may proceed concurrently in preceding stages, provided satisfactory progress is maintained in said preceding stages of construction.

The contractor shall allow 15 days for the Engineer to review and approve or return for correction or clarification any schedule submitted to the Engineer for approval

Full compensation for furnishing and implementation of the Contractors Progress Schedule shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

#### **10-1.10 TEMPORARY UTILITIES**

It shall be the Contractor's responsibility to provide equipment that is adequate for the performance of the Work under this Contract within the time specified. All equipment shall be kept in satisfactory operating condition, shall be capable of safely and efficiently performing required Work, and shall be subject to inspection and approval by the District's representative at any time within the duration of the Contract. All work hereunder shall conform to the applicable requirements of Cal-OSHA Construction Safety Orders.

The Contractor shall provide all necessary temporary power required for its operations under the Contract, and shall provide and maintain all temporary power lines required to perform the Work in a safe and satisfactory manner.

All Work conducted at night or under conditions of deficient daylight when authorized by the Engineer, shall be suitably lighted to insure proper Work and to afford adequate facilities for inspection and safe working conditions

All temporary connections for electricity shall be subject to approval of the Engineer and the power company representative, and shall be removed in like manner at the Contractor's expense prior to final acceptance of the Work by the District.

Unless otherwise permitted by the Engineer, circuits separate from lighting circuits shall be used for all power purposes.

All wiring for temporary electric light and power shall be properly installed and maintained and shall be securely fastened in place.

Contractor shall be responsible for providing construction water. If the Contractor intends to use water from the Water Provider's fire hydrants, the Contractor will be required to apply for a water construction meter and pay for all charges required by the Water Provider. The Contractor shall provide all facilities necessary to convey the water from the water source to the points of use in accordance with the requirements of the Contract Documents.

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The Contractor will be responsible for all water charges from the Water Provider's fire hydrants during construction.

The Contractor shall not make connection to, or draw water from, any fire hydrant or pipeline without first obtaining permission of the Water Provider for the use of said fire hydrant or pipeline. For each such connection made, the Contractor shall first attach to the fire hydrant or pipeline a valve and a meter of a size and type acceptable to the Water Provider. The Contractor shall contact the Water Provider for specific requirements for water usage and charges.

Contractor shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for any claims arising from the use of same, including discharge or waste of water therefrom.

Before final acceptance of the Work on the project, all temporary connections and piping installed by the Contractor shall be entirely removed, and all affected improvements shall be restored to their original condition, or better, to the satisfaction of Engineer, the District, and/or other agency owning the affected utility.

Fixed or portable chemical toilets shall be provided wherever needed for the use of employees.

The Contractor shall establish a regular daily collection of all sanitary and organic wastes. All wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the site in a manner satisfactory to the Engineer and in accordance with all laws and regulations pertaining thereto.

Full compensation for providing, maintaining, and removing Temporary Utilities shall be considered as included in the contract price paid for under the lump sum Contract bid item for Mobilization/De-Mobilization, and no separate payment will be made therefore.

**10-1.11 NOT USED**

**10-1.12 DUST CONTROL**

Dust control shall conform to the provisions of Section 10-5, "Dust Control", of the Standard Specifications and these special Provisions.

Full compensation for dust control shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

**10-1.13 SITE ACCESS AND PARKING**

The Contractor shall take all necessary precautions for the protection of the Work and the safety of the public. All barricades and obstructions shall be illuminated at night, and all lights shall be kept burning from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. All signs, signals, and barricades shall conform to the requirements of Article 11 of Cal-OSHA Construction Safety Orders.

The Contractor shall make its own investigation of the condition of available public and private roads and of

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clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to and from the site of the Work. It shall be the Contractor's responsibility to construct and maintain any access or haul roads required for its construction operations.

Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alley, way, or parking area during the performance of the Work hereunder, and it shall so conduct its operations so as not to interfere unnecessarily with the authorized work of the District, utility companies, or other agencies in such streets, alleys, ways, or parking areas.

No street shall be closed to the public without first obtaining the permission of the Engineer, the District, and other proper governmental authority, where applicable. Where excavation is being performed in primary streets or highways, one lane of traffic shall be kept open in each direction at all times unless otherwise provided in the Contract Documents or under the terms of the permits issued by the District, County, State, or other public agencies, as required.

Toe boards shall be provided to restrict movement of excavated material if required by the Engineer, the District, or other Agency having jurisdiction over the affected street or highway.

Fire hydrants on or adjacent to the Work shall be kept accessible to firefighting equipment at all times.

Temporary provisions shall be made by the Contractor to assure the use of sidewalks and the proper functioning of all gutters, sewer inlets, and other drainage facilities.

Wherever necessary or required for the convenience of the public or individual residents or business places at street or highway crossings, private driveways, or elsewhere, the Contractor shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the Contractor shall secure the written consent of the individuals or authorities concerned to omit such temporary bridges or steel plates, which written consent shall be delivered to the Engineer prior to beginning the excavation. All such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation.

For the protection of traffic in public or private streets and ways, the Contractor shall provide, place, and maintain all necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the current edition of California Manual of Uniform Traffic Control Devices as published by State of California, Department of Transportation. Traffic control shall be subject to the requirements of Article 11 of Cal-OSHA Construction Safety Orders and these Contract Documents.

If closure of any street is required during construction, a formal application for a street closure shall be made to the District at least 30 days prior to the required street closure in order for the District to determine the necessary signing and detour requirements to be provided by the Contractor.

Full compensation for site access and parking shall be considered as included in the contract price paid for under the lump sum Contract bid item for Mobilization/De-Mobilization, and no separate payment will be made therefore.

**10-1.14 TRAFFIC CONTROL PLAN/CONSTR AREA SIGNS**

**Please note that all Flagging Costs for Traffic Control will be paid solely by the Contractor and full compensation for performing this work will be paid under the lump sum bid item for TRAFFIC**

**CONTROL PLAN AND IMPLEMENTATION and no additional compensation will be allowed therefore.**

### **CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions of the latest edition of the California Manual of Uniform Traffic Control Devices (CAMUTCD) and these special provisions.

All traffic control devices including cones, barricades, signs, etc. shall be new or unblemished.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and kilometer post of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 45 kg) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

[http://safety.fhwa.dot.gov/roadway\\_dept/road\\_hardware/listing.cfm?code=workzone](http://safety.fhwa.dot.gov/roadway_dept/road_hardware/listing.cfm?code=workzone)

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

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If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the contract price paid for Traffic Control/Traffic Control Plan/Construction Area Signs, and no additional compensation will be allowed therefore.

### **CONSTRUCTION AREA SIGNS**

Construction area signs for temporary traffic control shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions of California Manual of Uniform Traffic Control Devices (CAMUTCD) and these special provisions.

All construction area signs shall be new or unblemished.

One C18 sign and One C13 sign shall be posted on each approach/departure from the construction work area. Locations of the signs shall be approved by the Engineer.

Signs may be ported on temporary post supported by cross braces, rather than by digging holes for posts. Where such cross braces are used, no braces shall extend into the traveled way or a sidewalk.

Unless otherwise shown on the plans or specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Orange background on construction area signs shall be fluorescent orange.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation for construction area sign posts. The regional notification centers include but are not limited to the following:

Underground Service Alert-  
Northern California (USA)

Telephone: 1 (800) 227-2600

All excavation required to install construction area signs shall be performed by the hand methods without the use of power equipment; except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any



sign that is displaced or overturned, from any cause, during the progress of work.

Construction area signs shown on the plans, unless otherwise specified in the special provisions, will be paid for on a lump sum basis, which lump sum price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing construction area signs required for the direction of public traffic through or around the work and for erecting or placing, maintaining (including covering and uncovering as needed) and, when no longer required, removing construction area signs at locations shown on the plans.

Full compensation for furnishing, erecting, maintaining and removing any additional construction area signs the Contractor may deem necessary will be considered as included in the lump sum price paid for Traffic Control/Traffic Control Plan/Construction Area Signs and no additional compensation will be allowed therefore.

### **MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications and to the Section entitled, "Public Safety," elsewhere in these special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04.

The Contractor will not be allowed to close streets. One lane of through traffic shall be maintained at all times with appropriate Signage, Personnel and safety equipment to safely direct traffic through the construction area, unless the contractor submits to the District Engineer a proposed detour plan.

Detour plan shall meet the criteria for detour plans as shown in the latest edition of the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Zones. The District Engineer, and the Director of Public Works; shall approve Detour Plan, copies shall be sent to the Sheriff's Department and Local Fire Agencies and Emergency Organizations, i.e. Hospitals and Ambulance services. Said Detour Plan shall clearly state the dates and times of closure. Closures shall only be allowed during working hours, and the roadway shall be made passable for passenger type vehicles at the close of the work each day.

The Contractor shall be responsible for all barricades, delineators, cones, reflective media, signs and other traffic control measures necessary for the safe control of traffic and protection of the work.

The Contractor shall notify in writing all residents, commercial establishments and others affected by the construction, 5 days prior to the beginning of construction. The public notice shall be submitted to the District and Engineer for review and approval prior to distribution.

The Contractor shall also place "TEMPORARY NO PARKING" signs, in the areas of construction a minimum of 48 hours prior to beginning work for, AC Paving, and Curb and Gutter Replacement, as necessary for striping and placement of signs.

The Contractor is responsible for the repair of any damage done by emergency or other vehicles, inadvertent or not.

The Contractor shall review with the District Engineer, Project Engineer and the Chief of Police, his/her proposed method of barricading and signing in the field and shall comply with any request they may make. Said review shall be at least 48 hours in advance of construction. Contractor shall also notify in writing the District Engineer, the County Fire Departments, and Sheriffs Department of his/her proposed construction

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schedule.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including any section closed to public traffic.

The Contractor shall notify local authorities of the Contractor's intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

Whenever work vehicles or equipment are parked on the shoulder within 1.8 m (6 ft) of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5-meter (24-ft) intervals to a point not less than 7.5 m (24 ft) past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 1200 mm x 1200 mm (48in x 48in) in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

The Contractor shall use new flashing barricades where work is to be delineated or protected during nights and weekends.

A minimum of one traffic lane, not less than **10 ft wide**, shall be open for use by public traffic in each direction of travel.

**The contractor shall provide a traffic control plan for approval prior to beginning work on the project. Traffic control plans shall be specific to the project area, showing appropriate lane usage, turn pockets and side streets, and shall conform to the provisions of the CAMUTCD.**

Full compensation for performing all of the work required under these Special Provisions shall be paid under the lump sum bid item for Traffic Control/Traffic Control Plan/Construction Area Signs and no additional compensation will be allowed therefore.

## **10-1.15 WATER POLLUTION CONTROL**

### **GENERAL**

Contractor shall be responsible for preparation and implementation of a BMP (Best Management Practices) List, subject to approval by the District Engineer. The list shall include practices to protect areas receiving storm water runoff from the project site or construction support facilities. The plan may utilize the practices recommended in the latest California Storm Water Best Management Practices Construction Handbook available at [www.casqa.com](http://www.casqa.com).

### **SUBMITTALS**

If you operate construction support facilities, protect storm water systems or receiving waters from the discharge of potential pollutants by using WPC Best Management Practices (BMPs).

Construction support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience such as haul roads

## **IMPLEMENTATION REQUIREMENTS**

### **BMP Implementation**

Monitor the National Weather Service Forecast Office on a daily basis.

Whenever you or the Engineer identifies a deficiency in the implementation of the approved BMP list:

1. Correct the deficiency immediately, unless the Engineer agrees to a later date for making the correction
2. Correct the deficiency before precipitation occurs

If you fail to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting the deficiency from payment.

Continue BMP implementation during any temporary suspension of work activities.

Install BMP practices within 15 days or before predicted precipitation, whichever occurs first.

### **INSPECTION**

The BMP Manager must prepare BMP status reports that include the following:

1. Location and quantity of installed BMP practices
2. Location and quantity of disturbed soil for the active or inactive areas

Within 24 hours of finishing the weekly inspection, the BMP Manager must submit:

1. Copy of the completed site inspection report
2. Copy of the BMP status report

### **PAYMENT**

Full compensation for water pollution control shall be considered as included in the contract price paid for under the lump sum Contract bid item for Water Pollution Control, and no separate payment will be made therefore.

### **10-1.16 REMOVE/REPLACE CONCRETE CURB & GUTTER**

This work shall consist of removing/replacing concrete curb and gutter shown on the plans, and shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

This work shall be constructed of minor concrete conforming to the provisions in Section 90-2, "Minor Concrete," except as follows:

1. The maximum size of aggregate used for extruded or slip-formed curb construction shall be at the option of the Contractor, but in no case, shall the maximum size be larger than one inch nor smaller than  $\frac{3}{8}$ -inch.
2. The cement content of the minor concrete shall be not less than 463 pounds per cubic, except that when extruded or slip-formed curbs are constructed using  $\frac{3}{8}$ -inch maximum size aggregate, the cement content shall be not less than 548 pounds per cubic yard.

All concrete work shall be constructed by using fixed forms, except that curbs, not on structures, may be constructed by using an extrusion machine or a slip-form paver, and sidewalks, not on structures, may be constructed by using a slip-form paver.

Measurement and Payment for Remove/Replace Concrete Curb and Gutter will be paid for at the contract price per linear foot and shall include sawcutting, removal and disposal of existing improvements, subgrade preparation, expansion joints, forming, pouring, and backfill, complete and in place, as shown on the plans or directed by the Engineer.

### **10-1.17 HOT MIX ASPHALT CONCRETE**

#### **HMA OVERLAY**

Hot mix asphalt concrete for overlay shall be  $\frac{1}{2}$ " HMA Type A Max Medium and shall conform to the provisions in Section 39-2, "Hot Mix Asphalt," of the Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for Type A asphalt concrete shall be PG Grade 64-10 and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

The aggregate for Type A asphalt concrete shall conform to the  $\frac{1}{2}$  inch gradation specified in Section 39-2.02, "Aggregates," of the Standard Specifications.

A mix design consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the optimum binder content (OBC) and HMA mixture qualities.

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Paint binder (tack coat) shall be paving asphalt conforming to the provisions in Section 39-2.01B(10), "Tack Coat," and Section 92, "Asphalt Binders," of the Standard Specifications. The grade of paving asphalt to be used as paint binder will be determined by the Engineer.

Paint binder (tack coat) shall consist of a Bituminous Surface Pavement Tack Coat composed of a blend of elastic Polymer modified asphalts, thermoplastic resins and digested whole tire rubber. The Material is applied at 325 to 425 degrees F with a distributor truck at typical application rates of 0.08 to 0.15 gal/square yard. The exact application rate will be determined by surface conditions at time of application.

Paving asphalt (also referred to as tack coat) shall be Thermoplastic Polymer Modified No Track Tack, for HMA overlay and where specified for slurry seals, and SS 1h otherwise. The Thermoplastic Polymer Modified No Track Tack shall meet the following criteria:

Test	Method	Typical Properties	Specification
Digested whole tire rubber		2	1-3
Softening Point Degree F	D36	165	160 Min
Penetration @ 77 Deg. F 100g, 5 sec, Dmm	D-5	16	10 Min
Brookfield Viscosity @ 275 Deg. F cPs*	D4402	975	3000 Max
Brookfield Viscosity @ 350 Deg. F cPs*	D4402	185	300 Max

\*BKF LV II, spdI #21 @ 20 RPM

The tack coat shall be applied to the existing pavement on the areas to receive the HMA or slurry where specified. The Engineer shall approve the exact rate and number of applications. Two heavy coats of SS 1h shall be applied to vertical joints for patching. All contact surfaces with new asphalt shall be painted tack coat immediately before the asphalt concrete is placed.

The tack coat shall be applied according to the provisions in Section 39- 2.01B(10), "Tack Coat," of the Standard Specifications and these Special Provisions. Thermoplastic Polymer Modified No Track Tack shall be applied only when the existing surface is dry and the atmospheric temperature is 50 deg. F and rising. NO material shall be applied when rain is imminent.

The Thermoplastic Polymer Modified No Track Tack shall be heated slowly to 325-425 degrees F. At no time shall the product be heated above 450 degrees F. The product shall be applied through a distributor truck equipped with a heating unit and shall maintain tack coat at or above 325 degrees F. It shall be equipped with a full circulating spreader bar and pumping system capable of applying the Thermoplastic Polymer Modified No Track Tack material within + 0.01 gallons per square yard tolerance of specified application rate and give uniform covering of the surface to be treated. The distributor shall also include a tachometer, pressure gauge, and volume measuring device and thermometer. The application rates shall be 0.15 gallons per square yard for all HMA overlay or as otherwise directed by the Engineer. If the pavement temperature reaches over 130 degrees F, the application rate will be reduced to minimum 0.08 gallons per square yard on overlay applications.

Paving asphalt shall not be applied until the preparation of the existing surface has been completed and thoroughly cleaned, and then only so far in advance of placing the asphalt concrete overlay as permitted by the Engineer. The Thermoplastic Polymer Modified No Track Tack shall not be left exposed overnight.

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the asphalt tack coat. Residue of the material shall be removed from concrete surfaces to return the concrete

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to its original condition unless otherwise directed by the Engineer.

Excessive tracking of tack coat onto adjacent pavements will require immediate clean-up. If significant amounts of asphalt tack coat are tracked onto existing adjacent pavements, the contractor shall be required to clean it off to the satisfaction of the District Engineer or provide a slurry seal to restore the pavement at their own expense. This shall apply to the entirety of asphalt haul routes to and from the project sites.

On all vertical joints of AC patching, apply SS-1H tack coat uniformly in two coats of .20 gallons per square yard each with full "break" in between, or .20 gallons per square yard AR-4000 uniformly in one coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40o F in the shade. A tack coat shall be applied at the following:

1. Pavement joints;
2. Areas where new pavement meets existing pavements, including planed surfaces;
3. Areas where lift sections from pavement placed on different days meet;
4. Trenches;
5. Areas where existing striping has been sandblasted; and
6. Raised valves and manhole covers.
7. To vertical surfaces of:
  - a.) Curbs
  - b.) Gutters
  - c.) Construction joints

If the finished surface of the asphalt concrete on the traffic lanes does not meet the specified surface tolerances, the surfacing shall be brought within tolerance by either (1) abrasive grinding (with fog seal coat on the areas which have been ground), (2) removal and replacement or (3) placing an overlay of asphalt concrete. The method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

If abrasive grinding is used to bring the finished surface to the specified surface tolerances, additional grinding shall be performed, as necessary, to extend the area ground in each lateral direction so that the lateral limits of grinding are at a constant offset from, and parallel to, the nearest lane line or pavement edge, and in each longitudinal direction so that the grinding begins and ends at lines normal to the pavement centerline, within any ground area. Ground areas shall be neat rectangular areas of uniform surface appearance.

Asphalt concrete Type A will be measured by the ton of completed mixture in accordance with the provisions of Section 9-1.02 "Measurement," of the Standard Specifications.

The Contractor shall vacuum sweep all street surfaces immediately prior to the application of asphaltic materials.

Immediately after completion of final compaction of the finished asphalt concrete, the contractor shall place temporary striping tape to indicate centerline, lane line location, and stop limit lines. One 4" (100 mm) length piece of 3" (75mm) wide, reflectorized white foil tape shall be placed at approximately 20 ft. (6 m) on center for lane delineation, and two 4" (100 mm) length pieces of 3" (75mm) wide yellow reflectorized foil tape shall be placed parallel and 3" (75 mm) apart to delineate no passing line.

## MEASUREMENT AND PAYMENT

Asphalt concrete overlay shall be paid for at the Contract unit price per ton for Type A ½” Hot Mix Asphalt Concrete Overlay. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the asphalt concrete complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

Payment for asphalt tack coat shall be included in the contract prices bid for items requiring its use and no additional compensation shall be allowed therefore.

### 10-1.18 PAVING FABRIC

The work will consist of furnishing all materials, equipment and labor and performing all operations for installing a Paving Fabric for Paving Fabric treatment.

The surface on which Paving Fabric will be applied must be clean and dry. All base failures will be repaired and all cracks, spalls, potholes or other depressions will be sealed with an approved crack sealer or filled with a mixture for cracks, joints and flangeways of standard specification and to the satisfaction of the Engineer before any crack control system is constructed.

The engineer will decide if the existing pavement surface cannot be rendered sufficiently smooth by crack sealing and patching. In this situation, to receive the Paving Fabric system specified, a leveling binder must be placed prior to construction of the Paving Fabric system. A leveling binder placed on top of any Paving Fabric system shall be placed at a maximum temperature of 300 degrees Fahrenheit. Bituminous binder course or surface course mixtures placed on top of any Paving Fabric system will be placed at a mix temperature of 300 degrees Fahrenheit.

The paving fabric will be a staple needle-punched, nonwoven polypropylene fabric having the following properties:

- Weight (ASTM D 1910) oz./sq. yd., min. 3.6
- Grab Tensile Strength (ASTM D 1682) %, min 90.0
- Grab Elongation at Break (ASTM D 1682)% min-max 40-100
- Asphalt Retention gals./sq. yd., min. 0.20
- The asphalt binder will be 85/100 penetration asphalt cement.*

Mechanical laydown equipment will be capable of handling full rolls of fabric and will be capable of laying the fabric smoothly without excessive wrinkles and/or folds. Stiff brush brooms to smooth the fabric and scissors to cut the fabric will be provided.

The area to be covered with fabric will be sprayed uniformly with asphalt binder at a rate of 0.22 to 0.25 gallons per square yard as directed by the engineer. Binder application will be accomplished with a pressure distributor for all surfaces except where there is no room to operate and hand spraying will be allowed. The width of the spray application is no more than six inches wider than the fabric width plus two inches. The binder will not be applied at a temperature greater than 325 degrees Fahrenheit. After the binder has been sprayed, the fabric will be unrolled or hand placed onto the binder with no delay. Every effort must be made to lay the fabric as smoothly as possible to avoid wrinkles. In no case will wrinkles large enough to cause laps of the fabric be permitted. Such wrinkles will be cut, laid out and flattened. The fabric will be broomed or squeegeed to remove air bubbles and make complete contact with the road surface.

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The fabric will overlap the adjacent fabric panel a minimum of two inches. Additional binder will be applied to make the joints where overlap is greater than two inches. The transverse laps will be made in such a manner to avoid pickup by the paver. The direction of paving will be in the direction of the fabric placement. When placed as a strip treatment the strip will be 24 inches wide.

**10-1.19 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

**SAWCUTTING**

Saw cutting of existing surface facilities and other facilities requiring saw cutting shall be cut in a neat line to a minimum depth of 0.25-foot with a power driven saw as needed or as described in the various sections of these Special Provisions.

Full Compensation for saw cutting (regardless of the number of passes required) of existing asphalt concrete surface, concrete pavement or other facilities shall be considered as included in the contract prices paid for the various items of work involved which require saw cutting and no separate payment will be made therefore.

**PROTECT MISCELLANEOUS FACILITIES**

All existing facilities that are located outside of the limits of new construction, including adjacent facilities or facilities to be joined to, and all existing facilities called out to "Protect" on the construction drawings, shall be protected in place as indicated. All existing miscellaneous facilities shall be protected in place or relocated to nearby locations appropriate for accommodating pedestrian traffic through the newly constructed facilities. All buildings and store fronts, including miscellaneous facilities that are a part of the store frontages, shall be protected in place unless otherwise noted on the construction drawings. All existing trees shall be protected in place, unless otherwise noted on the plans.

Full compensation for furnishing all labor, materials, tools equipment, and incidentals required to protect miscellaneous facilities shall be considered as included in the contract price paid per the various items of work involved and no additional compensation will be allowed therefore.

**REMOVE MISCELLANEOUS FACILITIES**

All existing facilities that are located within the limits of new construction and are called out to "Remove" on the construction drawings, or will require removal in order to install new improvements and is not designated for protection or relocation, shall be removed and disposed of by the contractor.

Full compensation for all work under this section shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

**10-1.20 PRESERVATION OF PROPERTY**

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these special provisions.

**PROTECTION**

The Contractor shall protect all private and public property and shall replace, repair, or pay for any damage thereto.



## **NOTICE TO PROPERTY OWNERS AND TENANTS**

The Contractor shall give a written notice to all property owners adjacent to and affected by his/her work at least five (5) working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by his/her operations.

### **ACCESS**

Access shall be provided to all businesses and residences at all times. The Contractor shall conduct his/her operations so as to cause the least inconvenience to both vehicular and pedestrian access.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified elsewhere in these special provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. Damaged or injured plants shall be removed and disposed of.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

Full compensation for all work under this section shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

### **10-1.21 UTILITIES**

It shall be the obligation of the Contractor to notify the various utility companies at least three (3) days in advance of closing and/or tearing up of the street affecting said utility companies.

It shall be the obligation of the Contractor to immediately notify the affected utility company if relocation of any utilities will be required.

Refer to Section 5-1.36D, "Nonhighway Facilities," of the Standard Specifications and these special provisions (including Utilities) for utility coordination scheduling details.

Full compensation for providing utility notifications, potholing, and coordination shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

### **10-1.22 PEDESTRIAN ACCESS**

Pedestrian access shall be maintained on all existing crosswalks and all existing wheelchair ramps during construction. If the Contractor's operations require the closure of one walkway, then another walkway shall be provided nearby, off the traveled roadway.

### **ACCESS**

Access shall be provided to all businesses and residences whenever practicable. The Contractor shall conduct his/her operations so as to cause the least inconvenience to both vehicular and pedestrian access.

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Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various Contract items of work involved and no separate payment will be made therefore.

**10-1.23 COLD MILL/GRIND EXISTING AC SURFACE**

The existing roadway is to be removed and resurfaced/reconstructed as shown on the plans.

Existing asphalt concrete pavement shall be cold milled at the locations and to the dimensions shown on the plans.

Milling asphalt concrete pavement shall be performed by the cold milling method. Milling of the asphalt concrete pavement shall not be done by the heater milling method.

Cold milling machines shall be equipped with a cutter head not less than 30 inches (750 mm) in width and shall be operated so that no fumes or smoke will be produced. The cold milling machine shall mill the pavement without requiring the use of a heating device to soften the pavement during or prior to the milling operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the milled area shall be neat and uniform. Milling asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

milled widths of pavement shall be continuous except for intersections at cross streets where the milling shall be carried around the corners and through the conform lines. Following milling operations, a drop-off of more than 1.75 in (45 mm) will not be allowed between adjacent lanes open to public traffic.

When transverse joints are milled in the pavement at conform lines no drop-off shall remain between the existing pavement and the milled area when the pavement is opened to public traffic. If Hot Mix Asphalt (HMA) has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary HMA taper shall be constructed. HMA for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical:Horizontal) or flatter to the level of the milled area.

HMA for temporary tapers shall be the same quality as the HMA used elsewhere on the project or shall conform to the material requirements for minor HMA. HMA for tapers shall be compacted by any method that will produce a smooth riding surface. Temporary HMA tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 17-2.03D, "Disposal of Material," of the Standard Specifications and these special provisions.

The removed roadway / material shall be disposed of in conformance with the provisions in Section 17-2.03D, "Disposal of Material," of the Standard Specifications and these special provisions. Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to the full depth of asphalt concrete before removing the surfacing. Attention is directed to "Existing Highway Facilities" of these special provisions concerning residue from saw cutting.

Measurement and Payment for cold-milling areas as shown on the plans shall be at the contract price bid per square foot for Cold Mill of the type shown on the bid schedule. Said price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in

removing the roadway surface, including all costs of hauling, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

Costs for saw cutting, demolition, removal, stockpiling of material, transportation, and disposal of all other materials, including curbs, sidewalks, cross gutters, and curb ramps shall be considered as included in the contract price for which the work is appurtenant to, and no additional compensation will be allowed therefore.

**NOTE: EXISTING AC CONCRETE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT A SITE ACCEPTABLE TO THE DISTRICT. Contractor to provide proof of acceptable disposal location prior to receiving notice to proceed. Full compensation for disposing of obliterated material shall be considered as included in contract price for which the work is appurtenant to, and no separate payment will be made therefore.**

#### **10-1.24 MICRO-SURFACING, TYPE II**

This item of work shall consist of furnishing and placing Micro-Surfacing, Type II to the existing asphalt surfaces as shown on the plans. Micro-Surfacing Type II shall conform to the Standard Specifications and these Technical Specifications, and as directed by the Engineer

This work shall consist of mixing polymer-modified asphalt emulsion, aggregate, mineral filler, set-control additives, and water and spreading the mixture on pavement where shown on the plans, as specified in these specifications and as directed by the Engineer.

#### **Material**

Asphalt Emulsion – Polymer modified asphalt emulsion shall be designated as quick setting type PMCQS-1H grade conforming to the requirements of these specifications and Section 94, “Asphaltic Emulsions,” of the State Standard Specifications.

The polymer material shall be milled or blended into the asphalt or emulsifier solution prior to the emulsification process.

The minimum amount and type of polymer modifier shall be determined by the laboratory performing the mix design. The asphalt emulsion supplier shall certify that the emulsion contains a minimum of 3% polymer solids based on the mass of asphalt (asphalt residual) within the emulsion.

The polymer modified emulsion shall be a homogenous mixture throughout and shall show no separation after thorough mixing. The emulsion shall conform to the requirements as shown in the Table below:

<b>Properties</b>	<b>Test Method</b>	<b>Requirements</b>
<b>Test on Emulsion</b>		
Viscosity, SSF, @ 77 °F	AASHTO T-59	15 – 90 seconds
Sieve Test	AASHTO T-59	0.3% max.

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Settlement, 5 days	AASHTO T-59	5% max.
Storage Stability, 1 Day	AASHTO T-59	1% max.
Residue by Low-Temperature Vacuum Distillation	ASTM D244	62% min.
<b>Test on Residue from Evaporation Test (CTM 331):</b>		
Penetration @ 77 °F, 100 g, 5 seconds	AASHTO T-49	40 – 80 dmm
Ring & Ball Softening Pont, °F	AASHTO T-53	135 min.
Kinematic Viscosity @ 275 °F	ASTM 2170	650cST/sec. min °F
Polymer Content (by weight)	CTM 401	3% min.

Each load of emulsified asphalt shall be accompanied with a certificate of analysis/compliance to assure that it is the approved mix design.

Aggregate – Aggregate shall be manufactured crushed stone such as granite, slag, limestone, chat or other high quality aggregate, or combination thereof. To assure the material is totally crushed, 100% of the parent aggregate shall be larger than the largest stone gradation to be used. The material shall be free from vegetable matter and other deleterious substances.

When tested, the aggregate shall conform to the following quality requirements:

<b>Properties</b>	<b>Test Method</b>	<b>Requirements Type II</b>
Sand Equivalent	ASTM D2419	65 min.
Durability Index	CTM 229	65 min.
Abrasion Resistance – to be performed on the parent aggregate before crushing	ASTM C131	30% maximum (after 500 revolutions)

Prior to the addition of emulsions the aggregate shall conform to the requirement of this section. When tested in accordance to AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the aggregate gradation (including mineral filler) shall be within the following bands:

<b>Sieve Size</b>	<b>TYPE II Percent Passing</b>	<b>Stockpile Tolerance</b>
3/8"	100	+/- 5%
No. 4	94 – 100	+/- 5%
No. 8	65 – 90	+/- 5%

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No. 16	40 – 70	+/- 5%
No. 30	25 – 50	+/- 5%
No. 50	18 – 30	+/- 4%
No. 100	10 – 21	+/- 3%
No. 200	5 – 15	+/- 2%

After the target gradation has been submitted and identified in the mix design, the percent passing each sieve shall not vary by more than the stockpile tolerance and still remain within the gradation band during the application of micro-surfacing.

Mineral Filler – If require, mineral filler shall be any recognized brand of non-air entrained Portland Cement or hydrated lime that is free from lumps and meeting the requirements of ASTM D242. The type and amount of mineral filler needed shall be determined by the laboratory mix design and will be considered as part of the mineral gradation requirement.

Additives – Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other component of the mix.

Water – Water shall be potable and shall be free of harmful soluble salts. Water should be of a quality such that the asphalt will not separate from the emulsion before the micro-surfacing is in place on the pavement.

**Mix Design**

Contractor shall submit a certified mix design identifying the specific type and source of materials to be used on the project. The mix design shall verify compatibility of the aggregate, emulsion, mineral filler, and other additives. Additionally, the mix design shall report test results showing compliance with related material specifications contained in these provisions.

The mix design shall use the same aggregate gradation as supplied by the Contractor on the project.

The test and mix design shall be performed by a laboratory capable of performing the International Slurry Seal Association (ISAA) tests. The laboratory shall certify, on the mix design, that it has had at least two years of experience in the design of micro-surfacing.

The mix design shall be performed and dated within 30 days prior to the application of the micro-surfacing.

After the mix design has been approved, no substitution or changes of materials shall be permitted, unless approved by the Engineer. If changes in materials are approved by the Engineer, a new mix design shall be performed by the Testing laboratory before the application of new material.

Required tests and values are as follows:

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Test	ISSA Test Method	Requirements
Wet Cohesion		
@ 30 minutes min.	TB - 139	12 kg-cm min.
@ 60 minutes min.	TB - 139	20 kg-cm min.
Excess Asphalt by LWT Sand Adhesion	TB-109	50 grams/sq ft max.
Wet Stripping	TB-114	Pass (90% min.)
Wet Track Abrasion Loss - one hour soak - six-day soak	TB-100	50 grams/sq ft max. 75 grams/sq ft max.
Lateral - Displacement - Specific gravity (after 1,000 cycles of 125 lbs.	TB-147	5% max. 2.10 max.
Classification Compatibility	TB-144	11 grade points min. (AAA, BAA)
Mix Time @ 77 °F	TB-113	Controllable to 120 seconds min.

The laboratory report shall show the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). The report must clearly show the proportions of aggregate, mineral filler (min. and max.), water (min. and max.) additive(s) (usage), and asphalt emulsion based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction based on field conditions. The Engineer shall give final approval for all such adjustments.

The Engineer shall approve the mix design and all micro-surface materials and methods prior to use. The component materials shall be within the following limits:

Residual Asphalt	5.5% to 9.5% by weight of dry aggregate
Mineral Filler	0% to 3.0% by weight of dry aggregate
Polymer-Based Modifier	Minimum of 3% solids based on bitumen weight content
Additive	As needed to control mixing and setting times
Water	As required to produce proper mix consistency

The completed mixture, after addition of water and any set control agent, shall be such that the micro-surfacing mixture has proper workability and

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1. Permit the unrestricted flow of traffic on the micro-surfacing no more than one (1) hour after placement without the occurrence of bleeding, raveling, separation, or other distress, and
2. Prevent the development of bleeding, raveling, separation, or other distress within fifteen (15) days after placing the slurry seal.

If directed by the Engineer, the Contractor shall submit samples from all suppliers furnishing a minimum of the following materials. Each sample shall be clearly labeled as to its contents and the works "Micro-Surfacing."

1. 1-gallon of the base asphalt
2. 1-pint of the polymer additive (label polymer type)
3. 1-quart of asphalt emulsion
4. 50-pounds of micro-surfacing aggregate

Changes in source or type of materials submitted to the Engineer as Pre-qualification samples shall not be permitted during the entire project without the approval of the Engineer.

### **Mechanical Proportioning**

Mixer-spreader trucks shall be equipped to proportion emulsion, water, aggregate, and self-control additives by volume and shall be designed to lay micro-surfacing. The material shall be mixed by an automatic-sequenced, self-propelled micro-surfacing mixing machine, which shall be a continuous-flow mixing unit able to accurately deliver and proportion the aggregate, emulsified, mineral filler, control setting additive, and water to a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified, mineral filler, control additive and water to maintain an adequate supply to the proportioning controls.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be readily determinable. The emulsion shall be proportioned by a positive displacement pump. Any variable rate emulsion pump, if used, shall be calibrated and sealed in its' calibrated condition in accordance with California Test 109 prior to usage.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 3 tons in duration each.

The emulsion pump shall deliver emulsion to the pugmill with such volumetric consistency that the deviation for any individual rate check-run shall not exceed 2.0 percent of the mathematical average of 3 runs of at least 500 gallons in duration each.

The aggregate belt feeder shall be connected directly to the drive on the emulsion pump. The drive shaft of the aggregate feeder shall be equipped with a revolution counter reading to the nearest full revolution of the aggregate delivery belt.

A temperature indicating device shall be installed in the emulsion storage tank at the pump suction level, if requested by the Engineer. The device shall indicate temperature of the emulsion and shall be accurate to 10° F.

### **Machine Calibration and Verification**

Mixer-spreader trucks to be used in performance of the work shall be calibrated in the presence of the Engineer prior to construction. The Contractor shall document the way in which the mechanical proportioning devices are calibrated and correlated to the metered delivery of each material at various settings. No mixer-spreader truck will be allowed to work on the project until the calibration has been completed and accepted by the Engineer within at least one (1) working day prior to start of work.

### **Spreading Equipment**

The micro-surfacing mixture shall be agitated and spread uniformly in the surfacing box by means of twin-shafted paddles or spiral augers fixed in the spreader box and will conform to the following requirements:

1. A front seal shall be provided to insure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable.
2. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off.
3. The spreader box shall have suitable means provided to side shift the box to compensate for variations in the pavement geometry.
4. Spreader box shall be capable of spreading a traffic lane width. All spreader boxes over 8 feet in application width shall have baffles, reversible motor driven augers, or other suitable means, to insure uniform application.
5. The maximum width coverage spread allowed per pass will be 16 feet.
6. Secondary Strike-off – A secondary strike-off shall be provided to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box.

### **Preparation of Surface**

The Contractor shall protect existing curbs, gutters, raised pavement markers, manhole and utility covers and survey monuments from the slurry seal application. Existing facilities not adequately protected shall be cleaned or replaced at the Contractor's expense.

The Contractor shall be responsible for locating, covering, removing, cleaning and protecting all utility covers, and water valve boxes. The methods of protection, referencing, locating and cleaning shall be subject to approval by the Engineer prior to any resurfacing. All protective covering shall be removed from utility covers before opening the street to traffic.

It will be the Contractor's responsibility to clean pavement surfaces immediately prior to application of slurry seal. Existing paved surfaces and along the edge of pavement or gutter lips surfaces shall be free of clay, dust,



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weeds and other objectionable materials which may adversely affect bonding of the seal. The Contractor shall be responsible for sweeping all streets with a mechanical power broom prior to sealing including removing pavement stripes and pavement markers per the engineer. Micro-surfacing shall not be applied until an inspection of the surface has been made by the Engineer.

**Placing**

Micro-surfacing shall not be placed when the existing pavement or air temperature is below 50° F. and falling, or during unsuitable weather, but may be applied when both pavement and air temperature are above 50° F. and rising. Micro-surfacing shall not be placed if rain is falling or is imminent or if there is the possibility that the finished product will freeze within 24 hours.

The micro-surfacing shall be placed at a rate of approximately 12 - 18 lbs dry aggregate per square yard. The exact rate will be as determined by specific weight of aggregate, the surface demand of the pavement, the size of the largest particle size of the aggregate and using the specific mass of the aggregate determined in the mix design.

All through driving lanes shall be spread in full lane width pulls only. Longitudinal joints shall correspond with the edges of traffic lanes. Micro-surfacing of driveway aprons, returns, and other incidental work shall be accomplished concurrently with application of the street

A maximum of three (3) inches shall be allowed for overlap of longitudinal lane line joints. The joint shall have no more than a one-fourth (1/4) inch difference in elevation when measured by placing a ten (10) foot straight edge over the joint and measuring the elevation drop-off.

When micro-surfacing starts or finishes, a straight line cut-off shall be obtained by laying down a strip of building paper or other approved material. Such paper and any excess micro-surface shall be removed by the Contractor after application. Edge limits of the micro-surfacing on both sides of the streets shall be maintained in a neat and uniform line.

Building paper shall be placed at transverse joints and over previously placed micro-surfacing to avoid the double placement of micro-surfacing.

The joint between the pavement and the PCC gutter shall be sealed with micro-surfacing and overlap the lip of the gutter a minimum of 3/4 inches and a maximum of 2 inches.

When feasible, all joint and curb lines shall be pulled by machine to keep handwork to a minimum. Ridge or bumps in the finish surface will not be permitted.

Micro-surfacing mixture, to be spread in areas inaccessible to the controlled spreader box, may be spread by other approved methods. The contractor shall remove all excess material, which is placed outside asphalt pavement areas. Hand tools shall be available in order to remove spillage.

Where the completed micro-surfacing is not uniform in color, the street shall be treated to eliminate the color variation at the Contractor's expense. The method of treatment will be subject to approval by the Engineer.

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

Adequate means shall be provided to protect the micro-surfacing from damage from traffic until such time that the mixture has cured sufficiently.

Rolling of the surface will be required with a pneumatic roller-unballasted at the discretion of the contractor supervisor and approved by the Engineer.

### **Sweeping**

The Contractor shall sweep all sealed and adjacent areas with a self-propelled vacuum or regenerative air sweeper equipped with an operational spray bar as needed or as directed by the Engineer at no additional expense to the District.

### **Reports**

The Contractor will deliver to the Engineer a report containing the following information:

1. Tons of dry aggregate consumed that day.
2. Tons of asphalt emulsion consumed that day.
3. Surface area covered that day - including streets names and/or portion thereof.

The report shall be delivered no later than 10:00 am of the following day.

### **MEASUREMENT AND PAYMENT**

The contract price paid per square foot for Micro-surfacing, Type II, shall include full compensation for furnishing all labor, equipment, tools, materials and incidentals, and preparation required to provide and place micro-surfacing, including cleaning pavement surfaces as described by these specifications and as directed by the Engineer.

#### **10-1.25 EARTHWORK & SUB-GRADE**

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and the preliminary soils report in these provisions.

Sub-grade shall be prepared in accordance with Section 26-1.03B, "Subgrade," of the Standard Specifications and these special provisions. The top 8" of sub-grade to be compacted to 95% relative density and tested with California Test 216 or ATSM test method (current edition) D1557. One compaction test shall be taken in each lane direction at least every 250 feet and/or at locations designated by the Engineer.

The Contractor shall be responsible for all soils compaction testing and shall provide a final soils report for the project.

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Unsuitable material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas shall be excavated and disposed of as directed by the Engineer. Unsuitable material is defined as material the Engineer determines to be:

- (a) Of such unsuitable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content; or
- (b) Too wet to be properly compacted and circumstances prevent suitable in-place drying prior to incorporation into the work; or
- (c) Otherwise unsuitable for the planned use.

The presence of excessive moisture in a material is not, by itself, sufficient cause for determining that the material is unsuitable. The removal and disposal of such unsuitable material will be considered as part of the cost of the roadway excavation for the quantities involved and no other compensation for payment will be allowed. When unsuitable material is removed and disposed of, the resulting space shall be filled with material suitable for the planned use. Such suitable material shall be placed and compacted in layers as hereinafter specified for constructing embankments.

Payment for Sub-Grade scarification and re-compaction shall be considered as included in the contract price paid for the work which it is appurtenant to, and no separate payment will be made therefore. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in scarifying and preparing sub-grade, complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

#### **10.1-26 Dig-Outs**

This work involves the removal of existing roadway per dimensions and locations identified on the plans. Area to be removed will be reconstructed with aggregate base and hot mix asphalt.

Hot mix asphalt concrete for DIG-OUTS shall be ½" HMA Type A Max Medium and shall conform to the provisions in Section 39-2, "Hot Mix Asphalt," of the Standard Specifications.

Measurement and Payment for dig-out areas as shown on the plans or directed by Engineer shall be at the contract price bid per square foot for Dig-Outs of the type shown on the bid schedule. Said price includes full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing dig-outs complete in place, as shown on the plans or directed by the Engineer

#### **10.1.27 BLUE MARKERS – TWO WAY**

Under this work, the Contractor shall furnish and install new raised reflectorized pavement markers at the locations and in accordance with the patterns indicated in the plans or as directed by the Engineer.

A raised reflectorized pavement marker shall consist of a two-way plastic prismatic retroreflector that is mounted in a durable iron casting. The raised reflectorized pavement marker shall be designed to provide nighttime visibility in wet weather conditions.

### **10-1.28 ADJUST WATER VALVE COVERS**

All water valve boxes within asphalt concrete areas shall be removed to the new subgrade elevation by the Contractor prior to paving. All such boxes which have been removed to subgrade to facilitate paving shall be temporarily covered with a steel plate by the contractor. Contractor shall coordinate all improvement to adjust water valve to grade with Calaveras County Water District.

After paving has been completed, the necessary portions of the subgrade, base and pavement shall be neatly removed and the structure built up to new finished grade per the applicable District or Water District Standards. After water valve covers are set to finish grade, Contractor shall pave around adjusted valve covers with Type A HMA (3/8") flush to surrounding pavement.

Adjustment of water valve covers shall be coordinated with and performed by the Calaveras County Water District. Refer to Section 5-1.36D Nonhighway Facilities (including Utilities) for utility coordination scheduling details.

Final placement of Water Valve Covers will be free of any tack coat or AC residue from the paving operations. Covers shall be restored to the existing condition prior to start of project.

Adjusting existing valve box, can and cap to grade will be paid for at the Contract unit price per each for Adjust valves to Grade, which price shall include full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in adjusting the valves including saw-cutting pavement, removing concrete pad, excavation, lowering, raising frame and cover to finish grade, and paving flush to surrounding pavement.

Payment for paving around water valve covers shall be considered as included in the unit price paid for valve cover adjustments per the Bid Schedule and no additional compensation will be allowed therefore.

### **10-1.29 ADJUST MANHOLES**

Frames and covers of existing manholes shall be adjusted to final finished grade in accordance with the provisions in Section 15, "Existing Facilities," of the Standard Specifications, these special provisions, and the District Standards.

### **RAISING EXISTING PRECAST CONCRETE MANHOLES**

Precast concrete manholes to be raised less than 3 inches may be raised by applying Class "D" mortar to the top of the existing manhole, provided the total height of mortar, existing and newly applied, does not exceed 3 inches.

Where the precast concrete manhole is to be raised 3 inches or more, or where the total height of the mortar existing and newly applied, would exceed 3 inches, grade rings shall be utilized. Class "D" mortar may be used for final adjustment, but not more than 3 inches in height. Where raising the manhole would result in the upper segment of the shaft being more than 30 inches in height, remove the reducer and the upper segment of the shaft. Install additional rings or pipe to the lower segment of the shaft, and reinstall the reducer and grade rings as required.

Class "A" (6 sack) concrete collars per the dimensions on the plans shall be placed around the adjusted manholes.

## **LOWERING EXISTING PRECAST CONCRETE MANHOLES**

Remove sufficient grade rings to lower the manholes as required. Apply Class "D" mortar to a height not exceeding 3-inches for adjustment to final grade.

Where removal of grade rings would result in the upper segment of the shaft being less than 12-inches in height, remove the reducer and sufficient sections of the lower segment of the shaft and reinstall any necessary segment of the lower shaft, the reducer, and the grade rings to conform to the requirements of this plan. Existing grade rings need not be removed if existing mortar is removed, and at least 1-1/2 inches of mortar may be replaced on top of the existing grade rings to reseal the frame.

Existing manhole frames and covers, if salvaged undamaged, may be reused only after being cleaned of any tack coat or AC residues from paving operations. Covers shall be restored to the existing condition prior to start of project. If damaged, a new frame and cover shall be furnished. Full compensation for furnishing new cast iron frame and cover for sewer and drainage manholes shall be considered as included in the Contract price paid for Adjust Manhole to Grade and no additional allowance will be allowed.

Adjusting existing sewer and drainage manholes frame and cover will be paid for at the Contract unit price per each for Adjust Manhole to Grade, which price shall include full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in adjusting the manhole including saw-cutting pavement, removing concrete pad, excavation, lowering, raising frame and cover to finish grade, and paving flush to surrounding pavement.

### **10-1.30 CROSSWALKS**

This Work shall consist of furnishing and applying thermoplastic crosswalks per Section 84 of the State Standard Specifications, at the locations and in accordance with the details shown on the Plans or designated by the Engineer, and as specified in these Specifications.

Preparation of surfaces and application of thermoplastic or solvent-borne paint material shall conform to all requirements of Sections 84-1.03D, and 84-1.03E of the State Standard Specifications, and these Specifications. Tolerances and appearance shall conform to the requirements of Section 84-1.03C of the State Standard Specifications.

The price for linear feet of crosswalk shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the Work involved therein as shown on the Plans, as set forth in the Specifications and as directed by the Engineer.

### **10-1.31 STOP LEGENDS**

This Work shall consist of furnishing and applying thermoplastic stop legends, at the locations and in accordance with the details shown on the Plans or designated by the Engineer, and as specified in these Specifications.

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Preparation of surfaces and application of thermoplastic or solvent-borne paint material shall conform to all requirements of Sections 84 of the State Standard Specifications, and these Specifications. Tolerances and appearance shall conform to the requirements of Section 84 of the State Standard Specifications.

The price for each stop legend shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the Work involved therein as shown on the Plans, as set forth in the Specifications and as directed by the Engineer.

**10-1.32 STOP BAR**

This Work shall consist of furnishing and applying thermoplastic stop bars, at the locations and in accordance with the details shown on the Plans or designated by the Engineer, and as specified in these Specifications.

Preparation of surfaces and application of thermoplastic or solvent-borne paint material shall conform to all requirements of Sections 84 of the State Standard Specifications, and these Specifications. Tolerances and appearance shall conform to the requirements of Section 84 of the State Standard Specifications.

The price for each stop bar shall be paid for at linear feet, which includes full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the Work involved therein as shown on the Plans, as set forth in the Specifications and as directed by the Engineer.

**10-1.33 GRIND/FILL CRACKS**

**DESCRIPTION**

This item shall consist of routing, heat lancing, and sealing the existing transverse and longitudinal cracks and joints and random cracks in bituminous pavements in accordance with these specifications and in reasonably close conformity with the details shown on the plans.

**MATERIALS**

The sealant material shall be a hot pour elastimeric type conforming to the requirements of ASTM D 6690 Type II, together with the following modifications:

Cone Penetration at 77°F (25°C), 150 g, 5 sec	50 – 90
Flow at 140°F (60°C), 75 degree angle, 5 hrs	5 mm
Bond at 0°F (-18°C), 100 percent extension, ½” (12.7mm) thick specimen	Pass 5 cycles
Resilience at 77°F (25°C)	25 - 60

Storage, heating instructions, and cautions shall be printed on each box of sealant. The sealant shall be able to be reheated to application temperature at least once after the initial heat up without degradation of sealant specifications. Sealant shall have an application life at application temperature of approximately 12 to 15 hours.

## **MATERIAL ACCEPTANCE**

Prior to the use of the sealant material, the Contractor shall submit to the Department, the appropriate material certification or laboratory test indicating that the material meets specification requirements. If the Contractor applies the material prior to receipt of the test reports, payment for the material shall be withheld until they are received. If the material does not pass the specification it shall be replaced at the contractor's expense.

The Department may request samples for testing, prior to and during production, to verify the quality of the materials and to ensure conformance with the applicable specifications.

## **CONSTRUCTION METHODS**

The sealant material shall not be applied when the weather is foggy, rainy or when the ambient and pavement temperatures are below 40° F.

## **EQUIPMENT**

All machines, tools and equipment used in the performance of work required by these specifications will be subject to the approval of the Department and maintained in a satisfactory working condition at all times.

### **Router**

The routing machine shall be an impact router equipped with carbide-tipped vertical-sided bits. It shall be portable and capable of routing existing asphalt surfaces along and adjacent to the crack and joint. The unit shall be capable of following random cracks and be designed to adjust the cutting widths. The unit shall be equipped with a cutter head clutch and shall have an adjustable depth control.

### **Hot Compressed-Air Lance (HCA)**

The HCA shall be capable of producing air temperature up to 2500°F and constructed of suitable hardware. It shall be provided with separate valves to control propane, burner air, and lance air. The fuel and burner air shall be mixed only at the point of combustion before leaving the burner tube. A separate air lance tube shall pass inside the burner chamber and be orificed to a maximum 1/4". At the fuel source, a high-pressure regulator to control fuel pressure from 5 PSI to 30 PSI and to prevent flashback shall be used. Burner BTU should range from 20,000 to 500,000 BTU. A wheel kit constructed to keep the unit at the proper height and angle from the pavement should be used. No external flame shall be allowed to touch the pavement.

### **Hot-Applied Sealant Applicator (melter)**

The melter applicator unit shall be a self-contained double boiler device with the transmittal of heat through a heat transfer oil. It shall be equipped with an onboard automatic heat-controlling device to permit the attainment of a predetermined temperature, then maintain that temperature as long as required. The unit shall have a means to vigorously and continuously agitate the sealant. The sealant shall be transferred from the unit to the crack by means of a direct-connected feed hose and wand. The equipment should be designed to allow the sealant to be circulated back into the unit when sealing is not being performed or equipped with a temperature controlled heated hose and wand that does not required circulation. The sealant should not be heated to a temperature in excess of that specified by the manufacturer.

## **PREPARATION OF CRACKS AND JOINTS**

All open cracks and joints from 1/4" to 1-1/4" shall be routed to remove at least 1/8" from each sidewall. This will result in a minimum reservoir width of 1/2" to a maximum reservoir width of 1-1/2". The depth of the routing shall be approximately a one to one ratio (width to depth), subject to the discretion of the Department. Cracks wider than 1-1/4" shall be repaired in accordance with the details shown on the plans or as directed by the Department.

No sealant shall be installed until all cracks and joints have been cleaned free of all deleterious materials, including any dust, old sealant, incompressibles, and organic material\*, and are sufficiently dry. Following the initial routing and cleaning operation, all cracks and joints shall be HCA lanced within 10 minutes of application of the sealant. Equipment for the two operations should be kept in a compact configuration such that not more than 50 feet separates equipment required by the two operations. Extreme care shall be used to ensure the crack sidewalls do not become overheated and burned.

Open cracks and joints between 1/8" to 1/4" shall be HCA lanced within 10 minutes of application of the sealant. Equipment for the two operations should be kept in a compact configuration such that not more than 50 feet separates equipment required by the two operations. Extreme care shall be used to ensure the crack sidewalls do not become overheated and burned.

\*When vegetation exists in the cracks and joints, it shall be removed and those cracks and joints shall be treated with a herbicide that sterilizes the soil subject to the approval of the Department.

## **APPLICATION OF CRACK AND JOINT SEALANT**

No sealant material shall be installed until all cracks and joints to be sealed have been inspected and approved by the Department. The sealant shall be applied in the crack or joint reservoir uniformly from the bottom to the top and shall be filled without formation of entrapped air or voids. Pouring pots or gravity-fed sealant applicators shall not be used for sealing cracks and joints. Joints and cracks shall be filled flush with the surface and any overfill shall be squeegeed so that the overband cap does not exceed 1/16" above the surface and the width does not exceed 2" beyond the crack edges. All overbanding shall be kept to a minimum. After the sealant has cooled, settling shall not exceed 3/8" below the surface.

## **PAVEMENT CLEANING AND PROTECTION**

The pavement surface and all work areas shall be left in a clean condition. Vehicular traffic shall not be permitted on the pavement in the areas of the treated cracks and joints during the curing period. The Contractor shall supply all temporary traffic control devices (barricades, cones, signing, etc.) to protect the sealant, as required and approved by the Department. Any damage to uncured sealant shall be repaired at the contractor's expense.

## **BASIS OF PAYMENT**

Payment shall be made at the contract unit price per lump sum for grind/filling cracks. This price shall be full compensation for furnishing all materials, for all preparation, and placing of the material, and for all labor, equipment, tools, and incidentals necessary to complete this item.

### **10-1.34 AS-BUILT DRAWINGS**

General: The Contractor shall keep and maintain, at the job site, one record set of Contract Drawings. On these Contract Drawings, Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings,



Cortina CSD Street  
Rehabilitation Project

including buried or concealed construction and utility features which are revealed during the course of construction.

Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said Record Drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed.

These master Record Drawings of the Contractor's representation of "as-built" conditions, including all revisions made necessary by addenda, change orders, and the like, shall be maintained up-to-date during the progress of the Work.

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

Record Drawings prepared by the Contractor shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon completion of the work.

Effect on Progress Payments: Requests for partial payments will not be approved if the record drawings are not kept current. All such Record Drawings will be inspected by the Engineer each month, showing all variations between the Work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents, and the District will not process monthly payment requests until such drawings are made current each month.

Final Record Drawings: Upon substantial completion of the Work and prior to final acceptance by the District, the Contractor shall complete and deliver the completed set of Record Drawings to the Engineer for transmittal to the District, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected plans showing the reported location of the Work. The information submitted by the Contractor and incorporated by the Engineer into the Record Drawings will be assumed to be reliable, and the Engineer will not be responsible for the accuracy of such information, or for any errors or omissions, which may appear on the Record Drawings as a result.

Effect on Final Payment: Final payment will not be approved until the Contractor-prepared Final Record Drawings have been delivered to the Engineer. Said up-to-date, Record Drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil.

The price for lump sum shall be full compensation for Contractor in preparing As-Built plans as indicated above.

**Cortina Community Service District  
River Glenn, Reddington Ranch, and Wildwood  
95% Engineers Estimate of Probable Construction Cost**

<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Item Total</b>
1	Mobilization and Demobilization	1	LS	\$20,000.00	\$20,000.00
2	Traffic Control/Traffic Control plan/Construction Area Sign	1	LS	\$5,000.00	\$5,000.00
3	Water Pollution Control	1	LS	\$5,000.00	\$5,000.00
4	Construct Hot Mix Asphalt (HMA) Overlay (.2')	2,200	TN	\$100.00	\$220,000.00
5	Install Paving Fabric	145,500	SF	\$0.35	\$50,925.00
6	Taper Cold Mill Existing AC Surface	145,500	SF	\$0.50	\$72,750.00
7	Apply Micro-Surfacing	32,500	SY	\$2.50	\$81,250.00
8	Remove and Reconstruct 6" AC Full Depth (Dig-Outs)	7,275	SF	\$7.00	\$50,925.00
9	Install Two-Way Blue Markers	12	EA	\$25.00	\$300.00
10	Adjust Water Valve Covers	20	EA	\$700.00	\$14,000.00
11	Adjust Manholes	14	EA	\$700.00	\$9,800.00
12	Install Stop Legends (Thermoplastic)	19	EA	\$170.00	\$3,230.00
13	Install Crosswalk (Thermoplastic)	2	EA	\$250.00	\$500.00
14	Install Stop Bar (Thermoplastic)	17	EA	\$100.00	\$1,700.00
15	Install Curb and Gutter	1,250	LF	\$7.50	\$9,375.00
16	Fill Cracks – Reddington Ranch and River Glen subdivisions – all roadways	1	LS	\$20,000.00	\$20,000.00
17	Prepare As-Builts	1	LS	\$2,500.00	\$2,500.00
<b>TOTAL BID – SCHEDULE A \$</b>					<b>\$567,255.00</b>

Contingency

10%

\$56,725.50

Total Estimated Cost

**\$623,980.50**

*CORTINA COMMUNITY SERVICES DISTRICT*

---

**TO: CORTINA BOARD OF DIRECTORS**  
**MEETING DATE: SEPTEMBER 15, 2020**  
**FROM: KARL DREXEL, GENERAL MANAGER**  
**SUBJECT: ADOPTION OF RESOLUTION 20-21-04**

---

**BACKGROUND:**

The Road Rehabilitation Project designed and specified by Willdan Engineering will require construction management. A project this size has certain specifications, such as Cal Trans compaction requirements and other complex requirements that need professional services to oversee. When I asked Willdan if the contract we have with them included construction management, they said no it did not. I asked them for a proposal for that and it is attached with this report. Although it appears to be expensive, they have assured me that it should not meet the “Not to Exceed” amount. I have not had a chance to talk to the County or other engineering firms that are closer as of this writing, but hope to have other proposals before the meeting.

**RECOMMENDATION:**

Staff recommends the Board adopt Resolution 20-21-04 authorizing the General Manager and Willdan Engineering (or other engineering firm) to provide construction management for the Road Rehabilitation Project.

CORTINA COMMUNITY SERVICES DISTRICT

**RESOLUTION 20-21-04**

September 15, 2020

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CORTINA COMMUNITY SERVICES DISTRICT APPROVING THE WILLDAN PROPOSAL FOR CONSTRUCTION MANAGEMENT**

**WHEREAS**, the Colusa County Board of Supervisors, by Resolution # 2006-011, formed the Cortina Community Services District for the purposes of, among other things, local control of the streets and roads within the District; and

**WHEREAS**, Government Code §61060 authorized the Cortina CSD to enter into contracts; and

**WHEREAS**, Willdan Engineering has developed the plans and specifications for a Road Improvement Project for the District's developments; and

**WHEREAS**, the Board of Directors determines that the Road Improvement Project is necessary and beneficial to the community; and

WHEREAS, the complex project requires professional construction management of the Road Rehabilitation Project.

**NOW THEREFORE BE IT RESOLVED**, that, the Board of Directors of the Cortina Community Services District hereby approves the Willdan proposal for construction management service for \$63,000

**PASSED AND ADOPTED** at a Special Meeting of the Board of Directors of the Cortina Community Services District held on September 15, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved

\_\_\_\_\_  
Rod Bradford, President

I, Karen Gage, Board Secretary of the Cortina Community Services District, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said District Board on this 15<sup>th</sup> day of September, 2020.

Attest:

---

Karen Gage, Board Secretary

**FROM: KD Management Services, LLC General Manager**

**Date: September 14, 2020**

**RE: Permission to advertise for the 2020 Cortina CSD Road Improvement Project**

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**RECOMMENDED ACTION:**

1. Approve the plans, specifications for the 2020 Cortina CSD Road Improvement Project and direct Willdan Engineering to advertise the project for bids..
2. Direct KD **Management Services, LLC** to negotiate a Task Order with Willdan Engineering to provide Construction Management Services for the project.

**BACKGROUND:**

Willdan Engineering is pleased to present to you the plans, specifications and engineer's estimate for the 2020 Cortina CSD Pavement Improvement Project. The plans have been prepared by Willdan Engineering and are consistent with the direction provided by your Board at your August 2020 meeting.

The Engineer's Estimate for the project is \$ 623,980.50

The planned schedule for the project is:

- Board of Directors approval to advertise September 14, 2020
- Advertisement for Bids September 15, 2020
- Pre-Bid Meeting/Job Walk September 28, 2020 at 2:00 p.m.
- Bids due October 15, 2020 at 2:00 p.m.
- Board of Directors award of contract October 26, 2020
- Notice to Proceed November 2, 2020
- Contract Construction (30 calendar days) November 9, 2020 – December 9, 2020
- Board approval of Notice of Completion TBD

The contract must be completed in 30 calendar days following the receipt by the successful contractor of a Notice to Proceed.

**ATTACHMENTS:**

- Construction Plans
- Specifications
- Engineer's Estimate

**FINANCIAL IMPACT:**

This project is estimated to cost \$623,980.50 with Construction Management another \$63,000 for a total proposed of \$686,980.50. This is approximately 60% of the total working capital of the District.

## TASK ORDER #2020-01

### 2020 Cortina CSD Resurfacing Project - Phase II – Construction Management Phase

This Task Order is an addendum to the agreement (the "Agreement") between the Cortina Community Services District and Willdan Engineering ("Willdan"), which has a commencement date of May 29, 2019.

**1. Incorporation of Agreement.**

All of the terms, conditions and provisions of the Agreement are incorporated herein by this reference and shall be fully applicable hereto.

**2. Scope of Services.** Willdan shall perform the following services for the Cortina Resurfacing Project – Construction Management Phase.

Construction Management

- Administer Pre-Construction Meeting
- Review and Approval of Contractor Submittals
- Review Contractor Requests for Information (RFIs)
- Contract Inspection
- Review of Certified Payrolls
- Preparation of Change Orders, if necessary
- Review and Approval of Contractor Pay Requests
- Preparation of Final Notice of Acceptance
- All other tasks as required to ensure the District receives a well-managed project

**3. Compensation.** City shall compensate Willdan, as follows:

Time and Materials not-to-exceed \$ 63,000.00 without prior approval of the Cortina Community Services District.

**4. Schedule of Performance.**

Willdan shall endeavor to complete the services described in Section 2 above within 5 working days of the award of the contract for construction by the Cortina Community Services District Board of Directors.

**5. Additional Provisions.**

None.

IN WITNESS WHEREOF, the parties hereto have executed and entered into the Task Order as of the last date set next to the signatures appearing below.

CORTINA COMMUNITY SERVICES DISTRICT

WILLDAN ENGINEERING

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

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

Name: Karl Drexel

Name: Adel Frij

Title: General Manager

Title: Director

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

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

DRAFT



**From:** [Karen Gage](#)  
**To:** [Rod Bradford](#); [Dolores Gomez](#); [Darrell Davis](#); [karl@kdmanagement.us](mailto:karl@kdmanagement.us)  
**Subject:** Fwd: Estimates BL20-217  
**Date:** Thursday, September 3, 2020 4:28:39 PM  
**Attachments:** [image001.png](#)  
[BL20-217A Cortina Community Service District.pdf](#)  
[BL20-217B Cortina Community Service District.pdf](#)  
[BL20-217C Cortina Community Service District.pdf](#)  
[BL20-217D Cortina Community Service District.pdf](#)

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Hi all,

Just a heads up. Rod and I met with Botanica last Tuesday and Shelby, their new designer, sent us these 4 options for "sprucing up" the East and/or West portions of Hillgate landscaping that we are responsible for.

Some of the estimates include a design change that I discussed with Bill, the founder of the company and will further explain at the Special Meeting.

We have much to discuss on Tuesday the 14th. (My first question is, how much cost in these estimates involves the clean up of the landscaping they've been neglecting.)

Have a great week.

Karen

----- Forwarded message -----

**From:** **Shelby Craig** <[scraig@botanica.net](mailto:scraig@botanica.net)>

**Date:** Thu, Sep 3, 2020 at 3:22 PM

**Subject:** Estimates BL20-217

**To:** Karen Gage <[mandk76@gmail.com](mailto:mandk76@gmail.com)>

**Cc:** Jennifer Chaplin <[jchaplin@botanica.net](mailto:jchaplin@botanica.net)>, Bill Lucich <[blucich@botanica.net](mailto:blucich@botanica.net)>

Karen,

Attached are several options to install a ground cover to get the landscape looking fresh. After reviewing the decomposed granite options with Bill and putting the numbers together, I wanted to make sure we weren't outside your budget. So I have included the original estimate which would give you a decomposed granite section down the middle of the planting beds and an option to bark the remaining area. The others are pushing the plants and clearing the area 4' back from the existing concrete curb and then installing either decomposed granite, decorative rock, or walk on bark. Please feel free to reach out with any questions you may have.

Thank you,

*Shelby Craig*

*Estimator*

*Office: 530-671-1029*

*Cell: 530-812-7176*

*[scraig@botanica.net](mailto:scraig@botanica.net)*



BL20-217A  
September 03, 2020

Karen Gage  
6556 Asa Ln  
Arbuckle, CA 95912  
530-902-0223  
[Mandk76@gmail.com](mailto:Mandk76@gmail.com)

---

**PROPOSAL**

---

**Phase 1: West Planting Bed**

- Excavate existing soil, haul off, and dispose
- Prep soil for decomposed granite
- Install 2x4 Epic header board
- Furnish, install, and compact decomposed granite

**Total cost labor and materials.....\$19,896.00**

**Phase 2: East Planting Bed**

- Excavate existing soil, haul off, and dispose
- Prep soil for decomposed granite
- Install 2x4 Epic header board
- Furnish, install, and compact decomposed granite

**Total cost labor and materials.....\$16,770.00**

**Option to Bark Remaining Area; West Side**

- Install bark in the remaining area around the new decomposed granite

**Total cost labor and materials.....\$8,444.00**

**Option to Bark Remaining Area; East Side**

- Install bark in the remaining area around the new decomposed granite

**Total cost labor and materials.....\$6,755.00**

---

**\*\*Valid for (30) thirty calendar days**

Thank you for the opportunity to bid this project.

If you have any questions regarding this estimate, please contact Shelby at 530-812-7176

To approve this estimate and schedule a start date for the above work,  
please sign below and return a copy to us by fax or mail.

Proposal cost is based on cash/check payment.

Only items listed on this proposal are included. If something was discussed and it is not included,  
please contact me.

Shelby Craig, Estimator  
530-812-7176



X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

BL20-217B  
September 03, 2020

Karen Gage  
6556 Asa Ln  
Arbuckle, CA 95912  
530-902-0223  
[Mandk76@gmail.com](mailto:Mandk76@gmail.com)

---

**PROPOSAL**

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**Phase 1: West Planting Bed**

- Clear planting bed 4' from back of existing curb
- Excavate existing soil, haul off, and dispose
- Prep soil for decomposed granite
- Furnish, install, and compact decomposed granite

**Total cost labor and materials.....\$31,240.00**

**Phase 2: East Planting Bed**

- Clear planting bed 4' from back of existing curb
- Excavate existing soil, haul off, and dispose
- Prep soil for decomposed granite
- Furnish, install, and compact decomposed granite

**Total cost labor and materials.....\$27,444.00**

---

**\*\*Valid for (30) thirty calendar days**

Thank you for the opportunity to bid this project.

If you have any questions regarding this estimate, please contact Shelby at 530-812-7176

To approve this estimate and schedule a start date for the above work,  
please sign below and return a copy to us by fax or mail.

Proposal cost is based on cash/check payment.

Only items listed on this proposal are included. If something was discussed and it is not included,  
please contact me.

Shelby Craig, Estimator  
530-812-7176



X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

BL20-217C  
September 03, 2020

Karen Gage  
6556 Asa Ln  
Arbuckle, CA 95912  
530-902-0223  
[Mandk76@gmail.com](mailto:Mandk76@gmail.com)

---

**PROPOSAL**

---

**Phase 1: West Planting Bed**

- Clear planting bed 4' from back of existing curb
- Excavate existing soil, haul off, and dispose
- Prep and install fabric
- Furnish and install decorative rock

**Total cost labor and materials.....\$21,657.00**

**Phase 2: East Planting Bed**

- Clear planting bed 4' from back of existing curb
- Excavate existing soil, haul off, and dispose
- Prep and install fabric
- Furnish and install decorative rock

**Total cost labor and materials.....\$17,036.00**

---

**\*\*Valid for (30) thirty calendar days**

Thank you for the opportunity to bid this project.

If you have any questions regarding this estimate, please contact Shelby at 530-812-7176

To approve this estimate and schedule a start date for the above work,

please sign below and return a copy to us by fax or mail.

Proposal cost is based on cash/check payment.

Only items listed on this proposal are included. If something was discussed and it is not included, please contact me.

Shelby Craig, Estimator  
530-812-7176



X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

BL20-217D  
September 03, 2020

Karen Gage  
6556 Asa Ln  
Arbuckle, CA 95912  
530-902-0223  
[Mandk76@gmail.com](mailto:Mandk76@gmail.com)

---

**PROPOSAL**

---

**Phase 1: West Planting Bed**

- Clear planting bed 4' from back of existing curb
- Excavate existing soil, haul off, and dispose
- Prep existing soil for bark
- Furnish and install walk on bark

**Total cost labor and materials.....\$13,620.00**

**Phase 2: East Planting Bed**

- Clear planting bed 4' from back of existing curb
- Excavate existing soil, haul off, and dispose
- Prep existing soil for bark
- Furnish and install walk on bark

**Total cost labor and materials.....\$10,754.00**

---

**\*\*Valid for (30) thirty calendar days**

Thank you for the opportunity to bid this project.

If you have any questions regarding this estimate, please contact Shelby at 530-812-7176

To approve this estimate and schedule a start date for the above work,  
please sign below and return a copy to us by fax or mail.

Proposal cost is based on cash/check payment.

Only items listed on this proposal are included. If something was discussed and it is not included,  
please contact me.

Shelby Craig, Estimator  
530-812-7176



X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**From:** [rod bradford](#)  
**To:** [karl@kdmanagement.us](mailto:karl@kdmanagement.us); [Karen Gage](#)  
**Subject:** maps  
**Date:** Wednesday, September 2, 2020 1:06:25 PM

---

hi karl

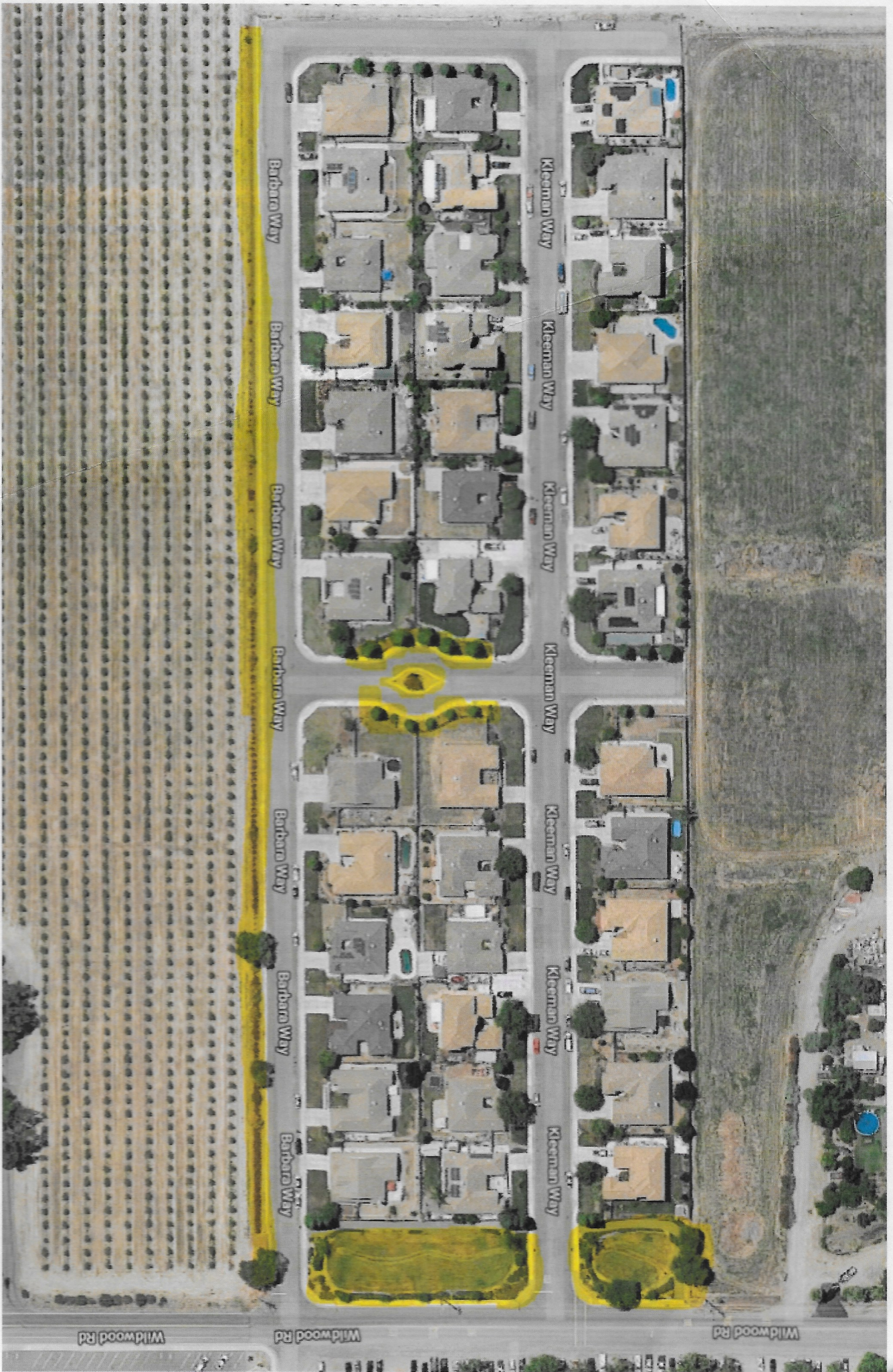
maps in yellow is the landscape company, botanica area to keep maintained.  
botanica has done a poor job. Karen and I had a meeting august 25th with the CEO of  
botanica Jennifer Chaplin  
We went for a car ride to the areas in yellow to show her the lack of maintenance.  
hopefully things get better.  
thanks rod



Virus-free. [www.avast.com](http://www.avast.com)



River Glen





Reddington Ranch







COMMERCIAL • RESIDENTIAL

January 8, 2018

Attn: Amy Gibbons, Terry Wilderman  
PO Box 43  
Arbuckle, CA 95912

Dear Amy Gibbons and Terry Wilderman,

Thank you for your interest in the maintenance services of Botanica Landscapes. Enclosed you will find our Landscape Maintenance Specifications and Proposal. If you have any questions, please contact our office at 530.671.1029, or you may reach me on my cell phone at 530.682.8839. Alternatively, you can email me at [eclavel@botanica.net](mailto:eclavel@botanica.net).

Thank you for considering Botanica Landscapes!

*Ed Clavel*

Ed Clavel - President

*Please feel free to contact me  
if you have any questions!  
Thank you,  
Ed*





COMMERCIAL • RESIDENTIAL

January 8, 2018

Amy Gibbons, Terry Wilderman  
Cortina Community Services District  
PO Box 43  
Arbuckle, CA 95912

Amy: 530.723.0776  
Terry: 916.342.0767  
Amy: [wsalumamy@icloud.com](mailto:wsalumamy@icloud.com)  
Terry: [wildermant@hotmail.com](mailto:wildermant@hotmail.com)

---

Landscape Maintenance Specifications for  
Cortina Community Services District – Reddington Ranch Subdivision in Arbuckle, CA

---

Turf Areas:

- Control Weeds and Debris
- Weed-eat and Edge
- Mow with Clean, Sharp Mowers
- Fertilize as Needed

Shrubs, Flower Bed Areas and Ground Covers:

- Control Weeds and Debris
- Detail, Prune and Shape
- Trim around Walkways, Structures, Fixtures, and Plants
- Fertilize as Needed

Trees:

- Maintain Lower Canopies to approximately six (6) feet in height

Parking Areas and Side Walks:

- Control Weeds, Leaves, and Debris

Irrigation System(s):

- Irrigation time's adjusted bi-monthly to provide adequate watering
- Bi-monthly inspection of irrigation system

Major repairs and tree work may be performed as needed, with the property manager's approval, on a "per item" bid agreement.





January 8, 2018

PROPOSAL: Botanica Landscapes Maintenance Department Service Agreement with Cortina Community Services District for the Redding Ranch Subdivision landscape at a cost listed below, due upon invoicing. Invoices are sent out at the end of each month and are for services performed the month of the invoice date. Services will be performed weekly / every other week in winter in accordance with the above specifications. Contract may be canceled by either party with a sixty (60) day written notice, and may be reviewed annually.

Reddington Ranch Subdivision landscape areas:

Hall Street, Almond Ave, Hillgate Rd, Williams St (as highlighted in map)

Cost \$2236.00

Any services not listed in the Landscape Maintenance Specifications are considered additional services. These include, but are not limited to the following: irrigation repairs, bark replacement, turf grass over-seeding, annual flowers, plant and tree replacement, and tree work or removal, at the rate of \$60.00 per labor hour, plus materials. If additional work is expected, Botanica Landscapes will first obtain approval before any work is performed.

BOTANICA LANDSCAPES observe the following as paid holidays: Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Week, New Year's Day, and Memorial Day.

To accept this proposal and execute it as a contract, please return a signed copy to BOTANICA LANDSCAPES. If you have any questions regarding this proposal, or would like to request a change that may affect this proposal, please call our office at (530) 671-1029. Thank you again for considering Botanica Landscapes! We look forward to the opportunity of working with you!

Respectfully,

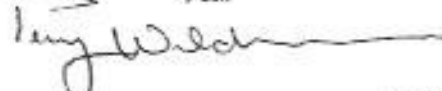
Ed Clavel - President  
Botanica Landscapes

  
\_\_\_\_\_  
Ed Clavel - President Botanica Landscapes

1-8-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Property Owner, Manager, or Financially Responsible Party

2/9/18  
\_\_\_\_\_  
Date







COMMERCIAL • RESIDENTIAL

January 17, 2018

Attn: Amy Gibbons, Terry Wilderman  
PO Box 43  
Arbuckle, CA 95912

Dear Amy Gibbons and Terry Wilderman,

Thank you for your interest in the maintenance services of Botanica Landscapes. Enclosed you will find our Landscape Maintenance Specifications and Proposal. If you have any questions, please contact our office at 530.671.1029, or you may reach me on my cell phone at 530.682.8839. Alternatively, you can email me at [eclavel@botanica.net](mailto:eclavel@botanica.net).

Thank you for considering Botanica Landscapes!

  
Ed Clavel - President





COMMERCIAL • RESIDENTIAL

January 17, 2018

Amy Gibbons, Terry Wilderman  
Cortina Community Services District  
PO Box 43  
Arbuckle, CA 95912

Amy: 530.723.0776  
Terry: 916.342.0767  
Amy: wsalumamy@icloud.com  
Terry: wildermant@hotmail.com

---

Landscape Maintenance Specifications for  
Cortina Community Services District – River Glen Subdivision in Arbuckle, CA

---

Scope of Work:

The scope of this work is to perform landscape maintenance services for the River Glen Subdivision, located on Wildwood Road, Barbara Way, and South Eighth Street in Arbuckle, California. The subdivision includes storm drainage facilities in the form of curb and gutter improvements, catch basin installation, storm drain line installation, and the construction of storm water drainage detention basins. Drainage is routed to the southern boundary of the subdivision and flow easterly toward Wildwood Road and then channeled to the north via a road side ditch, with temporary detention occurring in the two basins.

Work Program:

Requirements and responsibilities of the contracted groundskeeper are as follows:

- Provide all labor, materials, and necessary equipment essential to conducting the required services;
- Remove and dispose of all refuse material at east end of V-ditch at flow screen
- Remove and dispose of all refuse materials;
- Maintain detention basins (two), keeping the intake/outflows free of debris, litter and weeds;
- Weed/clear debris from V-drainage-ditch along southern boundary of subdivision;
- Weed/mow center island on Kraft Lane;
- Weed/clear bank between V-drainage-ditch to the top of the embankment to encompass oleander bushes.





COMMERCIAL • RESIDENTIAL

January 17, 2018

Specifics:

Turf Areas:

Control Weeds and Debris  
Weed-eat and Edge  
Mow with Clean, Sharp Mowers  
Fertilize as Needed

Shrubs, Flower Bed Areas and Ground Covers:

Control Weeds and Debris  
Detail, Prune and Shape  
Trim around Walkways, Structures, Fixtures, and Plants  
Fertilize as Needed

Trees:

Maintain Lower Canopies to approximately six (6) feet in height

Parking Areas and Side Walks:

Control Weeds, Leaves, and Debris

Irrigation System(s):

Irrigation time's adjusted bi-monthly to provide adequate watering  
Bi-monthly inspection of irrigation system

Major repairs and tree work may be performed as needed, with the property manager's approval, on a "per item" bid agreement.





COMMERCIAL • RESIDENTIAL

January 17, 2018

PROPOSAL: Botanica Landscapes Maintenance Department Service Agreement with Cortina Community Services District for River Glen Subdivision landscape areas at a cost listed below, due upon invoicing. Invoices are sent out at the end of each month and are for services performed the month of the invoice date. Services will be performed weekly in accordance with the above specifications. Contract may be canceled by either party with a sixty (60) day written notice—unless otherwise negotiated—and may be reviewed annually.

River Glen Subdivision landscape areas:

Wildwood Rd, Barbara Way Storm Drain, South Eighth St (as highlighted in map) Cost \$659.00

Any services not listed in the Landscape Maintenance Specifications are considered additional services. These include, but are not limited to the following: irrigation repairs, bark replacement, turf grass over-seeding, annual flowers, plant and tree replacement, and tree work or removal, at the rate of \$60.00 per labor hour, plus materials. If additional work is expected, Botanica Landscapes will first obtain approval before any work is performed.

BOTANICA LANDSCAPES observe the following as paid holidays: Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Week, New Year's Day, and Memorial Day.

To accept this proposal and execute it as a contract, please return a signed copy to BOTANICA LANDSCAPES. If you have any questions regarding this proposal, or would like to request a change that may affect this proposal, please call our office at (530) 671-1029. Thank you again for considering Botanica Landscapes! We look forward to the opportunity of working with you!

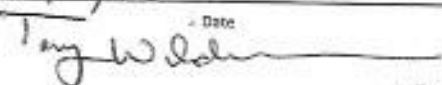
Respectfully,

Ed Clavel - President  
Botanica Landscapes

  
\_\_\_\_\_  
Ed Clavel - President Botanica Landscapes

1-17-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Property Owner, Manager, or Financially Responsible Party

2/9/18  
\_\_\_\_\_  
Date  






# REPORTS & CORRESPONDENCE



KD Management Services LLC

2885 W. Steele Ln.  
Santa Rosa, CA 95403

# Invoice

Date	Invoice #
9/11/2020	20-203

<b>Bill To</b>
Cortina Community Services District PO Box 43 Arbuckle CA 95912

Terms	Due Date
Due on receipt	9/11/2020

Serviced	Item	Description	Quantity	Rate	Amount
8/25/2020	General Manag...	Contact Colusa County Auditor, Contact District 1 Supervisor, contact District 4 Assembly member, review Arbuckle history, review LAFCo history, review Arbuckle Special Districts.	2		0.00
8/27/2020	General Manag...	Review 95% Plans and Specifications, review bid docs and contract, work on setting up financials. Need history.	3		0.00
8/28/2020	General Manag...	Set up electronic files, review MSR and SOI, review minutes and agendas	0.5		0.00
8/29/2020	General Manag...	Work on Government Compensation Reports for 2017-2019, contact web master re updates and e-mail, contact Board member re financials and historical docs, set up chart of accounts, review budgets	2.5		0.00
8/30/2020	General Manag...	Enter data to QB, enter past budgets, review road project, contact county, review agendas and minutes	4.5		0.00
8/31/2020	General Manag...	Contact Peter Kampa, transfer files, review documents and correspondence, contact Peter Rei re road project and other priorities, contact LAFCo re formation docs and resolution,	5.5		0.00
9/1/2020	General Manag...	Contact Michael Chen with State IT office re domain name, compose letter to State re domain, review new files and folders from Peter re road condition, contact Andrew Kraus re Financials and levy transmittals, Continue to try to get a hold of County Auditor	4.5		0.00
9/5/2020	General Manag...	Work on Resolutions, work on Agenda, review government code, review Willdan plans and proposals	5.5		0.00
			<b>Total</b>		

Phone #	Fax #	E-mail	Web Site
707-318-7369	707-575-4306	karl@kdmanagement.us	www.kdmanagement.us



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Santa Rosa, CA 95403

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9/11/2020	20-203

Bill To
Cortina Community Services District PO Box 43 Arbuckle CA 95912

Terms	Due Date
Due on receipt	9/11/2020

Serviced	Item	Description	Quantity	Rate	Amount
9/6/2020	General Manag...	Work on Agenda Packets, Staff reports, Resolutions and Website  Total Hours for 2 weeks - 33.85	5.85		0.00
				<b>Total</b>	\$0.00

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