CITY OF CHICO, PUBLIC WORKS DEPARTMENT

CONTRACT - PUBLIC WORKS PROJECT

R&R HORN CONTRACTORS, INC. (Contractor)

ON-CALL CONCRETE SERVICES (Project Title)

001-601-8801/50388-001-4150 (Budget Account Number)

THIS CONTRACT is executed on <u>Industry</u> 25th, between the CITY OF CHICO, (City), and R&R HORN, INC., a California corporation (Contractor).

ARTICLE I - WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, Contractor hereby agrees to, at its own proper cost and expense, do all the work and furnish all labor and materials necessary to complete in a good, professional, and substantial manner, the public work indicated above and described in the documents listed below and made a part of this Contract by reference thereto, and the same as though set forth herein. Said documents are more fully described as follows:

- 1. NOTICE TO CONTRACTORS dated 10/19/2020
- 2. CITY OF CHICO STANDARD GENERAL PROVISIONS dated 10/16/20
- 3. SPECIAL PROVISIONS entitled "Special Provisions"
- 4. PROPOSAL dated 11/18/20
- 5. CONTRACT PLANS entitled "Standard Plans"

Said public work is located in or near the City of Chico, County of Butte, State of California.

A requirement shown in any of said documents is as binding as though occurring in all.

They are intended to be coordinated and to describe and provide for a complete work. Should it appear that the work to be done or any of the matters relative thereto are not sufficiently explained in said documents or should any of said documents appear to be conflicting, the Contractor shall apply to the City for such further explanation as may be necessary, and shall conform to them as part of the Contract. The decisions of the City as to the true meaning of any of said documents shall be final.

The work shall be performed in accordance with the directions and specifications set forth in the above named documents and also in accordance with the following specifications entitled:

- 1. STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS, MAY 2006
- 2. STANDARD SPECIFICATIONS OF THE CITY OF CHICO

Said specifications are hereby specifically referred to and by such reference made a part hereof.

ARTICLE II - Contractor agrees to receive and accept the prices set forth in Exhibit "A" attached hereto and by reference incorporated herein as full compensation for furnishing all labor and materials and doing all the work contemplated and embraced in this Contract; also for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstruction which may arise or be encountered in the prosecution of the work connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications and the requirements of the Public Works Director under them.

ARTICLE III - City hereby promises and agrees with Contractor to employ, and does hereby employ, Contractor to provide the labor and materials and to do the public work according to the terms and conditions herein contained and referred to, for the prices aforesaid,

and hereby contracts to pay the same at the time, in the manner, and upon the conditions in said GENERAL PROVISIONS, SPECIAL PROVISIONS, PROPOSAL, and SPECIFICATIONS as above set forth; and the said parties, for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV - It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contract, then this instrument shall control, and nothing herein shall be considered as acceptance of the said terms of said proposal conflicting herewith.

IN WITNESS WHEREOF, the parties hereto have executed these presents in the day and year first above written.

R&R Horn Contractors, Inc. CONTRACTOR

13504 Skypark Industrial Ave ADDRESS

Chico, CA 95973 CITY/STATE/ZIP

3v: 45-1

TITLE TRESIDENT

958638 CONTRACTOR'S LICENSE NO.

REVIEWED AS TO CONTENT:

Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

CITY OF CHICO, A Municipal Corporation

By: Purchasing Officer*

*Bid awarded by Purchasing Officer per Section 3.20.060 of the Chico Municipal Code.

APPROVED AS TO FORM:

Andrew L. Jared, City Attorney*

*Pursuant to The Charter of the City of Chico, Section 906(D)

APPROVED AS TO CONTENT:

Erik Gustafson, Public Works Director

Operation & Maintenance

EXHIBIT "A"

CONTRACTOR'S COMPENSATION SCHEDULE

FOR

ON-CALL CONCRETE SERVICES (Project Title)

001-601-8801/50388-001-4150 (Budget Account Number)

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Sawcut/Remove PCC Sidewalk	2000	SF	10.00	20,000.00
2	Install S-1 PCC Sidewalk	1400	SF	14.00	19,600.00
3	Remove PCC Curb and Gutter	500	LF	27.00	13,500.00
4	Install S-2 PCC Vertical Curb and Gutter	400	LF	100.00	40,000.00
5	Install S-2 PCC Rolled Curb and Gutter	100	LF	100.00	10,000.00
6	Install Imprinted Color Concrete Sidewalk	100	SF	225.00	22,500.00
7	Install S-5 Residential Driveway Approach	250	SF	16.00	4,000.00
8	Install S-5A Commercial Driveway Approach	250	SF	55.00	13,750.00
9	Remove Handicapped Ramp	2	EA	1,500.00	3,000.00
10	Install S-27 PCC Handicapped Ramp	2	EA	4,000.00	8,000.00
				TOTAL	154,350.00

Labor/Equipment rates for work on time/materials basis for work not included above:

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Superintendent/Foreman	1	Hr	200.00	200.00
2	Laborer	1	Hr	115.00	115.00
3	Backhoe with Operator	1	Hr	250.00	250.00
4	Skip Loader with Operator	1	Hr	195.00	195.00
5	Dump Truck with Operator	1	Hr	225.00	225.00

The quantities above are an estimate of the work to be done in one year. No minimum amount of work is implied or guaranteed. Actual work quantities will be determined on an as-needed basis throughout the Contract period.

CITY OF CHICO

PUBLIC WORKS DEPARTMENT – OPERATIONS AND MAINTENANCE CHICO, CALIFORNIA

GENERAL PROVISIONS 10/16/2020

A. PROPOSAL REQUIREMENTS

- (a) Examination of Contract Plans, Specifications, General and Special Provisions, and Site of Work. The bidder is required to examine carefully the contract specifications and general and special provisions for, the work contemplated. Since the work will be on-call or as needed, site specific locations will be identified through the course of the contract period. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the general and special provisions, and the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.
- (b) <u>Proposal Form</u>. All proposals must be made upon blank forms as furnished in the contract documents. All proposals must give the prices proposed, in figures, and must be signed by the bidder, with his address. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office addresses of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business address of the president, secretary, and treasurer.
- (c) <u>Formal Protest</u>. Bidders may submit a formal protest prior to the bid opening regarding bid specifications or procedures within five calendar days of the City's notice of intent to award or reject bids. Any protest should specifically state what is being protested and should be sent to the attention of the City Manager. The City's Procurement Protest Procedures are available upon request.
- (d) <u>Rejection of Proposals Containing Alterations, Erasures, or Irregularities</u>. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures, or irregularities of any kind.

The City reserves the right, in its sole discretion, to reject any bid that fails to meet the bidding requirements in any respect, to reject all bids for any reason whatsoever or to waive minor irregularities in any bid.

(d) <u>Bidder's Guaranty</u>. All bids shall be presented under sealed cover. Each bid must be accompanied by cash, a certified or cashier's check, or a bid bond in favor of the CITY OF CHICO in an amount equal to at least ten percent (10%) of the Base Bid Total (calculated on page PF-4). Such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

B. CONTRACT AWARD AND EXECUTION

(a) Award of Contract. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements described. The award, if made, will be made within the timeframe established in the Notice to Contractors. All bids will be compared on the basis of the Public Works Manager's estimate of quantities of work to be done.

(b) Execution of Contract. The contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the City until the execution of the contract.

Failure to execute a contract and file acceptable bonds, as provided herein within ten (10) days, not including Sundays, after the bidder has received notice that the contract has been awarded, shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty.

- (c) Return of Bidder's Guaranties. Within ten (10) days after the award of the contract, the City of Chico will return the proposal guaranties accompanying such of the proposals which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.
- (d) <u>Contract Bonds</u>. The Contractor shall furnish two good and sufficient bonds of a corporate surety authorized to do business in the State of California and having a financial rating in Best's Insurance Guide of at least "B," or in the alternative, an unlicensed surety having an "A" rating. Each of the said bonds shall be executed in a sum equal to the contract price. One of the said bonds shall guarantee the faithful performance of the said contract by the Contractor; and the other of the said bonds shall be furnished as required by the terms of an act entitled:

"An act to secure the payment of the claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such works, and prescribing the duties of certain public officers with respect thereto:, approved May 10, 1919, as amended.

Form of bond required may be examined at the office of the Public Works Director - Operations and Maintenance or copies will be furnished, if desired, to prospective bidders.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material men, become insufficient, or the Public Works Director – Operations and Maintenance has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety not exceeding that originally required, as is considered necessary, considering the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor or any assignee of the Contractor until such further bond or bonds or additional surety has been furnished.

C. SCOPE OF WORK

- (a) <u>Work to be Done</u>. The work to be done consists of furnishing all labor, methods and processes, implements, tools, machinery, and materials, except as otherwise specified, which are necessary and required to construct and put in complete order for use the portion of the street, road, public right of way, or public property designated in the contract, and to leave the grounds or property in a neat condition.
- (b) <u>Alterations</u>. The City of Chico reserves the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Public Works Manager, also to make such alterations or deviations, increases or decreases, additions or omissions, in the plans and specifications, as may be determined during the progress of the work to be necessary and advisable.

(c) Extra Work. New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combinations of items for which there is a bid price.

The Contractor shall do no extra work except upon written order from the Public Works Manager. For such extra work, the Contractor shall receive payment as previously agreed upon in writing, or he shall be paid on force account.

Upon receipt of a written order for extra work from the Public Works Manager the Contractor shall provide a written response in no more than five (5) working days detailing the work and the costs for same.

(d) <u>Removal of Obstructions</u>. The Contractor shall remove and dispose of all structures, debris, or other obstructions of any character to the construction of the street or road, if and as required by the Public Works Manager.

The Contractor shall remove and dispose of all trees designated by the Public Works Manager as obstructions to the proper completion of the work.

(e) <u>Final Cleaning Up</u>. Before acceptance and final payment, the Contractor shall clean the street or road, borrow pits, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition.

D. CONTROL OF THE WORK

(a) <u>Authority of the Public Works Manager</u>. The Public Works Manager shall decide 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; all questions which arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation.

The Public Works Manager's decision shall be final, and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

(b) <u>Plans</u>. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Public Works Manager, except by direction of the Public Works Manager.

Working drawings or plans for any structure not included in the plans furnished by the Public Works Manager, shall be approved by the Public Works Manager before any work involving these plans shall be performed, unless approval be waived in writing by the Public Works Manager.

It is mutually agreed, however, that approval by the Public Works Manager of the Contractor's working plans does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of his working plans with the approved plans and specifications.

(c) <u>Conformity with Plans and Allowable Deviation</u>. Finished surfaces in all cases shall conform with the lines, grades, cross-sections, and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Public Works Manager and authorized in writing.

(d) Interpretation of Plans and Specifications. Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the special provisions, the Contractor shall apply to the Public Works Manager for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the contract, so far as may be consistent with the intent to the original specifications. In the event of doubt or question relative to the true meaning of the specifications, reference shall be made to the Public Works Manager, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

- (e) <u>Superintendence</u>. Whenever the Contractor is not present on any part of the work where it may be desired to give direction, orders will be given by the Public Works Manager in writing, and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.
- (f) <u>Lines and Grades</u>. All distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nails, unless otherwise noted on the plans.

Three consecutive points shown on the same rate of slope must be used in common, in order to detect any variance from a straight grade, and in case any such discrepancy exists, it must be reported to the Public Works Manager. If such a discrepancy is not reported to the Public Works Manager, the Contractor shall be responsible for any error in the finished work.

(g) <u>Inspection</u>. The Public Works Manager shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Public Works Manager, so that proper inspection may be provided. Any work done in the absence of the Public Works Manager will be subject to rejection.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Public Works Manager and accepted or estimated for payment.

Projects financed in whole or in part with state or federal funds shall be subject to inspection at all times by the authorized representatives of the agencies involved.

(h) Removal of Defective and Unauthorized Work. All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

Any work done beyond the lines and grades shown on the plans or established by the Public Works Manager, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith any order of the Public Works Manager made under the provisions of this article, the Public Works Manager shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any moneys due or to become due the Contractor.

(i) <u>Final Inspection</u>. Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed and the final cleaning up performed, the Public Works Manager will make the final inspection.

E. CONTROL OF MATERIALS

(a) <u>Samples and Tests</u>. At the option of the Public Works Manager, the source of supply of each of the materials shall be approved by the Public Works Manager before delivery is started and before such materials are used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination as desired by the Public Works Manager.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Public Works Manager, without charge. No material shall be used until it has been approved by the Public Works Manager. Samples will be secured and tested whenever necessary to determine the quality of material.

(b) <u>Defective Materials</u>. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work unless otherwise permitted by the Public Works Manager. No rejected material, the defects of which have been subsequently corrected, shall be used until approved in writing by the Public Works Manager.

Upon failure on the part of the Contractor to comply with any order of the Public Works Manager made under the provisions of this article, the Public Works Manager shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due to become due the Contractor.

F. LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

- (a) <u>Laws to be Observed</u>. The Contractor shall keep himself fully informed of all existing and future State and National laws and all municipal ordinances and regulations of the City of Chico which, in any manner, affect those engaged or employed in the work, or the materials used in the work, or which in any way, affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Unless otherwise provided in these General Provisions or any subdivision thereof, the provisions of the California Public Contract Code shall not apply to the City of Chico, which is a charter city governed by the California Constitution, Article XI, Section 5.
- (\$25) for each laborer, workman or mechanic employed in the execution of the contract by him, or by any subcontractor under him, upon any of the work herein mentioned, for each calendar day during which said laborer, workman, or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1816 thereof, inclusive.

- (c) <u>Labor Discrimination</u>. No discrimination shall be made in the employment of persons upon public works because of the race, color, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of Chapter 1 of Part VII, in accordance with the provisions of Section 1735 of the Labor Code.
- (d) <u>Prevailing Wage.</u> The Contractor shall forfeit as penalty to the City of Chico Fifty Dollars (\$50) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof, such stipulated (see NC-2) for any work done under the attached contract by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Section 1770 to 1781 thereof, inclusive.

The Director of Industrial Relations has ascertained the general prevailing rate of wages applicable to the work to be done to be as shown on Page NC-2.

- (d-1) <u>Apprenticeship.</u> The Contractor is directed to comply with Section 1777.5 of the California Labor Code as amended.
- (e) <u>License of Bidders</u>. If the work specified herein requires licensing by the State of California, the low bidder will be required to submit substantiating evidence that he is in compliance with any State requirements relative to the performance of this work, prior to the award of bid by the City of Chico.
- (f) <u>Permits and Licenses</u>. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.
- (g) <u>Patents</u>. The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.
- (h) <u>Public Convenience and Safety</u>. The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are stipulated in the special provisions to be used as detours, all traffic shall be permitted to pass through the work.

Residents along the road or street shall be provided passage as far as practicable. Convenient access to driveways, houses, and buildings along the road or street shall be maintained and temporary crossings shall be provided and maintained in good condition. Not more than one cross or intersecting street or road shall be closed at any one time without the approval of the Public Works Manager.

The Contractor shall furnish, erect, and maintain such fences, barriers, lights, and signs as are necessary to give adequate warning to the public at all times that the road or street is under construction and of any dangerous conditions to be encountered as a result thereof, and he shall also erect and maintain such warning and directional signs as may be furnished by the City.

- (i) Responsibility for Damage. The City of Chico, the City Council, or the Public Works Manager shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public; for damage to adjoining property from any cause whatsoever during the progress of the work or at any time before final acceptance.
- (j) <u>Indemnification Clause</u>. The Contractor shall indemnify City, its officers, boards and commissions, and members thereof; its employees and agents from any and all liabilities which might arise out of or relating to this contract. Should City or any of its officers, boards and commissions,

and members thereof, its employees or agents, be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same may be groundless or not, arising out of or relating to this contract, Contractor shall defend City and said officers, boards and commissions and members thereof, its employees and agents, and shall indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.

- (k) Contractor's Responsibility for Work. Except as provided above, until the formal acceptance of the work by the City of Chico, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy.
- (I) <u>No Personal Liability</u>. Neither the City of Chico, the City Council, the Public Works Manager, nor any other officer or authorized assistant or agent, shall be personally responsible for any liability arising under the contract.
- (m) Responsibility of City. The City of Chico shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.
- (n) General Liability Insurance. Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000. Additionally, Contractor shall obtain a sublimit of liability of \$1,000,000 aggregate for products-completed operations.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary insurance with respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s). In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

Automobile Liability Insurance. Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Contractor and provided to City upon request.

<u>Subcontractor Insurance</u>. Contractor shall require all subcontractors, who are performing services for Contractor under this Agreement, to obtain and maintain commercial general liability insurance and automobile liability insurance with the same minimum policy limits as set forth above for Contractor. Evidence of such coverages shall be maintained by Contractor and provided to City upon request.

Workers' Compensation Insurance. Contractor shall, at Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Contractor shall also require all of Contractor's subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Contractor or Contractor's subcontractors to City upon request.

- (o) Additional Coverage. In addition to the coverage required hereinabove, City may also require Contractor to provide evidence of such other coverages in connection with this contract as its city manager may from time to time during the term of this contract require. Further, said city manager may also from time to time during the term of this contract require modification of the limits of coverage, hereinabove specified, either raising or lowering them to meet City's best interests. In any event, city manager shall provide Contractor ninety (90) days prior notice of any modification of said limits. No notification as to modifications in required coverage shall be required.
- (p) <u>Subrogation</u>. Contractor shall agree to waive all rights of subrogation against City for losses arising from Work performed by the Contractor or Contractor's subcontractors for City under this Agreement.

G. PROSECUTION

(a) <u>Subletting and Assignment</u>. The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the contractor, and their work shall be subject to the provisions of the contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Public Works Manager, the subcontractor shall be removed immediately on the requisition of the Public Works Manager and shall not again be employed on the work.

The contract may be assigned only upon written consent of the Public Works Manager.

(b) <u>Character of Workmen</u>. If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Public Works Manager or shall appear to the Public Works Manager to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the requisition of the Public Works Manager, and such person shall not again be employed on the work.

- (c) <u>Temporary Suspension of Work</u>. The Public Works Manager shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the work. The Contractor shall immediately obey such order of the Public Works Manager and shall not resume the work until ordered in writing by the Public Works Manager.
- (d) <u>Time of Completion and Liquidated Damages</u>. It is agreed by the parties to the contract 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 these specifications, damage will be sustained by the City of Chico, and it is and will be impracticable to determine the actual damage which the City of Chico will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Chico the sum of Five Hundred Dollars (\$500) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Chico may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City of Chico shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within ten (10) days from the beginning of any such delay notify the Public Works Manager in writing of the causes of delay, who shall ascertain the facts and the extend of delay, and his findings of the facts thereon shall be final and conclusive.

(e) <u>Suspension of Contract</u>. If at any time in the opinion of the City of Chico, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him, and should he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Public Works Manager, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City of Chico may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon, the City of Chico or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workmen, substitute other machinery or materials, and purchase the materials contracted

for, in such manner as the City of Chico may deem proper; or the City of Chico may annul and cancel the contract and relet the work or any part thereof.

Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City of Chico, but such forfeiture will not release the Contractor or his sureties from liability or failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City of Chico as provided above, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid. In the determination of the question whether there has been any such non-compliance with the contract as to warrant the suspension or annulment thereof, the decision of the City of Chico shall be binding on all parties to the contract.

(f) Right of Way. The right of way for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of right of way, unless otherwise provided in the Special Provisions.

H. MEASUREMENT AND PAYMENT

(a) Extra and Force Account Work. Extra work as hereinbefore defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon by the Contractor and the Public Works Manager; or by force account.

If the work is done on force account, the Contractor shall receive the actual cost of all materials furnished by him as shown by his paid vouchers, plus fifteen percent (15%), and for all labor, equipment and terms that are necessary, he shall receive the current prices in the locality, which shall have been previously determined and agreed to in writing by the Public Works Manager and by the Contractor, plus fifteen percent (15%) provided, however, that the City of Chico reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claims for profit on the cost of such materials. The price paid for labor shall include any compensation insurance paid by the Contractor.

All extra work and force account shall be adjusted daily upon report sheets, prepared by the Public Works Manager, furnished to the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of extra work or force account work done.

(b) <u>Payment</u>. Upon completion of each Work Order to the satisfaction of the Public Works Manager, the Contractor shall invoice the City for the entire amount of said Work Order.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.

And the Contractor further agrees that the payment of the final amount due under each Work Order, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Chico, the City Council and the Public Works Manager from any and all claims or liability on account of work performed under the contract or any alteration thereof.

(c) Complete and Operable Facility. Regardless of any and all specific details in the plans, specifications and contract documents, a complete and operable facility is contemplated and required. All questions, clarifications, comments, reservations and other indeterminate factors affecting his execution of the work will be raised by the Contractor prior to his submittal of his bid to do the work and submittal of such bid will be accepted as evidence that he has done so.

All bid items include all labor, materials, tools, transportation, equipment, services and facilities required for the complete, proper and substantial installation of all work shown on the plans and outlined in these specifications. The work shall include all materials, appliances and apparatus not specifically mentioned herein or noted on the plans, but which are necessary to make a complete working installation of systems shown on the plans or described herein.

Items of work shown on the Plans or required in order to complete the work shown on the Plans but for which no separate Bid Item is shown shall be included in the bid price for various items shown and no separate payment therefore shall be made.

I. GUARANTEE

The Contractor shall guarantee all of his work against defective material or faulty workmanship for a period of one year after the date of acceptance of the work by the Public Works Manager. .

The Contractor shall repair or replace to the satisfaction of the Public Works Manager any or all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above mentioned conditions within a reasonable time after being notified in writing, the owner is authorized to have the defects repaired and made good at the expense of the Contractor who will pay the cost and charges therefore immediately upon demand.

The signing of the agreement by the Contractor shall constitute execution of the above guarantees. The Contract Performance Bond shall remain in full effect during the guarantee period and will not be released until the expiration of such period.

J. DISPUTE RESOLUTION PROCEDURES

- (a) Meet and Confer. In the event contractor disputes the City's written response, the contractor may demand an informal conference to meet and confer regarding the settlement of the issues in dispute. Upon such a demand, the City and contractor will schedule a meet and confer conference within 30 days.
- (b) <u>Presentation of Claim Pursuant to Government Code Provisions</u>. If a dispute is not settled pursuant to the meet and confer process, the contractor may file a claim as provided in Government Code sections 900 through 915.4.

III SPECIAL PROVISIONS

CITY OF CHICO

PUBLIC WORKS DEPARTMENT ~ OPERATIONS AND MAINTENANCE CHICO, CALIFORNIA

SPECIAL PROVISIONS

A. DEFINITIONS

The work embraced herein shall be done in accordance with the appropriate provisions of construction details of the specifications entitled State of California, Department of Transportation, Standard Specifications dated May 2006 and as revised, which specifications are hereinafter referred to as the Standard Specifications, and the City of Chico Design Criteria and Improvement Standards, insofar as the same may apply, and in accordance with the following special provisions.

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation - The Public Works Department - Operations & Maintenance of the City of Chico.

Director, Department of Transportation - The Public Works Department - Operations & Maintenance Director of the City of Chico.

Engineer - The Public Works Department - Operations & Maintenance Director of the City of Chico acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the Public Works Department - Operations & Maintenance Director to test materials and work involved in the Contract.

State - The City of Chico.

Other terms appearing in the Standard Specifications, the General Provisions, and these Special Provisions, shall have the intent and meaning specified in Section 1, Definition of Terms of the Standard Specifications.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions.

B. REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

The third paragraph of section 8.01.01, "Subcontracting," of the State Standard Specifications shall not apply. The Contractor shall not be required to perform at least 50% of the original total Contract price with its own organization.

Each proposal shall have listed therein the name and address of each subcontractor, the associated bid item number(s), and the percentage value of the subcontractors work to whom the bidder proposes to subcontract portions of the work, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The list shall include all subcontractors regardless of the value of the subcontract amount. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal (page PF-3). If there will be no subcontractors, enter "None" on the subcontractor's listing sheet.

C. COOPERATION

Attention is directed to Section 7-1.14, of the Standard Specifications.

Should construction or other work of any other nature be under way by other forces or by other contractors within or adjacent to the limits of the work herein specified, the Contractor shall cooperate with all other such contractors or other forces to the end that any delay or hindrance to their work will be avoided.

D. PROGRESS OF THE WORK AND TIME FOR COMPLETION

A WORK ORDER will be issued for each location or set of locations describing the location, and scope of the work. The Contractor shall diligently prosecute the same to completion before the expiration of

10 WORKING DAYS (Monday – Friday)

from the date of each WORK ORDER, unless a separate, mutually agreed upon term has been determined in writing.

Contract Period: The Contract period shall be three (3) years from the date of the Notice to Proceed.

For each succeeding 12-month term of this Contract, Contractor shall be compensated in an amount equal to 75 percent of the increase in the Consumer Price Index for All Urban Consumers (CPI-U) - U.S. City Average - as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the most recent available previous 12-month period. As an example, if such Index increased 10 percent for a preceding 12-month period, an annual adjustment could not exceed 7.5 percent regardless of whether or not the Contractor's documented costs exceed 7.5 percent.

In order to receive the annual CPI increase, Contractor must fulfill all contract and performance requirements, which will be determined by the Facilities Manager.

Notwithstanding the foregoing, City may, in its sole discretion, terminate this Contract at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Contractor. In this latter event, Contractor shall be entitled to compensation for all service rendered and services performed for City to the date of such termination.

E. PLANS AND SPECIFICATIONS FURNISHED

General and Special Provisions are included in this document, available from Public Purchase. Individual, site-specific work orders will be issued during the course of the Contract period. It is the Contractors responsibility to make paper copies of the plans and specifications for themselves and for their subcontractors. The Contractor shall retain an approved paper set of plans and specifications on the job at all times during the progress of the work.

F. UNDERGROUND FACILITIES

NOTICE IS HEREBY GIVEN THAT there may be underground water, gas, telephone, electric and other utility pipes located beneath the surface of the right of way.

The Contractor shall verify the existence, location, and depth of all utilities prior to construction. The Contractor shall be responsible for the location of all underground facilities or other buried objects which may be encountered but which are not shown on these plans. The Contractor shall call Underground Service Alert (USA) at (800) 642-2444, and City of Chico Municipal Services Center at (530) 894-4200, at least 3 days prior to construction.

The Contractor shall contact the appropriate utility company prior to any excavation and shall determine the exact vertical and horizontal location of any underground facilities. Following the award of Contract for the work, any

cost in locating underground facilities shall be considered as included in the cost of other items of the Contract and no additional compensation will be allowed.

Section 19-1.04, "Removal and Disposal of Buried Man-Made Objects", of the Standard Specifications shall not apply. Payment for removal and disposal of buried man-made objects shall be included in the Contract price paid for other items of work and no separate payment shall be allowed.

G. MATERIALS

The Contractor shall furnish for use under these Special Provisions all materials required to complete the attached Contract.

Quantity Certificates: The Contractor shall present a certified weight slip to the Engineer or his assistants for all materials used in the Contract measured by weight. The above-mentioned weight slips shall be submitted to the Engineer on the same day that the material has been delivered to the construction area.

H. PAYMENT

Upon completion of each Work Order to the satisfaction of the Engineer, the Contractor shall invoice the City for the entire amount of said Work Order. A copy of the completed work order shall be included with the invoice.

I. DESCRIPTION OF WORK

The work, in general, consists of providing pedestrian traffic control, removing and replacing of concrete curbs, gutters, sidewalks, driveways, pedestrian ramps, resetting roadside signs, and/or removing/pruning/grinding tree roots at various locations as they are identified on Work Orders throughout the term of the Contract.

J. QUANTITIES

The preliminary estimates of the quantities of work to be done and materials to be furnished are approximate only, being given as a basis for the comparison of bids, and the City of Chico does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient by the Engineer.

There will be no guarantee in quantity of work in the Contract, as the Contract will be used on an as-needed basis.

K. CONSTRUCTION PROCEDURES AND DETAILS

1. Order of Work

The order of work shall be determined by the Contractor and approved by the Engineer.

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work", of the Standard Specifications and these Special Provisions.

The Contractor shall submit a construction schedule to the Engineer for review and approval at least seven working days prior to the distribution of notices as described in Section 3 below.

2. Contractor Daily Work Hours

The Contractor shall restrict work hours on all Project related work to 7:00 a.m. to 9:00 p.m. daily, except Sundays and legal holidays, when it's work hours shall be from 10:00 a.m. to 6:00 p.m. unless otherwise approved by the Engineer. The restriction shall include all associated move on, set up, equipment and material delivery, and other project activities not strictly related to the daily progress of the project.

Should the Contractor, its subcontractors, or others under the Contractor's control not comply with the requirements contained in this Special Provision, the City of Chico will deduct a penalty charge from the

Contractor's next progress payment for each occurrence. The penalty assessed shall be \$2,000.00 for the first occurrence, and \$3,000.00 for each occurrence thereafter.

3. Notification of Residents and Businesses

The Contractor shall notify all residents and businesses that may be affected by construction at least 72 hours prior to construction. Notification shall be in writing and include a brief description of the work, starting date, scheduled date of completion, Contractor contact person and Contractor telephone number. Notification shall be submitted to the City for review and approval at least 24 hours prior to distribution. Notice to be hand carried by Contractor Representative. Should a change in the work schedule occur after the residents and/or businesses have been notified the Contractor shall notify the residents and/or businesses of the change in schedule 24 hours before the originally scheduled starting date.

Contractor shall have at the job site, during Contractor's working hours, a full-time public relations person to deal with public and business concerns and shall report to the Public Works Manager.

When the construction requires prohibiting parking, "No Parking" signs shall be posted along the construction routes. The signs shall include the dates and times that no parking periods will be in effect. "No Parking" signs shall be mounted on Class II barricades and placed in the gutter pan not more than 100' apart. Signs shall be posted a minimum of 48 hours in advance of construction and immediately removed upon completion. Should the Contractor not commence work after 24 hours from placement of the signs, the signs shall be removed. If a vehicle is parked in a properly posted no parking area and is prohibiting the progression of work, the Contractor shall notify the Chico Police Department to arrange for removal of the vehicle.

Failure to comply with the provisions for notification shall result in the suspension of all work until the provisions have been met.

Full compensation for conforming to the requirements of this provision shall be considered as included in the prices paid for the various Contract items and no additional compensation will be allowed.

4. Access to Residences and Businesses

The Contractor shall provide ADA compliant access to all residences and businesses within the construction zone at all times throughout the project. If access must be removed to a business or residence, written approval must be given by the Engineer and notice shall be given to the property or business 24 hours prior to closure. When the work requires the closing of a business driveway or other entrance, the Contractor shall post signs directing the public to the most convenient access to the business. The penalty assessed for if removing access without approval and 24-hours notice shall be \$2,000.00 for the first occurrence, and \$3,000.00 for each occurrence thereafter

5. Air and Water Pollution Control and Dust Control

The Contractor's attention is directed to Standard Specifications, Section 7 - Legal Relations and Responsibilities and Section 10 - Dust Control for requirements related to air and water pollution control and dust control. The Contractor shall abide by the following regarding the control of dust:

All exposed earth surfaces shall be watered periodically during construction activities. This practice shall be conducted twice during the morning and afternoon work hours. Further, the frequency of watering shall increase if wind speeds exceed 15 miles per hour.

Mud and dust carried onto street surfaces by construction equipment shall be removed on a daily basis.

Haul trucks shall be covered with tarpaulins or other effective covers at all times.

Exposed surfaces shall be revegetated in accordance with the plans as soon as feasibly possible.

It is not necessary for the Contractor to submit a Storm Water Pollution Prevention Plan (SWPPP), however a water pollution control plan and dust pollution control plan (WPCP) will be necessary. These plans shall be submitted for review and approval by the Engineer and the Contractor shall be responsible for adhering to the

requirements of the Standard Specifications, including providing such water and dust pollution control measures as called for on the plans and as directed by the Engineer.

The Contractor or its representative and all subcontractors shall have a copy of the approved Water and Dust Pollution Control Plans pertinent to the work in progress on the jobsite at all times. Failure to adhere to the Water and/or Dust Pollution Control Plans shall be grounds for the City of Chico to require the Contractor to stop the work until the work is in compliance with the approved Water and/or Dust Pollution Control Plans, although working days will continue to be charged.

Should the Contractor or its subcontractors be required to stop work by direction of the Engineer due to non-compliance with the Water and/or Dust Pollution Control Plans, the City of Chico will deduct a penalty charge from the Contractor's next progress payment for each occurrence. The penalty shall amount to \$1,000.00 for the first occurrence and \$2,000.00 for each occurrence thereafter.

Compensation for providing air and water pollution control, a water pollution control plan, and dust control shall be included in the prices paid for the other items of work in the Contract and no additional payment shall be made.

6. Testing

The Contractor shall pay for all failed tests as determined by the Engineer. The cost of failed tests shall be deducted from the Contractor's progress payment. Tests shall include all tests normally performed by the Engineer to check the Contractor's compliance with the Contract provisions.

7. Hazardous Waste in Excavation

If the Contractor encounters material in excavation which he/she has reason to believe may be hazardous waste, as defined by §25117 of the Health and Safety code, he/she shall immediately so notify the Engineer in writing. Excavation in the immediate area of the suspected hazardous material shall be suspended until the Engineer authorizes the work to be resumed. If such suspension delays the current controlling operation, the Contractor will be granted an extension of time as provided in Section 8-1.07, "Liquidated Damages", of the Standard Specifications.

If such suspension delays the current controlling operation more than 2 working days, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Department reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing hazardous material from such area.

8. Unanticipated Cultural Resources Discovery

Construction operations on this project may unearth or uncover cultural resources of a historic or prehistoric nature. If buried or obscured cultural materials are observed during vegetation removal and/or construction, the work in the area of discovery shall cease, the City Planning Department shall be notified, the encountered resource shall then be identified, recorded, and an assessment made of the resource by a qualified archaeologist.

The right is reserved to the City and its authorized agents, including a qualified archaeologist and appropriate professionals to enter upon the right-of-way for the purpose of investigating and/or excavating and removing such resources. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner to avoid any unnecessary delay or hindrance to the work being performed by such other forces.

The Contractor shall immediately notify the City of any delays to its operations as a direct result of the discovery of possible cultural resources which were not indicated on the plans or in the Special Provisions. Any such delays will be considered right-of-way delays within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for such delay will be determined in accordance with said Section 8-1.09. The Contractor shall be entitled to no other compensation for any such delay.

9. Right of Public Utilities

The rights of Public Utilities to enter upon the work for the purpose of making changes necessitated by the improvement are as specified in Section 8-1.10 of the Standard Specifications.

10. Pedestrian Maintenance and Control of Traffic

Description of Work: The Contractor shall supply at its own expense all flagmen, detour signs, barricades and all other traffic control devices and personnel in compliance with provisions of Section 7-1.08 - Public Convenience, Section 7-1.09 - Public Safety and Section 12 - Construction Area Traffic Control Devices of the Standard Specifications, and as ordered by the Engineer, necessary to provide a satisfactory level of safety and minimum inconvenience to the general public.

Nothing in these Special Provisions shall be construed as relieving the Contractor from its responsibility as provided in said Section 7-1.09.

The Contractor shall provide the Engineer with a Traffic Control Plan for each separate element of work seven (7) working days prior to starting work or the pre-construction meeting, whichever is earliest. The Engineer retains the right to modify the plan as he may determine necessary.

The Contractor or its representative and all subcontractors shall have a copy of the approved Traffic Control Plan pertinent to the work in progress on the jobsite at all times. Failure to adhere to the Traffic Control Plan shall be grounds for the City of Chico to require the Contractor to stop the work until traffic control is in compliance with the approved Traffic Control Plan, although working days will continue to be charged.

Should the Contractor or its subcontractors be required to stop work by direction of the Engineer due to non-compliance with the Traffic Control Plan, the City of Chico will deduct a penalty charge from the Contractor's next progress payment for each occurrence. The penalty shall amount to \$2,000.00 for the first occurrence and \$3,000.00 for each occurrence thereafter.

During Contractor working hours a minimum of one (1) traffic lane (in each direction - 4 lane street), not less than twelve (12') feet wide shall be open for public use. During non-working hours all traveled lanes, on all roadways, shall remain open. Whenever vehicles or equipment are parked on the pavement or on the shoulder, within 6 feet of a travel lane, the parking area shall be delineated with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment or along the closed portion of the pavement or shoulder at 25-foot intervals to a point approximately twenty-five (25') feet past the last piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead), as appropriate, shall be mounted on a telescoping flag tree with flags.

Whenever a traffic lane is to be closed to public traffic, the Contractor shall install a traffic control system in accordance with the current "MANUAL OF TRAFFIC CONTROLS - Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways."

(No work that interferes with public traffic shall be performed between 3:30 p.m. and 6:00 p.m. except work required under said Sections 7-1.08 and 7-1.09. - Use when traffic flow is a major concern.)

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal holidays are: January 1st, Martin Luther King's birthday, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday shall be designated the legal holiday.

The Contractor shall keep current and notify the local Police, B-line, and Fire Departments of its construction operation and traffic control changes three (3) days before work is to begin or traffic changes are made. The Contractor shall at no time obstruct bus stops without prior written authorization from the City. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make its own arrangements in keeping the work area clear of parked vehicles.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

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

Wherever the Contractor's operations obliterate pavement delineation (lane lines, either pavement markers or painted lane lines or both), such pavement delineation shall be replaced by either permanent or temporary delineation before opening the traveled way to the traffic. Temporary delineation shall consist of reflective traffic line tape applied in pieces not less than 12 inches long nor less than 4 inches wide spaced no more than 12 feet apart. Reflective traffic line tape shall be applied in accordance with the manufacturer's instructions. Temporary delineation shall be the same color as the permanent delineation. Full compensation for temporary delineation shall be considered as included in the prices paid for the work and no separate payment will be made.

WORK IN TRAFFIC AREAS:

Roadway Excavation: At the end of each workday, or at the time pedestrian or vehicular traffic is allowed within the work area, conforms between existing pavement and an excavation, or within excavated areas shall have been constructed in accordance with the following:

Where longitudinal excavations are within 5 feet of the traveled way, and there is a difference in elevation in excess of 0.2' between existing pavement and any excavated surface, or between excavated surfaces, material shall be placed against the vertical cuts at a maximum slope of 4:1.

At intersections where a difference in elevation greater than 0.08' exists perpendicular to the direction of travel, material shall be placed against the vertical cuts at a maximum slope of 8:1.

Where a difference in elevation greater than 0.08' exists at the lip of gutter within a pedestrian pathway, material shall be placed against the vertical cut at a maximum slope of 8:1 to create a minimum 4' wide path of travel. Side slopes shall be a maximum slope of 4:1.

Material placed for vehicular or pedestrian traffic shall be compacted sufficiently to provide a sound, traversable surface. During excavation operations, native material may be used for this purpose. However, once the placing of the structural section commences, structural material shall be used. A paper joint shall be used when conforming asphalt concrete surfaces. Treated base shall not be used for the conform. The Contractor shall be responsible for placing conforms, maintaining them in good repair, and for their subsequent removal and reshaping of the structural material to the lines and grades shown on the plans.

At each location where the Contractor's work prohibits the normal flow of pedestrian traffic, the Contractor shall have proper signage posted. This signage shall alert the public that the travel way is temporarily closed and shall show directions for a safe alternative route for pedestrian travel. Examples of these signs are included in the appendix of these project specifications. Actual signs must be of proper size and color.

Measurement and Payment: The cost for Pedestrian Maintenance and Control of Traffic (including signs) shall be considered as being included in the Contract unit price paid for other items of work, and no separate payment will be allowed. The cost for Pedestrian Maintenance and Control of Traffic shall take into account all pedestrian maintenance and control of traffic including, but not limited to furnishing all labor, tools, materials, equipment, and incidentals for doing all the work involved in pedestrian maintenance and control of traffic as required by the MUTCD, the Standard Specifications and these Special Provisions, and as directed by the Engineer.

11. Notice of Potential Claim

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he/she has given the Engineer due written notice of potential claim as hereinafter specified. Compliance with Section 9-1.04 of the Standard Provisions shall not be a prerequisite as to matters within the scope of the protest provisions in Section 4-1.03, "Changes" or Section 8-1.06, "Time and Completion" or Section 8-1.07, "Liquidated Damages" all of the Standard Provisions, nor to any claim which is based on differences in measurements or errors of computation as to Contract quantities.

The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 24 hours after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on a City Standard Form furnished by the City and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 calendar days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of its actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

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

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

12. Construction Layout and Staking

<u>Description of Work</u>: This work shall consist of furnishing and setting construction stakes and marks to establish the lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specifications and these Special Provisions. Also included in this work shall be the re-establishment of all control monuments as delineated on the plans or damaged during construction.

The Contractor shall be responsible for re-establishing control monuments disturbed by its negligence at its expense.

The second paragraph of Section 2-1.056 of the Standard Specifications shall not apply to construction staking work.

The Contract drawings show sufficient control points and control lines as may be necessary for the Contractor to establish proper control for the work. The Contractor shall check and verify the accuracy of all control lines and shall report any and all discrepancies to the City prior to starting construction.

The Contractor shall furnish to the Engineer two complete sets of all alignment layout and grade information for all construction staking. The City reserves the right to check any and all construction layout and staking made by the Contractor for control of any Contract item of work.

All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible and accurate. Copies of such computations, notes, and other records shall be furnished to the Engineer prior to beginning work that requires their use. Construction stakes shall be removed from the site of the work when no longer needed.

The Contractor shall re-establish control points at the locations designated on the Contract plans. Re-establishment shall be performed by a registered Civil Engineer or a licensed Land Surveyor. A minimum of three points referencing the control point shall be set, clear of construction, prior to the commencement of work. The control point shall be reestablished after construction is complete.

Re-established control points shall be a $1\frac{1}{2}$ " brass cap monument with an 18" x $\frac{1}{2}$ " shaft, set in ground.

Measurement & Payment: The cost of Construction layout and staking shall be considered as incidental and no separate payment will be allowed, therefore.

13. Clearing and Grubbing

<u>Description of Work</u>: Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions.

This work shall include but not be limited to the removal and disposal of earth, roots, vegetation, gravel, rock and other materials where facilities are to be constructed.

Measurement & Payment: Clearing and grubbing shall be considered as being included in the Contract unit price paid for other items of work, and no separate payment will be allowed.

14. Existing Highway Facilities

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for locating all existing traffic signal cables, conductors, detector loops, pull boxes, and other traffic signal and street lighting appurtenances within the project limits whether shown on the plans or not. Where not in conflict with the work the Contractor shall protect these items, and where a conflict with the work is found, the Contractor shall make the modifications necessary to maintain a fully operational condition for the system as approved by the Engineer. The cost to repair damaged traffic signal and street lighting systems shall be the responsibility of the Contractor. The cost to modify existing traffic signal and street lighting systems found to conflict with the work shall be paid for as extra work under Section 4-1.03D of the Standard Specification.

The Contractor shall be responsible for removal, preservation and replacement of all existing signs, parking meters, bike posts and utility boxes within the project limits whether shown on the plans or not that may be in conflict with the work to be performed. The cost to perform removal, preservation and replacement of existing signs, parking meters, bike posts and utility boxes found in conflict with the work shall be included in the Contract price for other items of work and no additional compensation shall be allowed. If the condition of an existing utility box is such that it cannot be reused a new one will be provided by the utility company that owns the service or by the City. The Contractor will supply the city with a complete list of required utility boxes prior to commencing work so as not to cause a delay once work has commenced. Additional bike posts, as shown on the Project Plans and as directed by the City Engineer, will be provided by the City to be placed at no additional cost to the City.

The Contractor shall be responsible for locating all existing irrigation systems within the project limits whether shown on the plans or not. Where not in conflict with the work the Contractor shall protect the irrigation systems, and where a conflict with the work is found, the Contractor shall make the modifications necessary to remove the irrigation system and leave any part that remains in a fully operational condition as approved by the Engineer. The cost to repair damaged irrigation systems shall be the responsibility of the Contractor. The cost to modify existing irrigation systems found to conflict with the work shall be included in the Contract price for other items of work and no additional compensation shall be allowed.

15. Aggregate Base

Description of Work: Aggregate Base shall conform to the provisions in Section 26, "Aggregate Bases" of the Standard Specifications and these Special Provisions. The maximum size of aggregate shall be three-quarters (3/4) inch as set forth in Section 26, or as specified by the Engineer. Aggregate Base shall be Class 2.

<u>Measurement and Payment</u>: The cost for Aggregate Base shall be considered as being included in the Contract unit price paid for other items of work, and no separate payment will be allowed.

16. Water

<u>Water</u>: The Contractor shall furnish for use under these Special Provisions all water required and as set forth under Sections 10, 17, 19, and 25 of the Standard Specifications.

<u>Measurement and Payment</u>: The cost for furnishing water shall be considered as being included in the Contract unit price paid for other items of work, and no separate payment will be allowed.

17. Concrete and Asphalt Removal

<u>Description of Work</u>: Removing concrete and asphalt shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

Concrete and asphalt removed shall be disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Concrete shall be removed at expansion joints or by sawcutting at locations approved by the Engineer. Asphalt shall be removed by sawcutting at locations approved by the Engineer.

All excavated areas which remain after existing concrete or asphalt is removed and new improvements are installed shall be filled with compacted topsoil to the grade of the adjacent ground and/or improvements. Said topsoil shall be free of any refuse, heavy or silt clay, hard dirt, clods, stones larger than one and one-half (1-1/2) inches in size, roots larger than three-quarters (3/4) of an inch in diameter, noxious weeds or other deleterious materials.

Note: Contractor is required to pour new sidewalk and/or pedestrian ramps within 48 hours of concrete/asphalt removal. Failure to comply will result in suspension of work until the Contractor can supply a revised schedule that shows such compliance can be met.

<u>Measurement</u>: Removal of existing concrete curb and/or gutter, shall be measured by the linear foot. Removal of existing concrete or asphalt sidewalk and driveway shall be measured by the square foot.

Payment: The Contract price paid per linear foot for removal of existing concrete curb and/or gutter and the Contract price paid per square foot for removal of existing concrete or asphalt sidewalk and driveways shall include full compensation for furnishing all labor, tools, materials and equipment, and for doing all the work involved in removing concrete and asphalt, including disposing of all removed material away from the job site, sawcutting, and backfilling, as shown on the plans and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. The cost for the removal and disposal of asphalt associated with the installation of curb and gutter shall be included in this item of work and included in the cost of curb and gutter removal.

Section 4-1.03B of the Standard Specifications shall not apply to this item. The City reserves the right to increase or decrease the quantities in excess of 25%, or eliminate the item in its entirety and no additional compensation will be allowed therefor

18. Miscellaneous Concrete Construction

<u>Description of Work</u>: Curbs, gutters, sidewalks, driveways, and pedestrian ramps including truncated domes shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," and in Section 90, "Portland Cement Concrete," of the Standard Specifications and these Special Provisions, and other related miscellaneous concrete services.

Note: All pedestrian ramps shall include yellow removable truncated domes within the landing. Truncated domes shall be ADA Solutions, Inc. wet set ADA std. replaceable tactile warning surface unit or approved equal. Truncated dome sections shall be a minimum of 36" by 48". Truncated dome material and dimensions will require approval by the Engineer prior to placement. Full compensation for placing truncated domes shall be considered as included in the Contract price for pedestrian ramps and no separate payment will be made.

Note: The Contractor shall match the appearance of the existing sidewalks, to the satisfaction of the Engineer, by reproducing the same lines and score patterns of the sections adjacent to the new sections of sidewalk being removed and replaced.

Subgrade preparation shall conform to the provisions of Section 73-1.02 of the Standard Specifications. The Contractor shall be responsible for performing grading, including furnishing fill material and excavating, as

necessary to establish finish grade for placement of concrete sidewalk, driveway, handicap ramp and bus shelter construction. Subgrade shall be compacted to a relative density of 95 percent in conformance with California Test Method No. 216.

Where concrete curb or curb and gutter is to be constructed in or adjacent to existing pavement the Contractor shall sawcut the existing pavement, remove existing structural section as required to complete the concrete installation, and upon completion of the concrete construction, place asphalt concrete and aggregate base between the new concrete and existing pavement.

No concrete shall be placed until the subgrade and forms have been reviewed for satisfactory compaction, alignment, and grade, and approved by the Engineer.

Pre-molded Expansion Joints, 1/4-inch-wide, shall be installed in all curbs, gutters, driveways, and sidewalks as follows:

- i. As shown on City of Chico Standards
- ii. At maximum 48-foot intervals in all new curb and gutter construction.

Control Joints, 1/8-inch-wide, scored at least 1/10 the depth of concrete being placed, shall be constructed at maximum 24-foot intervals in all new curbs, gutters, and sidewalks. Weakened plane joints shall be constructed in the ramps in accordance with the applicable provisions of Section 40-1.08(B) of the Standard Specifications.

Extruded curb, gutter and sidewalk construction shall not be used without prior approval by the Engineer.

Section 4-1.03, of the Standard Specifications, shall not apply to Miscellaneous Concrete Construction. The City reserves the right to increase or decrease the quantities in excess of 25% without adjustment to the Contract unit price.

Portland Cement concrete curbs and gutters, driveways, sidewalks, and pedestrian ramps including truncated domes shall be constructed at the location shown on the Work Order(s), or as directed by the Engineer, and shall conform to the details and dimensions as shown on the following City of Chico, Department of Public Works Standard Plans:

- a. Standard S-1, "P.C.C. Sidewalk Details"
- b. Standard S-2, "P.C.C. Curb and Gutter"
- c. Standard S-2A, "Curb, Gutter & Sidewalk Installation at Trees"
- d. Standard S-3, "Existing Curb and/or Gutter Replacement"
- e. Standard S-5, "Residential Driveway Approach"
- f. Standard S-5A, "Commercial Driveway Approach"
- g. Standard S-5B, "Curb, Gutter and Driveway Details"
- h. Standard S-5C, "Curbed Driveway Entrance"
- Standard S-27, "P.C.C. Handicapped Ramp"
- j. Standard S-27A, "P.C.C. Handicapped Ramp"

Materials:

- Concrete: Construction of all sidewalks, handicap ramps including truncated domes, curbs, gutters and driveways shall be of Class "II" Portland Cement concrete as specified in Section 90, "Portland Cement Concrete" of the Standard Specifications.
- ii. <u>Adhesives</u>: Adhesives or bonding agents used to join new concrete to existing concrete shall be approved by the Engineer prior to use in the work.
- iii. <u>Lampblack</u>: Lampblack of approved quality shall be mixed with all concrete used in the work at the rate of one pound per cubic yard of concrete.
- iv. <u>Joint Filler</u>: Premolded expansion joint filler shall conform to the provisions of Section 51-1.12C of the Standard Specifications.
- v. <u>Dowels</u>: Steel dowels, where specified, shall conform to the provisions of Section 51.1.13 and 52.1.02A of the Standard Specifications.
- vi. <u>Curing</u>: The curing method of Portland Cement concrete shall conform to Section 90-7.01B of the Standard Specifications. The curing compound shall consist of the compound specified in Section 90-7.01B(4) of the Standard Specifications.

Note: Contractor is required to pour new sidewalk and/or pedestrian ramps within 48 hours of concrete/asphalt removal. Failure to comply will result in suspension of work until the Contractor can supply a revised schedule that shows such compliance can be met.

<u>Measurement</u>: Vertical and/or rolled curb and gutter will be measured by the lineal foot in place. Concrete sidewalks, driveways, and pedestrian ramps shall be measured by the square foot in place.

<u>Payment</u>: The unit price paid per linear foot for installation of concrete curb and gutter and the unit price paid per square foot for installation of concrete sidewalk, driveways, and for each pedestrian ramp including truncated domes shall include full compensation for furnishing all labor, tools, materials and equipment, and for doing all the work involved in installing curbs, gutters, aggregate base under curb and gutter, adjoining roadway section if removed for curb and gutter placement, sidewalks, and driveways including grading and sand cushion under sidewalk and driveways, as shown on the plans as required by the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Section 4-1.03B of the Standard Specifications shall not apply to this item. The City reserves the right to increase or decrease the quantities in excess of 25%, or eliminate the item in its entirety and no additional compensation will be allowed therefore

19. Imprinted Color Concrete

<u>Description of Work</u>: The work in this section shall be designated as Imprinted Color Concrete in the plans. The work shall include all labor, material, equipment and transportation required to complete the installation of the imprinted color concrete. Substitute material shall meet the requirements of Section 6-1.05 of the Standard Specifications, "Trade Names and Alternatives."

Definitions:

Imprinted Color Concrete: A cast-in-place concrete slab, having the surface colored and imprinted with pattern and textured.

Related Work: To be completed by the Contractor:

- i. Provide and place all concrete.
- ii. Provide and apply all Release Agent.
- iii. Provide and apply imprinting tools in the proper pattern per specification.

Products and Materials:

- i. <u>Concrete Mix Design</u>: The concrete shall have a minimum compressive strength of 3500 psi. Portland cement shall conform to ASTM C 150, Type II. Aggregates shall conform to ASTM C 33. Mixing water shall be fresh, clean and potable. No admixtures containing calcium chloride are permitted.
- ii. <u>Concrete Color</u>: The concrete color shall match adjacent concrete. A common color choice in Chico is the BASF coloring admixture Wild Plum (RC7003) or approved equal.
- iii. Release Agent: Release Agent shall be applied to all concrete surfaces to be imprinted with imprinting tools.
- iv. Imprint: Brickform Running Bond Used Brick pattern or approved equal.

Installation Procedures:

- i. The area to receive Imprinted Color Concrete shall have the sub-grade prepared as follows:
- ii. For sidewalks and medians:
 - Thoroughly compact subgrade in accordance with the Special Provisions section entitled "Miscellaneous Concrete Construction;"
 - 2) Place 2" of sand or approved equal; and
 - 3) Place 4" thick concrete slab.
- iii. Control joints shall be provided in accordance with the plans.
- iv. The concrete shall be placed and screeded to the finished grade and floated to a uniform surface in the standard method.
- v. Release Agent shall be applied evenly to the surface.
- vi. While the concrete is still in the plastic stage of set, the imprinting tools shall be applied to make the desired impression to the surface.

Measurement: Imprinted Color Concrete shall be measured by the square foot.

<u>Payment</u>: The Contract price paid per square foot for Imprinted Color Concrete shall include full compensation for all labor, materials, tools, equipment, and incidentals, for furnishing and placing concrete as shown on the plans, specified in these Special Provisions and as directed by the Engineer.

Section 4-1.03B of the Standard Specifications shall not apply to this item. The City reserves the right to increase or decrease the quantities in excess of 25%, or eliminate the item in its entirety and no additional compensation will be allowed therefor

20. Tree Root Protection and Pruning

<u>Description of Work</u>: Work under this section includes the protection and pruning of roots within the limits of each Work Order. Roots shall be disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

a. Purpose: The city of Chico is concerned with the preservation and protection of its trees during construction activities. These specifications detail the procedures necessary to achieve the preservation and protection during construction activities.

All tree maintenance work shall be done to the satisfaction of the Engineer and the City Certified Arborist. Contractor shall be required to use the services of the City Certified Arborist in all matters regarding the protection and pruning of trees.

b. Pre-construction Review: At pre-construction meetings deemed necessary for each Work Order, the Engineer and City Certified Arborist will review the tree maintenance requirements with the Contractor.

All pruning work shall be accomplished in accordance with the ANSI A300-2013 Part 8 Root management Standards and companion BMP 2017 root pruning standards and incorporating Western Chapter International Society of Arboriculture Pruning Standards. The pruning standards to be applied are as follows:

c. Root Protection During Grubbing and Trenching Operations: Every effort shall be made during demolition, excavation and trenching operations to avoid abrading the bark on the roots. Once the concrete is removed from the top of roots, construction equipment shall not be driven on the exposed roots. Manual traffic shall not walk over exposed roots.

Where it is anticipated that roots two (2) inches in diameter or larger will be encountered during construction activities, the Contractor shall use techniques such as probing, pneumatic or hydraulic excavation, or hand digging to locate roots. These techniques shall be used to expose roots without significant damage.

- d. Root Pruning: The practice of "directional root pruning" shall be used to prune roots in conflict with planned improvements. Directional root pruning is accomplished by pruning main roots back to lateral roots, similar in concept to pruning limbs in the canopy. The techniques are defined more thoroughly below.
 - Roots are not to be stub pruned or ground, unless the tree is slated for removal.
 - ii. Roots less than two (2) inches in diameter are to be clean cut using sharp tools to a parent root or another lateral root outside of the work area.
- iii. Roots two (2) inches in diameter and larger shall not be cut without the specific approval of the Certified Arborist. Where roots greater than two (2) inches in diameter must be cut, they are to be clean cut with sharp tools to a parent root or another lateral root outside of the work area.
- iv. Roots two (2) inches in diameter and larger exposed to the air are to be kept covered and moist at all times during construction operations.
- v. Root pruning shall be done by the Certified Arborist, Certified Tree Workers under the general guidance of the Certified Arborist or the Contractor under the supervision of the Certified Arborist.
- vi. Where cut roots are likely to come into contact with new concrete, all exposed cut roots shall be treated with root protection products as directed by the City arborist.
- vii. Contractor shall provide adequate notification to the appointed arborist of tree root exposure to give enough time for assessment of root cutting or protection prescriptions prior to commencement of construction operations.

If roots two (2) inches in diameter or larger are accidentally damaged, the Contractor shall notify the Engineer immediately. The Engineer, in consultation with the City Certified Arborist, will take appropriate action to repair or mitigate the damage. The Contractor shall be responsible for paying all costs incurred by the city to repair or mitigate the damage caused as a result of the Contractor's negligence.

e. Alternate Construction Details: Where roots cannot be cut without adversely affecting the tree, hardscape improvements may be modified with the approval of the Engineer to accommodate the tree or tree roots. Curb, gutter and sidewalk improvements shall be constructed in accordance with Chico Standard Plan S-2A, "Curb, Gutter and Sidewalk Installation at Trees."

Measurement and Payment: The cost for tree root protection and pruning shall include the protection and pruning of tree roots, including the removal and disposal of roots away from the construction site and shall be considered as being included in the Contract unit price paid for other items of work, and no separate payment will be allowed.

21. Modify Existing Landscaping and Irrigation

<u>Description of Work</u>: Work under this section of the specifications includes, but is not limited to, all labor, equipment, and materials required to modify existing landscaping and irrigation systems at necessary locations.

Irrigation systems within the public right of way are generally located between the back of curb and front of sidewalk or behind the back of the location of any irrigation system(s) inside the limits of work. Any portion of the irrigation system disturbed or damaged by the Contractor's operations shall be restored and/or replaced to the satisfaction of the Engineer.

Where existing irrigation system(s) conflict with new sidewalk, curb or gutter, the irrigation system(s) shall be relocated and/or modified to avoid the conflict. The irrigation system(s) shall be restored to the existing operational state.

Where existing irrigation system(s) does not provide adequate coverage for new landscape areas, the Contractor shall modify the irrigation system to provide adequate irrigation to the new landscape areas.

The Contractor shall be responsible for coordinating any irrigation system modifications with the adjoining property owner. Any salvaged material shall be first offered to the adjoining property owner; if not accepted, the material becomes the property of the Contractor and shall be disposed of properly.

Landscaping rocks and plants shall be relocated where possible at the direction of the engineer. Any landscaping material that does not fit in the area provided by the new improvements shall be hauled offsite and disposed of by the Contractor.

<u>Measurement and Payment</u>: The compensation for Modify Existing Landscaping and Irrigation shall be considered as included in other Contract prices paid and no separate payment will be made.

CITY OF CHICO

PUBLIC WORKS DEPARTMENT - OPERATIONS AND MAINTE

CHICO, CALIFORNIA

PROPOSAL FORM

NAME OF BIDDER: R&R Horn Contractors, Inc.

TO THE CITY OF CHICO:

The undersigned declares that he/she has carefully examined the bid documents, and hereby proposes to furnish all materials and do all the work required to complete said work in accordance with said bid

documents for the unit prices set forth on page PF-4.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price

shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the

same as the amount as the entry in the item total column, then the amount set forth in the item total

column for the item shall prevail and shall be divided by the estimated quantity for the item and the price

thus obtained shall be the unit price:

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by

a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the

discrepancy will be resolved by using the entered unit price or item total, whichever most closely

approximates percentagewise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be

deemed irregular.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in

establishing any unit price. Written unit prices will be interpreted according to the number of digits and, if

applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item

total since all such figures are assumed to be expressed in dollars and/or decimal fractions of a dollar.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to

cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not

specifically provided for will be determined in the discretion of the Public Works Department - Operations &

Maintenance, and such discretion will be exercised in the manner deemed by the Public Works Department -

PF-1

work. The decision of the Public Works Department - Operations & Maintenance respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final. City of Chico Business License No. BL 15-031301 DIR Registration No. 1000007553 Licensed in accordance with an act providing for the registration of contractors: Contractor's License No. 958638 (Check appropriate box below. State individual name or (if a firm or partnership), state the firm name and give names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of president, secretary, treasurer, and manager thereof.) Individual Corporation Partnership Other Company Name Mailing Address R&R Horn Contractors, Inc. 13504 Skypark Industrial Ave., Chico, Ca 95973 Richard Horn, President/Treasurer Quin Hogan, Vice President/Secretary/Manager Ri **Email Address** jared@rrhorn.com Phone Number 530-342-8655 Name of Person Submitting Bid: Jared Springer, Senior Estimator Signature of Bidder:

Operations & Maintenance to best protect the public interest in the prompt and economical completion of the

Date: 11/18/20

CITY OF CHICO

PUBLIC WORKS DEPARTMENT – OPERATIONS AND MAINTENANCE CHICO, CALIFORNIA

PROPOSAL FORM

NAME OF BIDDER:	R&R Horn Contractors,	Inc.
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LIST OF SUBCONTRACTORS

SUBCONTRACTOR'S NAME	ADDRESS & TELEPHONE #	RESPONSIBLE FOR CONTRACT ITEM NO.	PERCENTAGE VALUE OF WORK ORDER
None			
	×		
			2

CITY OF CHICO

PUBLIC WORKS DEPARTMENT - OPERATIONS AND MAINTENANCE CHICO, CALIFORNIA

PROPOSAL FORM

The quantities below are an estimate of the work to be done in one year and will be used for bid comparison purposes only. No minimum amount of work is implied or guaranteed under this invitation. Actual work quantities will be determined on an as-needed basis throughout the contract period.

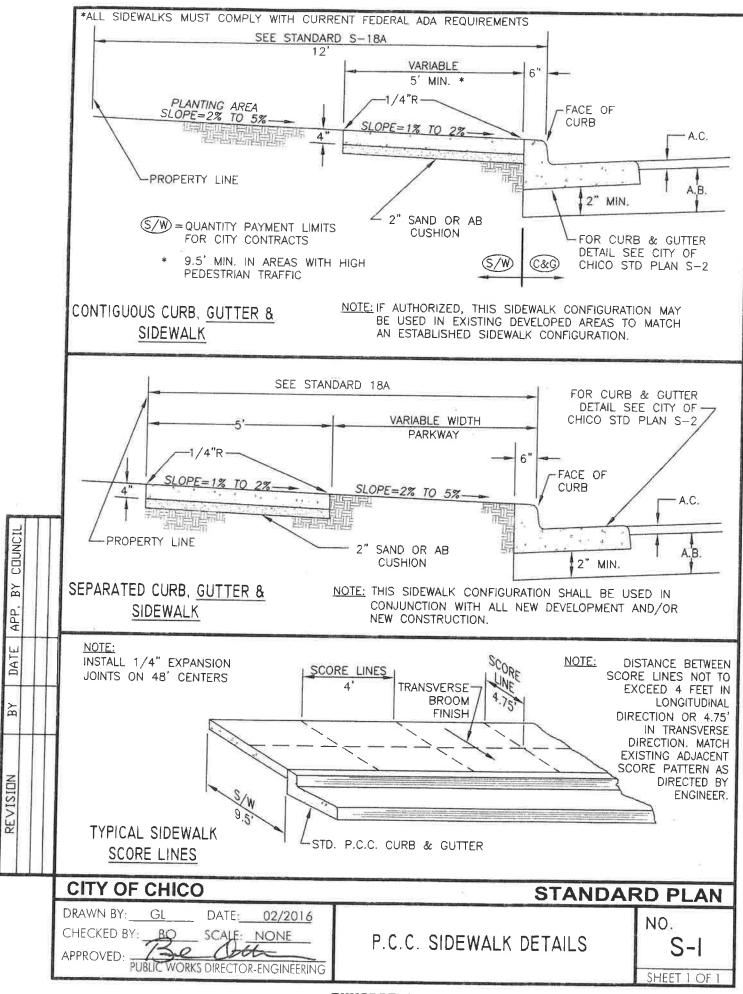
BASE BID

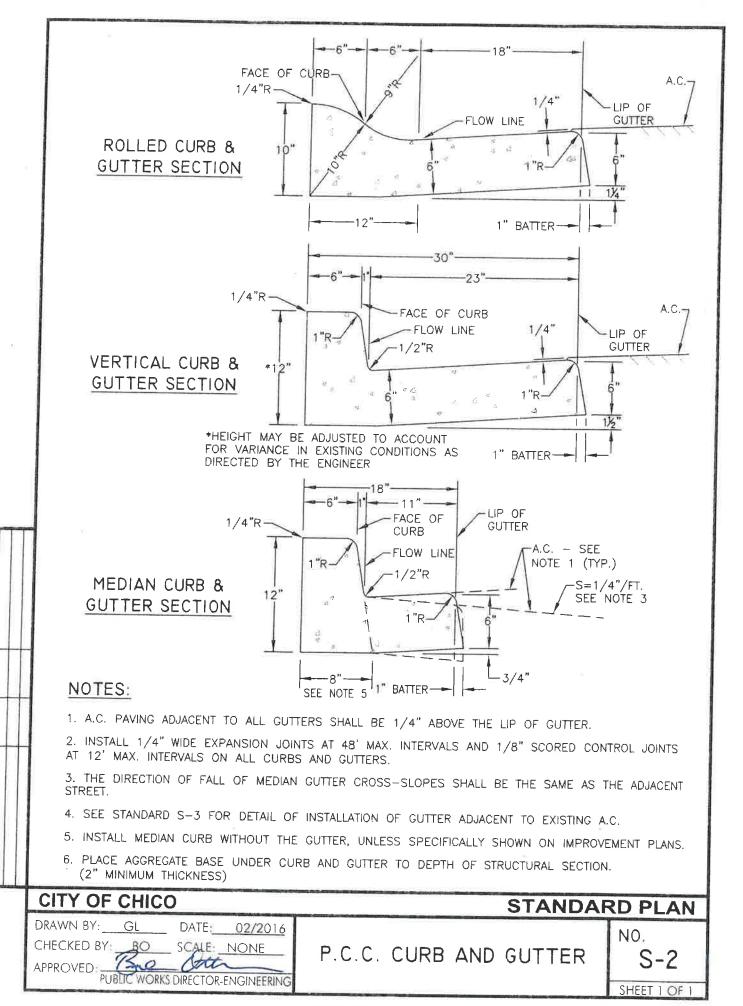
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Sawcut/Remove PCC Sidewalk	2000	SF	10.00	20,000.00
2	Install S-1 PCC Sidewalk	1400	SF	14.00	19,600.00
3	Remove PCC Curb and Gutter	500	LF	27.60	13,500.00
4	Install S-2 PCC Vertical Curb and Gutter	400	LF	100.00	40,000.00
5	Install S-2 PCC Rolled Curb and Gutter	100	LF	100.00	10.000.00
6	Install Imprinted Color Concrete Sidewalk	100	SF	775.00	22,500.00
7	Install S-5 Residential Driveway Approach	250	SF	16.00	4,000.00
8	Install S-5A Commercial Driveway Approach	250	SF	55.00	13,750.W
9	Remove Handicapped Ramp	2	EA	1500.00	3,000.00
10	Install S-27 PCC Handicapped Ramp	2	EA	4,000.00	8,000.00
		_		BASE BID TOTAL	154,350.00

ADDITIVE BID

Labor/Equipment rates for work on time/materials basis for work not included above

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Superintendent/Foreman	1	Hr	20000	200.00
2	Laborer	1	Hr	115.00	115.00
3	Backhoe with Operator	1	Hr	250.00	250.00
4	Skip Loader with Operator	_ 1	Hr	195.00	195.00
5	Dump Truck with Driver	1	Hr	225.00	225.00





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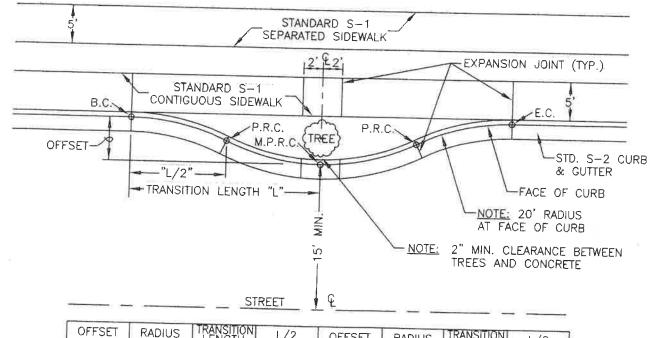
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REVISION

STRAIGHT CURB ALIGNMENT- CONTIGUOUS SIDEWALK TREE, Q R=5' MIN. (TYP.) PROPERTY LINE NOTE: 2" MIN. CLEARANCE BETWEEN STANDARD S-1 TREES AND CONCRETE B.C CONTIGUOUS SIDEWALK EXPANSION JOINT (TYP.) TREE BACK OF CURB FACE OF CURB STD. S-2 CURB & GUTTER- \angle R=5' MIN. (TYP.) LIP OF GUTTER TREE PLAN 5" STD. S-2 SIDEWALK 3'-0", VAR. 13'-0" GUTTER STD. S-2VERT. CURB & GUTTER TOP OF CURB SECTION A-A FLOWLINE ELEVATION

OFFSET CURB ALIGNMENT- SEPARATED OR CONTIGUOUS SIDEWALK



OFFSET	RADIUS	TRANSITION LENGTH	L/2	OFFSET	RADIUS	TRANSITION	L/2
1*	20'	8.9'	4.45	6'	20"	21.1	10.55
2'	20'	12.5'	6.25	7'	20'	22.6'	11.30'
3"	20'	15.2'	7.60'	8'	20'	24.0'	12.00'
4*	20′	17.4'	8.70	9'	20'	25.3'	12.65'
5	20'	19.4'	9.70'				,2.00

CITY OF CHICO

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REVISION

STANDARD PLAN

DRAWN BY: GL DATE: 02/2016

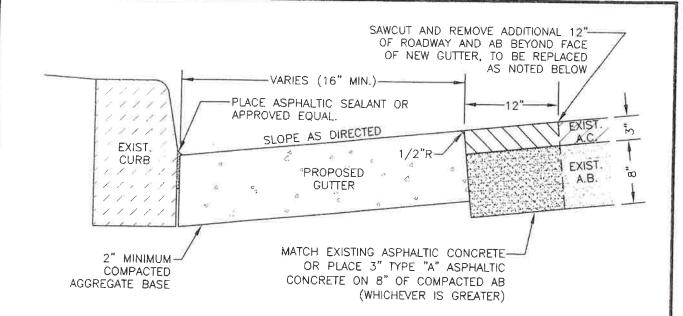
CHECKED BY: BO SCALE: NONE

APPROVED: PUBLIC WORKS DIRECTOR-ENGINEERING

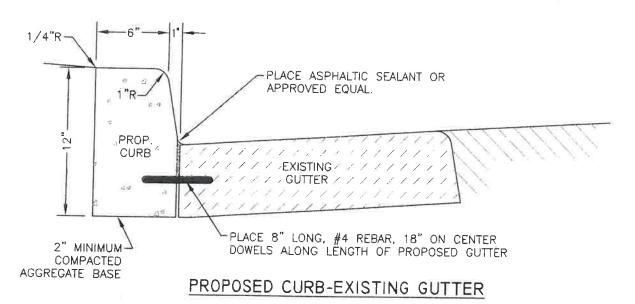
CURB, GUTTER & SIDEWALK INSTALLATION AT TREES

NO: S-2A

SHEET 1 OF 1



EXISTING CURB-PROPOSED GUTTER



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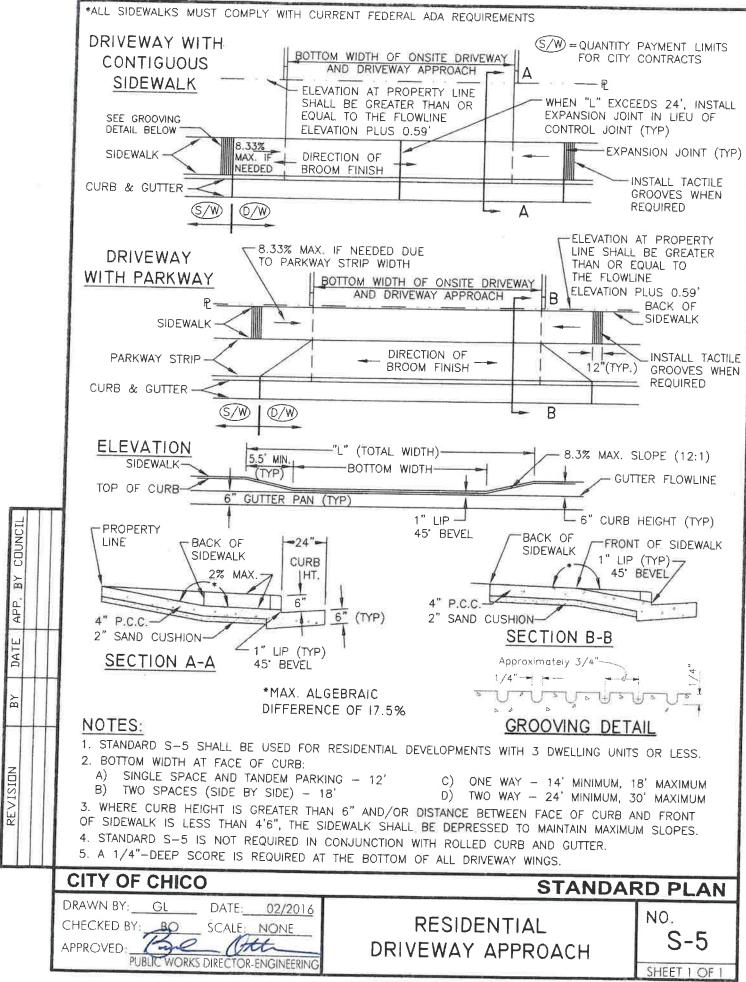
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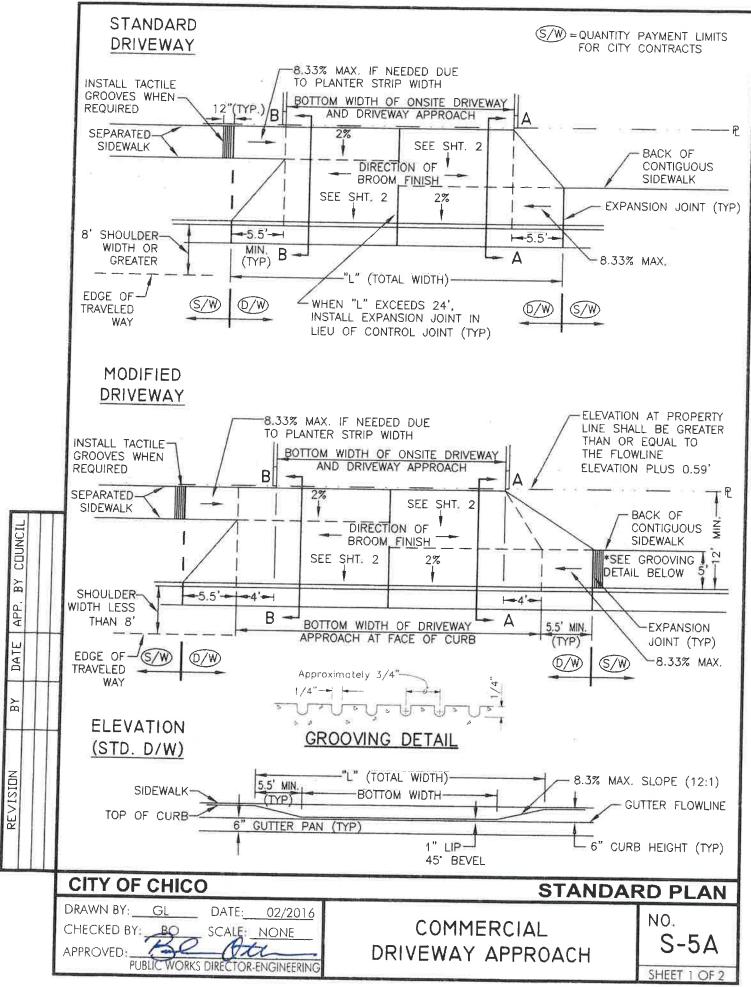
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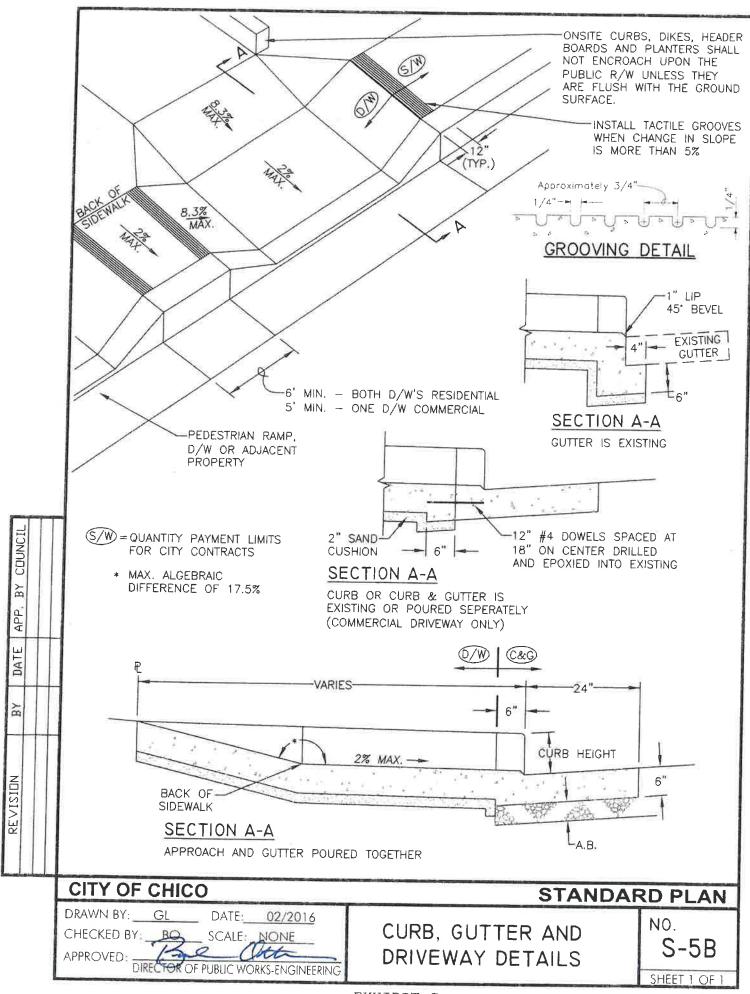
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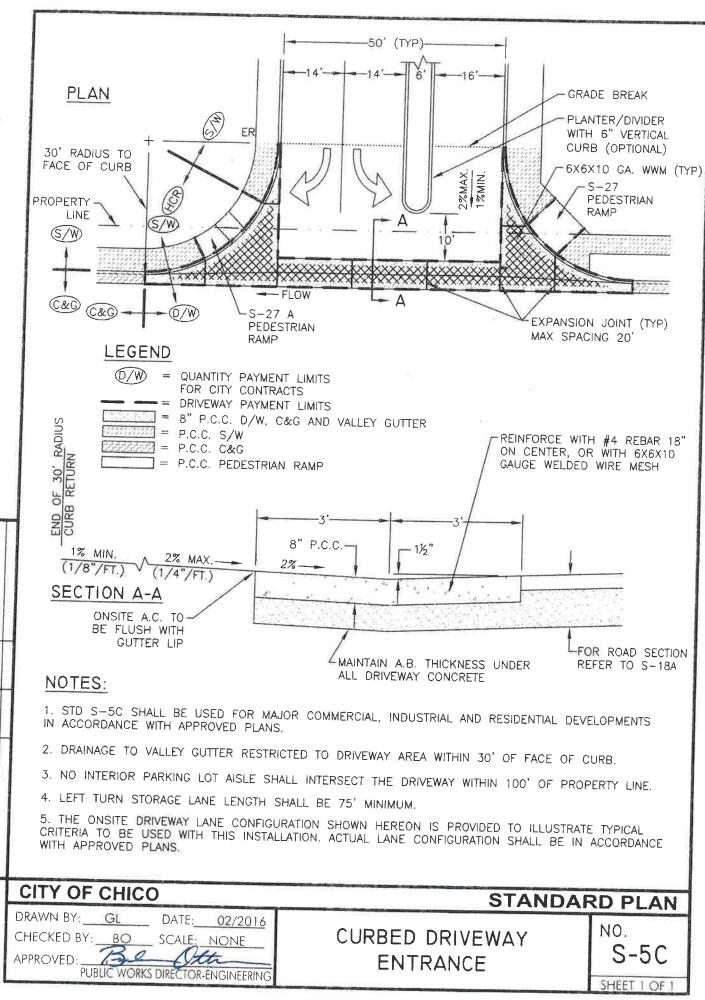
- 1. WHEN INSTALLING BOTH CURB & GUTTER, POUR MONOLITHIC SECTION.
- 2. WHEN REPLACING ROLLED CURB & GUTTER, USE STANDARD NO. S-2 IN COMBINATION WITH METHOD OF MATCHING EXISTING A.C. DETAIL (TOP).
- 3. INSTALL 1/4" WIDE EXPANSION JOINTS, MATCH EXISTING MAX. INTERVAL 48 FT. AND 1/8" SCORED CONTROL JOINTS, MATCH EXISTING MAX. INTERVAL 12 FT.
- 4. ALL CONCRETE IN CITY RIGHT OF WAY SHALL BE CLASS 2 CONCRETE: 590 LBS OF CEMENTITIOUS MATERIAL PER CUBIC YARD, WITH A MINIMUM OF 1 LB OF LAMP BLACK PER CUBIC YARD.
- 5. CURING COMPOUND SHALL BE USED AT A MINIMUM: PIGMENTED ASTM C-309 TYPE 2 CLASS B OR NON-PIGMENTED ASTM C-309 TYPE 1 CLASS B.

CITY OF CHICO	STANDA	RD PLAN
DRAWN BY: <u>GL</u> DATE: <u>02/2016</u>	EXISTING CURB AND/OR	NO.
CHECKED BY: BO SCALE: NONE APPROVED: 7	GUTTER REPLACEMENT	S-3
PUBLIC WORKS DIRECTOR-ENGINEERING	DETAILS	SHEET 1 OF 1









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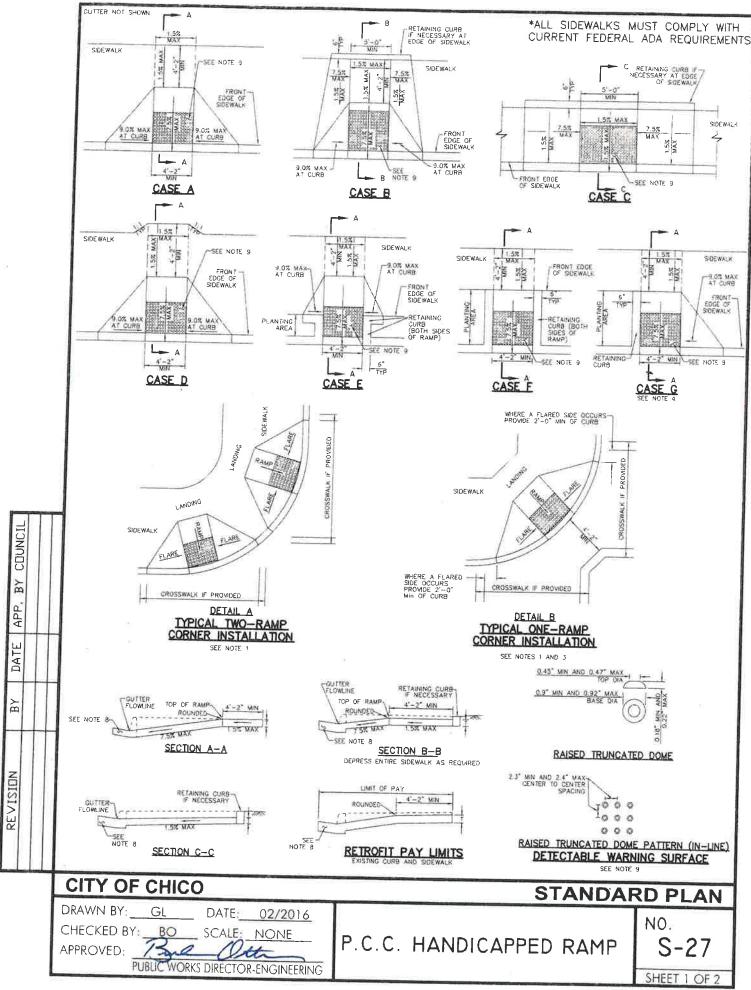
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NOTES:

- 1. AS SITE CONDITIONS DICTATE, CASE A THROUGH CASE G CURB RAMPS MAY BE USED FOR CORNER INSTALLATIONS SIMILAR TO THOSE SHOWN IN DETAIL A AND DETAIL B. THE CASE OF CURB RAMPS USED IN DETAIL A DO NOT HAVE TO BE THE SAME. CASE A THROUGH CASE G CURB RAMPS ALSO MAY BE UESD AT MID BLOCK LOCATIONS, AS SITE CONDITIONS DICTATE.
- 2. IF DISTANCE FROM CURB TO BACK OF SIDEWALK IS TOO SHORT TO ACCOMODATE RAMP AND $4^{\prime\prime}-2^{\prime\prime}$ PLATFORM (LANDING) AS SHOWN IN CASE A, THE SIDEWALK MAY BE DEPRESSED LONGITUDINALLY AS IN CASE B, OR C OR MAY BE WIDENED AS IN CASE D.
- 3. WHEN RAMP IS LOCATED IN CENTER OF CURB RETURN, CROSSWALK CONFIGURATION MUST BE SIMILAR TO THAT SHOWN FOR DETAIL B.
- 4. AS SITE CONDITIONS DICTATE, THE RETAINING CURB SIDE AND THE FLARED SIDE OF THE CASE GRAMP SHALL BE CONSTRUCTED IN REVERSED POSITION.
- 5. IF LOCATED ON A CURVE, THE SIDES OF THE RAMP NEED NOT BE PARALLEL, BUT THE MINIMUM WIDTH OF THE RAMP SHALL BE 4'-2".
- 6. SIDE SLOPE OF RAMP FLARES VARY UNIFORMLY FROM A MAXIMUM OF 9.0% AT CURB TO CONFORM WITH LONGITUDINAL SIDEWALK SLOPE ADJACENT TO TOP OF THE RAMP, EXCEPT IN CASE C AND CASE F.
- 7. TRANSITIONS FROM RAMPS AND LANDING TO WALKS, GUTTERS OR STREETS SHALL BE FLUSH (NO LIP) AND FREE OF ABRUPT CHANGES.
- 8. COUNTER SLOPES OF ADJOINING GUTTERS AND ROAD SURFACES IMMEDIATELY ADJACENT TO AND WITHIN 24" OF THE CURB RAMP SHALL NOT BE STEEPER THAN 1:20 (5.0%). GUTTER PAN SLOPE SHALL NOT EXCEED 1" OF DEPTH FOR EACH 2'-0" OF WIDTH.
- 9. CURB RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE THAT EXTENDS THE FULL WIDTH AND 3'-0" DEPTH OF THE RAMP. A 4'-0" WIDE DETECTABLE WARNING SURFACE MAY BE USED ON A 4'-2" WIDE CURB RAMP. DETECTABLE WARNING SURFACES SHALL CONFORM TO THE REQUIREMENTS IN THE STANDARD SPECIFICATIONS.
- 10. SIDEWALK AND RAMP THICKNESS, "T", SHALL BE 3" MINIMUM.
- 11. UTILITY PULL BOXES, MANHOLES, VAULTS, AND ALL OTHER UTILITY FACILITIES WITHIN THE BOUNDARIES OF THE CURB RAMP WILL BE RELOCATED OR ADJUSTED TO GRADE BY THE OWNER PRIOR TO, OR IN CONJUNCTION WITH, CURB RAMP CONSTRUCTION.
- 12. DETECTABLE WARNING SURFACE MAY HAVE TO BE CUT TO ALLOW REMOVAL OF UTILITY COVERS WHILE MAINTAINING FULL DETECTABLE WARNING WIDTH AND DEPTH.

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CITY OF CHICO

DRAWN BY: MJD DATE: 02/2016

CHECKED BY: BO SCALE: NONE

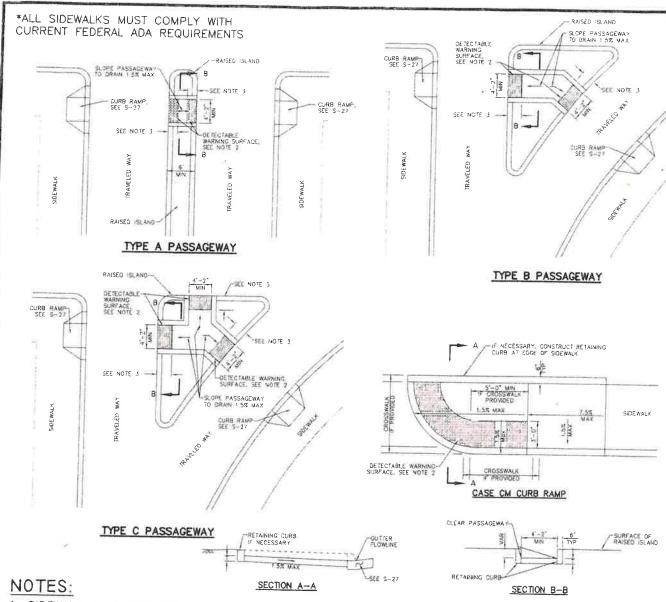
APPROVED: PUBLIC WORKS DIRECTOR-ENGINEERING

STANDARD PLAN

P.C.C. HANDICAPPED RAMP S

S-27

SHEET 2 OF 2



1. SIDEWALK RAMP AND PASSAGEWAY THICKNESS, "T", SHALL BE 3-1/2" MINIMUM.

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- 2. FOR DETAILS OF DETECTABLE WARNING SURFACES, SEE REVISED CALTRANS STANDARD PLAN RSP A88A.
- 3. WHERE AN ISLAND PASSAGEWAY LENGTH IS GREATER THAN OR EQUAL TO 6'-0", BUT LESS THAN 8'-0", EACH DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL WIDTH AND 2'-0" DEPTH OF THE PASSAGEWAY LENGTH. WHERE AN ISLAND PASSAGEWAY LENGTH IS GREATER THAN OR EQUAL TO 8'-0", EACH DETECTABLE WARNING SURFACE SHALL EXTEND THE FULL WIDTH AND 3'-0" DEPTH OF THE PASSAGEWAY LENGTH. A 4'-0" WIDE DETECTABLE WARNING SURFACE MAY BE USED ON A 4'-2" WIDE ISLAND PASSAGEWAY.
- 4. TRANSITIONS FROM RAMPS TO WALKS, GUTTERS, OR STREETS SHALL BE FLUSH (NO LIP) AND FREE OF ABRUPT CHANGES.
- 5. UTILITY PULL BOXES, MANHOLES, VAULTS AND ALL OTHER UTILITY FACILITIES WITHIN THE BOUNDARY OF THE CURB RAMP WILL BE RELOCATED OR ADJUSTED TO GRADE BY THE OWNER PRIOR TO, OR IN CONJUNCTION WITH, CURB RAMP CONSTRUCTION.
- 6. DETECTABLE WARNING SURFACE MAY HAVE TO BE CUT TO ALLOW REMOVAL OF UTILITY COVERS WHILE MAINTAINING FULL DETECTABLE WARNING WIDTH AND DEPTH.

CITY OF CHICO STANDARD PLA					
DRAWN BY: GL DATE: 02/2016 CHECKED BY: BO SCALE: NONE APPROVED: PUBLIC WORKS DIRECTOR-ENGINEERING	P.C.C. HANDICAPPED RAMP	NO. S-27A			
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