



**TOWN OF COLMA**  
**CONTRACT**  
**SPECIFICATIONS AND SPECIAL PROVISIONS**

FOR

**FY 2022/23 Slurry Seal Project**

TO BE SUPPLEMENTED BY  
THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD  
PLANS AND SPECIFICATIONS, 2010 EDITION

**BID DUE DATE: Thursday June 8, 2023, 1pm**  
**Question cutoff date is June 5<sup>th</sup> at 2pm**

SUBMIT BIDS TO:  
TOWN OF COLMA  
PUBLIC WORKS DEPARTMENT  
1198 El Camino Real  
Colma, CA 94014



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## NOTICE INVITING INFORMAL BIDS

NOTICE IS HEREBY GIVEN that the Town of Colma ("Town") invites informal bids for the FY 2022/23 Slurry Seal Project (the "Project") and will receive the bids until **1pm on Thursday June 8, 2023**, at the Town Hall, located at 1198 El Camino Real, Colma, CA 94014. **Question cutoff date is June 5<sup>th</sup> at 2pm**

The Project involves slurry seal of approximately **8,100 square yards** of pavement surface located at three Town facility sites: Colma Police Station, Community Center, Historical Museum and Senior Center. The scope of work consists of furnishing all equipment, labor, and materials necessary to perform slurry seal, crack sealing, removal and replacement of pavement markings and striping, and all associated work.

The project is expected to begin in June 2023 and be completed within **15** working days.

Bids must be for the entire work and submitted on the Town's bid forms.

Bid Package including bid forms is on file in the office of the Town of Colma Public Works Department located at 1198 El Camino Real, Colma CA 94014 and is available on the Town of Colma's Webpage at: <https://www.colma.ca.gov/rfp-and-bids/>.

This Project is subject to the prevailing wage requirements. Pursuant to Labor Code Section 1773, Town has obtained the prevailing rate of per diem wages and the prevailing wage rate for holiday and overtime work applicable in San Mateo County from the Director of the Department of Industrial Relations for each craft, classification, or type of worker needed to execute the Contract for the Project. A copy of these prevailing wage rates may be obtained via the internet at: [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In addition, a copy of the prevailing rate of per diem wages is available at the Town's Public Works Department and shall be made available to interested parties upon request.

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations.

It is also subject to compliance monitoring and enforcement by the Department of Industrial Relations under Labor Code Section 1771.4.

Unless otherwise provided in the Instructions for Bidders, each bidder shall be a licensed contractor pursuant to Sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the Contract: Class A License.

Each bidder shall submit with this bid a statement setting forth his/her/its experience and business standing, and the experience of subcontractors to be employed on the work. The statements shall be made on the forms provided by the Town and must accompany each bid.

The successful Bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Payment Bond each in an amount equal to one hundred percent (100%) of the Contract Price.

**BY SUBMITTING A BID IN RESPONSE TO THIS SOLICITATION FOR BIDS, THE BIDDER SHALL BE CONCLUSIVELY DEEMED TO HAVE READ, UNDERSTOOD AND AGREED WITH ALL OF THE INFORMATION AND MATERIALS CONTAINED IN THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE CONSTRUCTION CONTRACT, THE STANDARD SPECIFICATIONS, THE SPECIAL PROVISIONS, THE REQUIRED NATURE AND AMOUNT OF INSURANCE AND THE DOCUMENTATION EVIDENCING SAID INSURANCE.**

For project information and bid documents, please contact Dave Bishop, Senior Engineer, at Public Works, [dbishop@colma.ca.gov](mailto:dbishop@colma.ca.gov) or (650) 757-8888.

END OF NOTICE INVITING INFORMAL BIDS

## **INSTRUCTIONS TO BIDDERS**

### **1.01 GENERAL**

To be considered, bids must be made in accordance with these Instructions to Bidders.

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of and the submission of the bid.

In addition to Section 2-1.10, " Subcontractor List," of the Standard Specifications, each bid shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Bid book consisted of both bid forms and certifications.

In conformance with Public Contract Code Section 7106, a Non-collusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Non-collusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on future public works contracts.

### **1.02 EXAMINATION OF CONTRACT DOCUMENTS AND SITE OF WORK**

The bidder shall carefully examine the site of the work, proposal, plans, specifications, and contract forms. The submittal of a bid shall be conclusive evidence that the bidder has made a complete investigation and acknowledged the site conditions to be encountered, the character, quality, and quantities of work to be performed, the materials to be furnished, all applicable Federal, State, and local laws and regulations, and the requirements of these specifications and the contract. Bidders' failure to make an adequate examination of the site and all relevant materials and conditions shall not relieve bidder with respect to his/her bid or performance of the work.

### 1.03 BID PREPARATION

The bid shall be made on the unaltered bid forms furnished. Bidders shall state in the bidding blanks, on the bid schedule attached to the bid forms, the prices to cover the cost of all labor, materials, tools, equipment, transportation, services, and incidentals necessary to perform the work required under the respective bid items. If the unit price and the total amount named by the bidder for any item do not agree, the unit price shall govern. The bid shall be signed with the name typed below the signature. If the bid is made by an individual, their name and address must be shown; if by a firm, the firm or partnership name shall be shown; or if by a corporation, the bid must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

### 1.04 BID SECURITY

[RESERVED]

### 1.05 BASIS OF BIDS

The bidder shall bid on all items listed in Base Bid and Alternate Bid Schedule as specified; failure to comply may be cause for rejection. No segregated bids or assignments will be considered.

The Town shall determine the lowest bid based on **the total of the Base Bid Schedule.**

### 1.06 AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications for the conditions and requirements concerning award and execution 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.

The Town reserves the right to reject any and all proposals and/or to waive any irregularities therein. The Town shall reject a bid of any party who has been delinquent or unfaithful in any former contract with the Town.

The award of contract, if it is awarded, it will be made within sixty (60) days after the opening of bids to the lowest responsible bidder whose proposal complies with all the Contract requirements. If the lowest responsible bidder refuses or fails to execute the Contract, the Town may award the Contract to the second lowest responsible bidder within ninety (90) days after the opening of bids. If the second lowest responsible bidder refuses or fails to execute the Contract, the Town may award the Contract to the third lowest responsible bidder within a reasonable time determined by the Town. The periods of time specified above within which

the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Engineer and the bidder concerned.

All bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done. The Engineer's estimate of construction quantities is approximate only, being given as a basis for the comparison of bids. The Town does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with Section 4-1.05, "Changes and Extra Work" of the Standard Specifications.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the Town so that it is received within **10 days**, not including Saturdays, Sundays, and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for rejection of the bid. The executed contract documents shall be delivered to the following address:

Office of the City Clerk, Town of Colma: 1198 El Camino Real, Colma, California  
94014

#### 1.07 MINIMUM PERCENTAGE OF WORK BY PRIME CONTRACTOR

The prime contractor (supplying bid) shall perform a minimum of 50% of the bid value of the work with their direct work forces.

#### 1.08 LISTING OF SUBCONTRACTORS

Bids shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.). Pursuant to Section 4104 of the said Act, each bidder shall state in their bid the subcontractors they intend to employ to perform any work or labor, or to render any service in or about the construction of the work or improvement. This listing shall include the name of each subcontractor, the location of their place of business and the nature of the work to be performed by the subcontractor. Contractor will not be permitted to change this listing without prior written approval of the Town. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, it shall be understood that the Contractor will perform such work without subcontracting the same, and they will not be permitted to subcontract said work without prior written approval of the Town.

#### 1.09 SUBMITTAL OF BID

Submit completed original bid with accompanying forms in an opaque, sealed envelope. Identify the envelope with: (1) project name, (2) name of bidder and 3) bid opening date and time. Submit bids in accordance with the Notice to Contractors to:

TOWN OF COLMA

OFFICE OF THE CITY CLERK  
1198 El Camino Real  
Colma, CA 94014

Oral, telegraphic, facsimile, or telephonic bids or modifications will not be considered.

1.010 MODIFICATIONS AND WITHDRAWAL

Bids may not be modified after submittal. Bidders may withdraw bids at any time before bid opening, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid, is filed with the Town prior to the time fixed for the opening of bids. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

1.011 BID OPENING

Bids will be accepted until the date and hour stipulated in the contract documents and/or the published advertisement for bids. Bids will not be accepted after that time. Bids will be opened as announced in the Notice to Contractors.

1.012 DISQUALIFICATION OF BIDDERS

- A. More than one bid from an individual, firm or partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which said bidder is interested.
- B. A bid may be rejected on the basis of a bidder, any officer, or any such employee of such bidder having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.
- C. Bids in which prices obviously are unbalanced may be rejected.

1.013 QUESTIONS AND ADDENDA

All questions about the Bid Documents may be directed to Public Works Department, Attention: Dave Bishop, Senior Engineer, at (650)757-8888 or email at [dbishop@colma.ca.gov](mailto:dbishop@colma.ca.gov) within seven (7) days prior to the bid opening date. Normal replies or interpretations that do not give unfair advantage or information to the questioning bidder will be answered directly without formal record or addenda. Replies that provide new information not previously available to all bidders or other changes to the contract documents arising from questions or otherwise will be issued to all plan holders of record as addenda to the Bid Documents and will become part of the contract. The Town will not be responsible for oral clarification, nor will same be binding. Questions that might necessitate

an addendum that are received less than seven (7) calendar days before the day of bid opening may not be answered but will be resolved after bid opening or contract award.

1.014 APPROXIMATE ESTIMATE

The quantities given in the bid are approximate only, being given as a basis for comparison of bids. The Town does not expressly or by implication agrees 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 such portions of the work as may be deemed necessary or expedient. Payment for unit price bid items will be made for actual quantities measured in the field.

1.015 RELIEF OF BIDDERS

If the bidder claims a mistake was made in their bid, the bidder shall give the Town a written notice within five (5) working days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

1.016 ACCEPTANCE/REJECTION OF BIDS

The right is reserved to reject any and all bids or to accept the bid deemed best for the Town. Bids may be rejected if they show any alterations of form, additions, conditional bids, incomplete bids, erasures, or irregularities of any kind. The Town reserves the right to waive any irregularities in the bids as received. The award of the contract, if it be awarded, will be to the lowest responsible bidder, and will be made within sixty (60) calendar days after the opening of the bids.

1.017 RETURN OF BID GUARANTEES

[RESERVED]

1.018 QUALIFICATION OF BIDDERS

Prior to award of the contract, the Town shall have the right to require any bidder to submit evidence of their capacity to perform the work on the basis of past experience on similar projects of equal magnitude, to render a statement of financial status, and to submit proof of insurability. Before entering into a contract, the bidder shall satisfy the Town that they possess adequate equipment and have the necessary experience and forces to perform the work in the manner set forth in the contract documents. The bidder shall be a licensed contractor in the State of California. A Town of Colma business license will be required before the contract for the work is signed by the Town.

1.019 REVIEW OF AGREEMENT AND BOND FORMS

- A. The forms of contract, faithful performance bond, and payment bond included in this Specification shall be examined by each bidder but are to be executed only by the Contractor to whom award is made.
- B. Before the execution of the contract, the Contractor shall file with the Town or its authorized representative, acceptable corporate surety bonds on the form attached herein, in a sum not less than one hundred percent (100%) of the amount of the contract, to guarantee the faithful performance of the contract and another in a sum not less than one hundred percent (100%) of the amount of the contract, to guarantee the payment of wages for services engaged, and of bills contracted for materials, supplies, and equipment used in the performance of the contract. The aforesaid faithful performance bond shall be such as to stay in force for a period of 365 days after acceptance of the work by the Town, or as otherwise specified in the Supplementary Requirements as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

1.020 SUBLETTING

No subcontractor will 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 documents. When a portion of the work has been sublet by the Contractor and is not being prosecuted in a manner satisfactory to the Town or its authorized representative, the subcontractor shall be removed immediately at the request of the Town or its authorized representative and shall not again be employed on the work.

1.021 BID PRICES ALL INCLUSIVE

The prices listed in the bid shall include all materials, labor, equipment, tools, supplies, utilities, licenses, permit fees, taxes, incidentals, overhead and profit and for performing all work necessary to complete the work, in place and in full working order as stipulated in the contract documents.

END OF INSTRUCTIONS TO BIDDERS SECTION



## **BID FORMS**

### **PART 1 - GENERAL**

#### **1.01 FORMS INCLUDED**

Contractors shall submit their bids on the following forms included in this Section:

- A. Bid
- B. Bid Schedule
- C. Bidder's Qualifications and References
- D. List of Subcontractors
- E. Non-Collusion Affidavit
- F. Certificate of Non-Discrimination
- G. Statement of Convictions
- H. Previous Disqualifications
- I. Certification of Worker's Compensation Insurance
- J. Certification of Prevailing Wage Rates and Records
- K. Equal Employment Opportunity Certification
- L. Debarment and Suspension Certificate

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**BID**

**FY 2022/23 Slurry Seal Project**

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**TO THE TOWN OF COLMA, CALIFORNIA:**

Pursuant to the foregoing Notice to Contractors, the undersigned bidder herewith submits a bid on the bidding form or forms attached hereto and made a part hereof, and binds themselves on award by the Town of Colma under this bid to execute in accordance with such award a contract, of which this bid and the said Notice to Contractors, Bid Documents shall be a part, and to furnish the bonds and insurance required by the specifications. The attached Notice to Contractors, Instructions to Bidders and specifications are made a part of this bid and all provisions thereof are hereby accepted.

Corporation organized under the laws of the State of \_\_\_\_\_.

Contractors California License Number/Classification: \_\_\_\_\_

License expiration date: \_\_\_\_\_

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
SIGNATURE DATE

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

\_\_\_\_\_ ZIP \_\_\_\_\_

Phone: \_\_\_\_\_

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

CORPORATE SEAL

-or-

NOTARIAL ACKNOWLEDGMENT  
OF SIGNATURE, if partnership  
or proprietorship

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

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**BID SCHEDULE**

**FY 2022/23 Slurry Seal Project**  
**Base Bid Schedule**

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Mobilization	LS	1	\$	\$
2	Traffic Control and Notification	LS	1	\$	\$
3	Crack Sealing	LS	1	\$	\$
4	Type III Slurry Seal w black agg.	SY	8100	\$	\$
5	4" White Stripe	LF	2000	\$	\$
6	4" Blue Stripe	LF	222	\$	\$
7	Type I Arrow (3.5'x10')	EA	10	\$	\$
8	Type IV ®Arrow (6'x8')	EA	1	\$	\$
9	Type VIII Arrow (9'x15')	EA	1	\$	\$
10	Handicap International Symbol of Accessibility (ISA) - Detail A24C	EA	5	\$	\$
11	Handicap Box with 4" White Hatched Lines	LF	237	\$	\$
12	Pavement Markings Words				
a.	KEEP	EA	1	\$	\$
b.	CLEAR	EA	1	\$	\$
c.	EVID	EA	3	\$	\$
d.	ADMIN	EA	5	\$	\$
e.	NUMBERS (1 through 10)	EA	10	\$	\$
f.	ON DUTY	EA	3	\$	\$
g.	WC	EA	1	\$	\$
h.	NO PARKING	EA	4	\$	\$
<b>TOTAL OF BASE BID ITEMS (1-11):</b>					\$
<b>TOTAL OF BASE BID AMOUNT IN WORDS:</b>					

(Abbreviation: EA=Each, LS=Lump Sum, LF=Linear Foot, LM=Lane Mile, SY=Square Foot)

**BASIS OF AWARD:**

The Contract will be awarded based on the lowest bid. The lowest bid shall be the lowest TOTAL OF BASE BID ITEMS to perform the work describe above. Award of Alternate or any combination of alternate items shall be at the Town's discretion after the lowest responsible and responsive bidder has been determined.

The undersigned declares, by their signature to this proposal, that the bidder has carefully checked all of the above figures and understands that the Town shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid. Bid prices shall be shown in figures for the individual items and in both words and figures for the total bid. In the case of any discrepancy between the extended prices for any bid item bid, the unit price multiplied by the number of units shall prevail. In the event of any discrepancy between the total contract amount and the sum of the extended prices of all items, the sum of the extended prices of all items shall prevail. In cases of discrepancy between the total in writing and the total in figures, the total in writing will prevail. If erasures or other changes appear on this proposal, each such erasure or change must be initialed by the person signing the bid.

The bidder shall set forth each item of work, in clearly legible figures, an item unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

If this Proposal shall be accepted and the undersigned should fail to contract as aforesaid or should fail to give the "Faithful Performance" Surety Bond in the sum of one hundred percent (100%) of the contract bid, Payment Bond in the sum of 100% of the contract bid, plus any increases authorized by the City, the "Labor and Material" Surety Bond in the sum of one hundred percent (100%) of the contract bid, and certificates of insurance covering Public Liability and Property Damage in amounts satisfactory to the City Engineer and a Certificate of Insurance covering Workmen's Compensation Insurance, within ten (10) days not counting Sundays and legal holidays, after the Bidder has received notice from the City that the Contract is ready for signature, the Town may, at its option, determine that the bidder has abandoned the Contract, thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of any security accompanying this Proposal shall operate and the same shall become the property of the Town of Colma, State of California.

Bidders must, upon request, furnish evidence of their financial responsibility and ability to perform the work herein described.

The Bidder agrees to accept as full payment for the construction of the Project the amount computed in accordance with the bid schedule prices, which include all costs for labor, materials, tools, equipment, services, taxes, insurance, overhead, profit, warranty performance and all other costs necessary to perform the work in accordance with the Contract Documents.

**2022/3 SLURRY SEAL PROJECT**  
**ADDENDUM ACKNOWLEDGMENT**

**WE HEREBY ACKNOWLEDGE ADDENDUM NOs \_\_\_\_, \_\_\_\_, & \_\_\_\_, AND HAVE REFLECTED THESE CHANGES IN OUR PROPOSAL.**

\_\_\_\_\_  
Signature of Bidder

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**BIDDER'S BOND**

**FY 2022/23 Slurry Seal Project**

Bid Bond

**[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies bid.]**

The makers of this bond are, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety and are held and firmly bound unto the Town of Colma, hereinafter called the Town, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to Town for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated \_\_\_\_\_, 20\_\_\_\_, for 2022/3 Slurry Seal Project.

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the Town as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the Town and judgment is recovered, the Surety shall pay all litigation expenses incurred by the Town in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporation.

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_

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## BIDDER'S QUALIFICATIONS AND REFERENCES

FY 2022/23 Slurry Seal Project

Name of Bidder: \_\_\_\_\_

### THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The bidder has been engaged in the contracting business, under the present business name for \_\_\_\_\_ years.
2. Experience in work of a nature similar to that covered in the bid documents extends over a period of \_\_\_\_\_ years.
3. The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to them, except as follows: (Name any and all exceptions and reasons therefor.)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. The following contracts have been satisfactorily completed in the last three years for the persons, firms or authorities indicated:

	YEAR	TYPE OF WORK	CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
(a)	_____	_____	_____	_____
(b)	_____	_____	_____	_____
(c)	_____	_____	_____	_____
(d)	_____	_____	_____	_____
(e)	_____	_____	_____	_____

5. The following person may be contacted for information concerning the contract work listed above (list a reference for each contract named):

	NAME/TITLE	ADDRESS	TELEPHONE
(a)	_____	_____	_____
(b)	_____	_____	_____
(c)	_____	_____	_____
(d)	_____	_____	_____
(e)	_____	_____	_____

6. Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

7. Reference is hereby made to the following surety company or companies as to the financial responsibility of the bidder:

Surety Co.: \_\_\_\_\_ Office: \_\_\_\_\_

Surety Co.: \_\_\_\_\_ Office: \_\_\_\_\_

8. Following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, AND CAPATOWN	CONDITION	LOCATION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Attach additional sheets as necessary)

9. All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the bid, as a part thereof and the truthfulness and accuracy of the information is guaranteed by the bidder.

Signature of Bidder: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

## LIST OF SUBCONTRACTORS

## FY 2022/23 Slurry Seal Project

Each bidder in submitting their bid for the doing of work or improvements shall, in their bid or offer, in accordance with the provisions of Section 4104 of the Public Contract Code of the State of California, set forth the following:

1. Name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or the improvement, or a subcontractor licensed by the State of California who, under subcontract of the prime contractor, specially fabricates and installs portions of the work or improvements according to the specifications contained in the bid documents.
2. The percentage of work, labor, or services which will be done or rendered by each subcontractor.

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**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

FY 2022/23 Slurry Seal Project

**TOWN OF COLMA, CALIFORNIA**

State of California

County of San Mateo

\_\_\_\_\_, being first duly sworn, deposes and says that the Contractor is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
Signature of Bidder

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for the County of \_\_\_\_\_, State of California.

My commission expires \_\_\_\_\_, 20



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## **CERTIFICATE OF NON-DISCRIMINATION**

FY 2022/23 Slurry Seal Project

On behalf of the bidder making this Bid, the undersigned certifies that there will be no discrimination in employment with regard to race, color, religion, sex, sexual orientation, or national origin; that all federal, state, and local directives and executive orders regarding non-discrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

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BIDDER'S SIGNATURE

## **STATEMENT OF CONVICTIONS**

"I hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against me within the past two years because of failure to comply with an order of a Federal Court to comply with an order of the National Labor Relations Board."

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BIDDER'S SIGNATURE

## **PREVIOUS DISQUALIFICATIONS**

"I hereby swear, under penalty of perjury, that the below indicated bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has never been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation except as indicated on the separate sheet attached hereto entitled "Previous Disqualifications." If such exceptions are attached, please explain the circumstances.

---

BIDDER'S SIGNATURE

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### **CERTIFICATION OF WORKER'S COMPENSATION INSURANCE**

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

\_\_\_\_\_  
BIDDER'S SIGNATURE

### **CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS**

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 1773 of the Labor Code which requires the payment of prevailing wage on public projects. Also, that the CONTRACTOR and any subcontractors under the Contractor shall comply with Section 1776, regarding wage records, and with Section 1777.5, regarding the employment and training of apprentices, of the Labor Code. It is the CONTRACTOR'S responsibility to ensure compliance by any and all subcontractors performing work under this Contract.

The information below applies to the above five sections.

\_\_\_\_\_  
BIDDER'S SIGNATURE

Company Name \_\_\_\_\_

Signed by (printed) \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

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## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 61-1.7(b) (1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontractors which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previously contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

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**DEBARMENT AND SUSPENSION CERTIFICATION**  
(TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29)

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past 3 years.
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

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Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

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Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this certification.

END OF BID FORMS SECTION



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## **SPECIAL PROVISIONS**

### **SECTION 1 - DEFINITIONS AND REFERENCE STANDARDS**

#### **PART 1 - GENERAL**

Section 1 of the Special Provisions shall conform with Section 1, “General,” of the Standard Specifications except as modified herein.

#### **1.01 DEFINITIONS**

The following paragraphs are added to Section 1 of the Standard Specifications. Wherever in the Standard Specifications, Plans, Special Provisions, or other Contract documents the following definitions and terms are used, the intent and meaning shall be interpreted as follows.

- A. Agency: The Town of Colma
- B. Board: The City Council of the Town of Colma
- C. Town: The Town of Colma
- D. Engineer: City Engineer of the Town of Colma, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- E. Laboratory: Laboratories approved and authorized by the Engineer to test materials and work involved in the Contract.
- F. Town Standards: The Town of Colma Standard Specifications, Edit 2.A, Dated January 1999 and Town of Colma Standard Details, Dated 1998.
- G. Standard Specifications: The State of California Department of Transportation Standard Specifications, 2018 Edition and Supplements.
- H. Special Provisions: Any provisions, which supplement or modify the Standard Specifications, including technical specifications covering construction materials and methods. The State Department of Transportation publication titled Labor Surcharge and Equipment Rental Rates and the State Department of Industrial Relations General Prevailing Wage Rates are to be considered as a part of the special provisions.

## 1.02 REFERENCE STANDARDS

The following standards to the extent referenced in the special and technical specifications shall have full force and effect as though printed in this Specification and shall be the latest edition or revision thereof in effect on the bid opening date unless a particular edition or issue is indicated. Copies of these standards are not available from the Town. The Engineer will furnish, upon request, information as to how copies may be obtained. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

AASHTO: American Association of State Highway and Transportation Officials, Standard Specifications

ACI: American Concrete Institute, Standards

AISC: American Institute of Steel Construction, Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings, and the AISC Code of Standard Practice

AMCA: Air Moving and Conditioning Association, Standards

ANSI: American National Standards Institute

APA: American Plywood Association

APWA: American Public Works Association, Standard Specifications for Public Works Construction

ASHRAE: American Society of Heating, Refrigeration and Air Conditioning Engineers

ASME: American Society of Mechanical Engineers

ASTM: American Society for Testing and Materials, Standards

AWPA: American Wood-Preservers' Association, Standards

AWS: American Welding Society

AWWA: American Water Works Association, Standards

CAL/OSHA: California/Occupational Safety and Health Administration, Standards

CA MUTCD: California Manual on Uniform Traffic Control Devices

CISPI: Cast Iron Soil Pipe Institute, Standards

CMAA: Crane Manufacturers' Association of America

CRSI:	Concrete Reinforcing Steel Institute, Standards
CSS:	CalTrans Standard Specifications, State of California, Department of Transportation
ICEA:	Insulated Cable Engineers Association
MIL:	Military Specification
IEEE:	Institute of Electrical and Electron Engineers
MSS:	Manufacturers Standardization Society
NAAMM:	National Association of Architectural Metal Manufacturers
NACE:	National Association of Corrosion Engineers
NEC:	National Electric Code
NEMA:	National Electrical Manufacturers' Association
PUC:	Public Utilities Commission of California
RIS:	Redwood Inspection Service, Standard Specifications
SDI:	Steel Door Institute
SMACNA:	Sheet Metal and Air Conditioning Contractors National Association
SSPC:	Steel Structures Painting Council, Specifications
UBC:	Uniform Building Code of the International Conference of Building Officials
UL:	Underwriters Laboratories
WCLA:	West Coast Lumbermen's Association

END OF SECTION 1

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## **SECTION 3 - EXECUTION OF CONTRACT**

### **PART 1 – GENERAL**

Section 3 of the Special Provisions shall conform with Section 3, "Award and Execution of Contract," of the Standard Specifications except as modified herein.

#### **1.01 EXECUTION OF AGREEMENT AND BONDS**

- A. After award of contract, the Town will mail to the Contractor three copies of the Agreement, bond and insurance forms. Within ten (10) working days after receiving the forms, the Contractor must execute and return them to:

TOWN OF COLMA  
Public Works Department  
1198 El Camino Real  
Colma, CA 94014

- B. All three copies of the Agreement and bonds must be signed by the Contractor. If the Contractor is a corporation, the contract and bonds must be signed by the corporate officers authorized to do so and the corporate seal must be affixed to each document.
- C. The bonds must be executed by a surety company authorized to do business in the State of California, and its corporate seal shall be affixed to each document, together with notarial acknowledgment of the execution of the bonds by the surety's representative. If the contract price is more than \$100,000.00, the surety company must furnish the Town a certified copy of the authorization of its agent to execute the bonds. If the bonds are executed outside the State of California, all copies must be countersigned by a California representative of the surety.
- D. After the contract is executed on behalf of the Town, one copy will be returned to the Contractor for his files.

#### **1.02 RELEASE OF BONDS**

- A. Faithful performance bond shall remain in effect for 365 days after the Notice of Completion is filed by the Town. The bond will remain in effect as a guarantee to repair or replace any defective workmanship or materials for the one-year guaranty period.
- B. The Town may release the Faithful Performance Bond upon receipt of a separate Maintenance Bond from Contractor. The maintenance bond shall be in the form approved by the Town and executed by a surety company or companies satisfactory

to the Town, in the amount of ten (10) percent of the Contract price or \$1,000.00, whichever is greater. Said bond shall remain in force for the duration of the guarantee period specified. The form of said bond can be found among the Contract Documents which is part of these provisions.

- B. Labor and material payment bond shall remain in effect until 35 days after Notice of Completion is filed by the Town and any stop notices received by the Town have been released.

#### 1.03 INSURANCE

- A. After award of the contract, the Contractor shall promptly obtain the insurance certificates required by Section 7 of the Special Provisions and shall submit them to the City Clerk as specified.
- B. Insurance requirements must be met within the same ten (10) working day period allowed for execution of the contract and bonds.

#### 1.04 NOTICE TO PROCEED

The Notice to Proceed will not be issued until the contract is properly executed, good and approved bonds are furnished, and all insurance requirements have been met and the certificates have been approved by the Town.

END OF SECTION 3

**SHORT-FORM CONSTRUCTION CONTRACT  
2022/3 SLURRY SEAL PROJECT  
TOWN OF COLMA, CALIFORNIA**

**1. PARTIES AND DATE.**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **TOWN OF COLMA**, a municipal organization organized under the laws of the State of California located at 1198 El Camino Real, Colma, CA 94014 (“Town”), and \_\_\_\_\_ a [\_\_\_\_**INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY**\_\_\_\_] with its principal place of business at [\_\_\_\_**INSERT ADDRESS**\_\_\_\_] (“Contractor”). Town and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

2.1 Town. Town is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Town on the terms and conditions set forth in this Contract. Contractor represents that it is experienced in providing **Slurry Seal and Striping** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that is familiar with the Bid Documents.

2.3 Project. Town desires to engage Contractor to render such services for the **FY 2022/23 Slurry Seal Project** (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, PERFORMANCE BOND, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS as required by the Contract.

**3. TERMS**

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: **Bid forms and Technical Specifications.**

3.2 Contractor’s Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Owner all labor, materials, tools, equipment, services, and incidental and customary work necessary to complete the Project fully and adequately, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well



as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "A" attached hereto and incorporated herein by this reference. Special conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

3.3 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the Town.

3.4 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Work under this Contract within **15 Working Days**, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or Project milestones developed by the Town. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto or may be provided separately in writing to the Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or Project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Town will suffer damage. Since it is impractical and infeasible to determine the amount of actual damage, it is agreed that the Contractor shall pay to the Town as fixed and liquidated damages, and not as a penalty, the sum of **One Thousand Dollars (\$1000) per day** for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a Town Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the Town, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Town to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Town, shall be promptly removed from the Project by the Contractor and shall not be re-employed on the Work.

3.6 Control and Payment of Subordinates; Contractual Relationship. Town retains Contractor on an independent contractor basis and Contractor is not an employee of Town. Any

additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.7 Town's Basic Obligation. Town agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the Town shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of the services and obligations required by this Contract, the above referenced compensation in accordance with compensation provisions set forth in the Contract.

3.8 Compensation and Payment.

3.8.1 Amount of Compensation. As consideration for performance of the Work required herein, Town agrees to pay Contractor the Total Contract Price of [**\_\_INSERT WRITTEN DOLLAR AMOUNT\_\_**] Dollars (\$[**\_\_INSERT NUMERICAL DOLLAR AMOUNT\_\_**]) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Town.

3.8.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Town will arrange for payment of the Total Contract Price upon completion and approval by Town of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Town will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Town an itemized application for payment in the format supplied by the Town indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the Town may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Town and in such detail and form as the Town shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

Town shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. No progress payments will be made for Work not completed in accordance with this Contract.

3.8.3 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the Town, and the remainder will be paid to Contractor. All Contract retainages shall be released and paid to the Contractor and subcontractors pursuant to

California Public Contract Code Section 7107.

3.8.4 Other Retentions. In addition to Contract retentions, the Town may deduct from each progress payment an amount necessary to protect Town from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Town in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Town during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Town, incurred by the Town for which Contractor is liable under the Contract; and (11) any other sums which the Town is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Town to deduct any of these sums from a progress payment shall not constitute a waiver of the Town's right to such sums.

3.8.5 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the Town will permit the substitution of securities for any monies withheld by the Town to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Town, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Town shall then pay such monies to the Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Town has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Town.

3.8.6 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 10262 of the California Public Contract Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.8.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Town at the time of payment. To the extent that title has not previously been vested in the Town by reason of payments, full title shall pass to the Town at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or

otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Town, nor relieve Contractor from the responsibility to strictly comply with the Contract and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.9 Termination. This Contract may be terminated by Town at any time by giving Contractor three (3) days advance written notice. In the event of termination by Town for any reason other than the fault of Contractor, Town shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Town may terminate the Contract immediately without notice, may reduce payment to the Contractor in the amount necessary to offset Town's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. A termination without cause by Town shall not act as or be deemed a waiver of any potential known or unknown Town claims associated with Consultant's performance prior to the date of termination.

In the event this Contract is terminated in whole or in part as provided, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, Town may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.10 Completion of Work. When the Contractor determines that it has completed the Work required herein, Contractor shall so notify Town in writing and shall furnish all labor and material releases required by this Contract. Town shall thereupon inspect the Work. If the Work is not acceptable to the Town, the Town shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a reinspection by the Town. Once the Work is acceptable to Town, Town shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Town may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.11 Town's Representative. The Town hereby designates the Director of Public Works, or his or her designee, to act as its representative for the performance of this Contract ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Town's Representative or his or her designee.

3.12 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Town ("Contractor's Representative"). Following approval by the Town, the Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction

means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Town, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Town, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Town's written approval.

3.13 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Town, the matter shall be referred to Town's Representative, whose decision shall be binding upon Contractor.

3.14 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by Town. However, Contractor shall be responsible for damage proximately caused by Acts of God, within the meaning of Section 4150 of the California Government Code, only to the extent of five percent (5%) of the Total Contract Price as specified herein. In the event of damage proximately caused by "Acts of God," the Town may terminate this Contract upon three (3) days advanced written notice.

3.15 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold Town, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Town, its directors, official officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse Town and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract and shall not be restricted to insurance proceeds, if any, received by the Town, its governing board, directors, official officers, employees, agents, or volunteers. The only limit to Contractor's indemnification obligation shall be that required by Civil Code Section 2782 exempting Contractor from indemnifying Town against Town's active negligence or willful misconduct.

3.16 Insurance.

3.16.1 Time for Compliance. The Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Town that it has secured all insurance required hereunder. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subcontractor has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the Town to terminate this Contract for cause. Contractor shall furnish Town with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf and shall be on forms acceptable to the Town. All certificates and endorsements must be received and approved by the Town before Work commences. The retroactive date (if any) of each policy is to be no later than the effective date of this Contract. Contractor shall maintain such coverage continuously for a period of at least five years after the completion of the Work under this Contract. Contractor shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Contract; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Contract.

### 3.16.2 Types of Insurance.

3.16.2.1 Workers' Compensation Insurance. The Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the Town certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the Town, if in the form and coverage as set forth in the Contract.

3.16.2.2 Employer's Liability Insurance. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide Town with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the Town.

3.16.2.3 Commercial General Liability Insurance. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most

current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

i. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the Town and shall not preclude the Town from taking such other actions available to the Town under other provisions of the Contract or law.

ii. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract.

iii. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

iv. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the Town may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract.

v. All policies of general liability insurance shall permit, and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

3.16.2.4 Automobile Liability Insurance. Contractor shall provide

“occurrence” form Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, one million dollars (\$1,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the Town. All policies of automobile insurance shall permit, and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

### 3.16.3 Form and Proof of Carriage of Insurance.

3.16.3.1 Any insurance carrier providing insurance coverage required by the Contract shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the Town’s Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the Town, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a “follow form” endorsement satisfactory to the Town indicating that such coverage is subject to the same terms and conditions as the underlying liability policy. Such umbrella or excess liability policy shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Town before the Town’s own insurance or self-insurance shall be called upon.

3.16.3.2 Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Town its officials, officers, employees, agents and volunteers.

3.16.3.3 The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the Town prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the Town may terminate the Contract or stop the Work in accordance with the Contract, unless the Town receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage’s set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the Town has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. The original endorsements for each policy and the



Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

3.16.3.4 The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the Town's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory. With respect to the Commercial General Liability Policy, the "primary and non-contributory" provision shall be at least as broad as CG 20 01 04 12.

3.16.3.5 The Town reserves the right to adjust the monetary limits of insurance coverages during the term of this Contract including any extension thereof if in the Town's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

3.16.3.6. Contractor shall report to the Town, in addition to Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

3.16.3.7 The Town, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's and its subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. Contractor and its insurance carriers shall provide a Waiver of Subrogation in favor of those parties.

3.16.3.8 Contractor shall require all tiers of sub-contractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by Town. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the Town harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the Town as a result thereof.

### 3.17 Bond Requirements.

3.17.1 Payment Bond. If required by law or otherwise specifically requested by Town in Exhibit "B" attached hereto and incorporated herein by reference, Contractor shall execute and provide to Town concurrently with this Contract a Payment Bond in an amount required by the Town and in a form provided or approved by the Town. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Town.

3.17.2 Performance Bond. If specifically requested by Town in Exhibit “B” attached hereto and incorporated herein by reference, Contractor shall execute and provide to Town concurrently with this Contract a Performance Bond in an amount required by the Town and in a form provided or approved by the Town. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Town.

3.17.3 Bond Provisions. Should, in Town’s sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Town. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Town, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Town. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, the Contractor shall, upon request of the Town, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Town. To the extent available, the bonds shall further provide that no change or alteration of the Contract (including, without limitation, an increase in the Total Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Town may terminate the Contract for cause.

3.17.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Town.

3.18 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, the Contractor shall at all times follow all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.19 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Town of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Town in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one-year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Town may require verifying that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Town, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Town by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Town. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Town, the Town shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Town for any expenses incurred hereunder upon demand.

3.20 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If the Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Town in writing. Any necessary changes shall be made by written change order. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Town, the Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold Town, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.21 Permits and Licenses. Contractor shall be responsible for securing Town permits and

licenses necessary to perform the Work described herein, including, but not limited to, a Town Business License. While Contractor will not be charged a fee for any Town permits, Contractor shall pay the Town's applicable business license fee.

3.22 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Town's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.23 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Town of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Town; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Town shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.24 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Town shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Town to provide for removal or relocation of such utility facilities.

3.25 Prevailing Wages.

3.25.1 Contractor is aware of the requirements of California Labor Code Sections 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Because the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and because the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Town shall provide Contractor

with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the Town, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.25.2 Because the Work is being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

3.26 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said Section for all apprenticeable occupations shall be with Contractor.

3.27 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit the statutorily authorized penalty per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.28 Payroll Records. In accordance with the requirements of California Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Responsibility for compliance with California Labor Code Section 1776 shall rest solely with Contractor, and Contractor shall make all such records available for inspection at all reasonable hours.

3.29 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.30 Labor and Material Releases. Contractor shall furnish Town with labor and material releases from all subcontractors performing work on, or furnishing materials for, the work governed by this Contract prior to final payment by Town.

3.31 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.32 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, the Contractor hereby offers and agrees to assign to the Town all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Town tender final payment to the Contractor, without further acknowledgment by the Parties.

3.33 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

**Town**

Town of Colma  
1198 El Camino Real  
Colma, CA 94014  
Attn: Director of Public Works

**Contractor**

[\_\_ INSERT NAME \_\_]  
[\_\_ INSERT ADDRESS \_\_]  
[\_\_ INSERT ADDRESS \_\_]  
[\_\_ INSERT NAME \_\_]

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.34 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.35 Time of Essence. Time is of the essence in the performance of this Contract.

3.36 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Town. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Town may, at its option, terminate and

revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.37 Governing Law. This Contract shall be governed by the laws of the State of California. Venue shall be in San Mateo County.

3.38 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.39 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.40 [INTENTIONALLY OMITTED]

3.41 Claims of \$375,000 or Less. Notwithstanding any other provision herein, claims of \$375,000 or less shall be resolved pursuant to the alternative dispute resolution procedures set forth in California Public Contract Code §§ 20104 *et seq.*

3.42 Prohibited Interests.

3.42.1 Solicitation. Contractor warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Town shall have the right to terminate this Contract without liability.

3.42.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.43 Certification of License. Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.44 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Contract, the language of this Contract shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Contract. All references to Town include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Contract. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define,

limit, augment, or describe the scope, content, or intent of this Contract.

3.45 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.46 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.47 Invalidity; Severability. If any portion of this Contract is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.48 Authority to Enter Contract. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right, and authority to make this Contract and bind each respective Party.

3.49 Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Contract by this reference.

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

**TOWN OF COLMA**

**[INSERT CONTRACTOR'S NAME]**

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

By: \_\_\_\_\_  
[INSERT NAME]  
[INSERT TITLE]

*Attest:*

*Attest:*

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
[INSERT TITLE]

*Approved as to Form:*

\_\_\_\_\_  
Classification of Contractor's License

By: \_\_\_\_\_  
Town Attorney



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**EXHIBIT “A”  
PLANS AND SPECIFICATIONS**

The following plans and specifications are incorporated into this Contract herein by this reference:

**Bid Forms  
Technical Specification**

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## **EXHIBIT “B”**

**B-1 Project Documents & Certifications.** Contractor shall obtain and deliver concurrently herewith:

- ☐ Bond for Faithful Performance of the Work on the form provided and in the sum of 100% of the contract price;
- ☐ Bond for Labor and Materials Payment on the form provided and in the sum of 100% of the contract price;
- ☐ Insurance Documents per specifications.

**B-2 Special Conditions**

**“NOT APPLICABLE”**

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## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the Town of Colma (hereinafter referred to as "Town") has awarded to \_\_\_\_\_, (hereinafter referred to as the "Contractor") \_\_\_\_\_ an agreement for **FY 2022/23 SLURRY SEAL PROJECT** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract for the Project dated \_\_\_\_\_, (hereinafter referred to as "Contract"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, we, \_\_\_\_\_, the undersigned Contractor and \_\_\_\_\_ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Town in the sum of \_\_\_\_\_ DOLLARS, (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the Town, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, unless otherwise provided for in the Contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by Town, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Town from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the Town's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the Town to be, in default under the Contract, the Surety shall remedy the default pursuant to the Contract, or shall promptly, at the Town's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract; or

- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the Town, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Town under the Contract and any modification thereto, less any amount previously paid by the Town to the Contractor and any other set offs pursuant to the Contract.
- (3) Permit the Town to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the Town under the Contract and any modification thereto, less any amount previously paid by the Town to the Contractor and any other set offs pursuant to the Contract.

Surety expressly agrees that the Town may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the Town, when declaring the Contractor in default, notifies Surety of the Town's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Project, including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_  
\_\_\_\_\_

(Corporate Seal)

Surety

By \_\_\_\_\_  
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title \_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand. The total amount of premium charges, \$ \_\_\_\_\_.  
(The above must be filled in by corporate attorney.)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Agent or Representative for service of process in California, if different from above) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Telephone number of Surety and Agent or Representative for service of process in California) \_\_\_\_\_  
\_\_\_\_\_

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.



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## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me  
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)  
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

\_\_\_\_\_

Name(s) of Signer(s)

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

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

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

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

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## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Town of Colma (hereinafter designated as the "Town"), by action taken or a resolution passed \_\_\_\_\_, 20\_\_\_\_ has awarded to \_\_\_\_\_ hereinafter designated as the "Principal," a contract for the work described as follows: **FY 2022/23 SLURRY SEAL PROJECT** (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract for the Project dated \_\_\_\_\_ ("Contract"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the Town in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud

practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Town and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

\_\_\_\_\_  
Contractor/ Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

Title \_\_\_\_\_

Signatures of those signing for the Contractor and Surety must be notified and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

## Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally  
Date Name And Title Of Officer (e.g. "Jane Doe, Notary Public")  
appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal Above

\_\_\_\_\_  
Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual  
☐ Corporate Officer

\_\_\_\_\_  
Title(s)

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-In-Fact  
☐ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

Signer is representing:  
Name Of Person(s) Or Entity(ies)

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

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

\_\_\_\_\_  
Signer(s) Other Than Named Above

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**EXHIBIT “C”  
CERTIFICATION  
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700 *et seq.* of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

[\_\_\_INSERT CONTRACTOR’S NAME\_\_\_]

By: \_\_\_\_\_  
[\_\_\_INSERT NAME\_\_\_]

\_\_\_\_\_  
[\_\_\_INSERT TITLE\_\_\_]



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## **SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR**

### **PART 1 – GENERAL**

Attention is directed to the provisions in Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and these special provisions related to the Contractor's compliance with laws and responsibilities for public safety and convenience, indemnification, insurance, and liability.

#### **1.01 INDEMNIFICATION**

The Contractor has the entire responsibility for any and all injury to the public and to individuals; for all loss or damage arising from any obstructions or difficulties, either natural or artificial, which may be encountered in the project; for damage to property resulting from the performance of the work under this contract; for damage from any action of the elements prior to the final acceptance of the work; for damage from any act or omission not authorized by this Specification on the part of the Contractor or any agent or person employed by the Contractor. The Contractor expressly agrees to indemnify, defend, and hold the Town, its directors, officers, agents, volunteers, and employees, free and harmless from and against any and all loss, liability expense, claims, costs, suits, damages, including attorneys' fees, arising out of Contractor's operation or performance under this contract.

#### **1.02 INSURANCE REQUIREMENTS**

##### **A. GENERAL**

1. Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.
2. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

##### **B. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad

Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

C. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

E. OTHER INSURANCE PROVISIONS

The policies are to contain, or be indorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The Town, its officers, officials, agents, employees and volunteers are to be covered as insured against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract as respects: liability arising out of activities performed

by or on behalf of the Contractor, products and completed operation of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

- b. The Contractor's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute to a loss.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, agents, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverages afforded shall apply as though separate policies had been issued to each insured.
- e. The policy does not exclude explosion, collapse, underground excavation hazards or removal of lateral support

2. Worker's Compensation and Employers Liability Coverage.

The policy shall include language stating specifically "all rights of subrogation against the Town, its officers, officials, agents, employees and volunteers when acting within the scope of their appointment or employment."

3. All Coverages

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

F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

G. VERIFICATION OF COVERAGE

Contractor shall furnish the Town with certificates of insurance and with original

endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the Town. Whereby statute, the Town's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the Town before work commences. The Town reserves the right to require complete, certified copies of all required insurance policies, at any time. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

#### H. PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### I. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

END OF SECTION 7

# CERTIFICATE OF INSURANCE

FY 2022/23 Slurry Seal Project

This certifies to the Town of Colma (The Agency) that the following described policies have been issued to the Insured named below and are in force at this time.

Insured: \_\_\_\_\_

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

Description of operations/locations/products insured (show contract name and/or number, if any):

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRA- TION DATE
<p>Workers' Compensation</p> <p>_____ (Name of Insurer)</p> <p>Best's Rating _____</p>	<p>Employers Liability \$ _____</p>		
<p>Check policy type:</p> <p>Comprehensive General Liability _____ or Commercial General Liability _____</p> <p>_____ (Name of Insurer)</p> <p>Best's Rating _____</p> <p>Claims-Made _____ or Occurrence _____</p>	<p>Comprehensive General Liability</p> <p>Each Occurrences \$ _____ Aggregate \$ _____</p> <hr/> <p>Commercial General Liability</p> <p>Each Occurrence \$ _____ General Aggregate either per project/location \$ _____ or twice occurrence limit \$ _____</p>		
<p>Business Auto Policy</p> <p>Liability Coverage Symbol _____</p> <p>_____ (Name of Insurer)</p> <p>Best's Rating _____</p>	<p>Each Person \$ _____      Each Accident \$ _____</p> <p>Each Accident, Property Damage \$ _____ or Combined Single Limit \$ _____</p>		
<p>Umbrella Liability</p> <p>_____ (Name of Insurer)</p> <p>Best's Rating _____</p> <p>Claims-Made _____ or Occurrence _____</p>	<p>Occurrence/ Aggregate \$ _____</p> <p>Self-Insured Retention \$ _____</p>		

Note: If commercial general liability insurance is used or if aggregate limits are endorsed to the comprehensive general liability policy form, the general aggregate must apply per location/project, or the aggregate limit must be at least twice the occurrence limit.

Return completed certificate to: City Clerk Office, Town of Colma, 1198 El Camino Real, Colma, CA 94014

**ONLY THIS CERTIFICATE OF INSURANCE WILL BE ACCEPTED**

The following coverage or conditions are in effect:	Yes	No
The Agency, its officials, officers, employees and volunteers are named on all liability policies described above as insureds as respects: (a) activities performed for the Agency by or on behalf of the named insured, (b) products and completed operations of the Named Insured, and (c) premises owned, leased or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the Agency 30 days' written notice of cancellation or reduction of coverage or limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A, B, and C		
Broad Form Property Damage		
X, C, U Hazards included		
Contractual Liability Coverage applying to this Contract		
Liquor Liability		
Coverage afforded the Agency, its officials, officers, employees and volunteers as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the Agency.		
Waiver of subrogation from Workers' Compensation insurer.		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

_____	_____
Agency or Brokerage	Insurance Company
_____	_____
Address	Home Office
_____	_____
Name of Person to be Contacted	Authorized Signature      Date
_____	
Telephone Number	

Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

## GENERAL LIABILITY ENDORSEMENT

FY 2022/23 Slurry Seal Project

### TOWN OF COLMA, CALIFORNIA

("The Agency")

City Clerk Office, Town of Colma, 1198 El Camino Real, Colma, CA 94014

#### A. POLICY INFORMATION

Endorsement# \_\_\_\_\_

1. Insurance Company \_\_\_\_\_; Policy Number \_\_\_\_\_
2. Policy Term (From) \_\_\_\_\_ (To) \_\_\_\_\_; Endorsement Effective Date \_\_\_\_\_
3. Named Insured \_\_\_\_\_
4. Address of Named Insured \_\_\_\_\_
5. Limit of Liability Any One Occurrence/Aggregate \$ \_\_\_\_\_ / \_\_\_\_\_

General Liability Aggregate (check one):

Applies "per location/project" \_\_\_\_\_

Is twice the occurrence limit \_\_\_\_\_

6. Deductible or Self-Insured Retention (Nil unless otherwise specified):  
\$ \_\_\_\_\_

7. Coverage is equivalent to:

Comprehensive General Liability form GL0002 (Ed 1/73) \_\_\_\_\_

Commercial General Liability "occurrence" form CG0001 \_\_\_\_\_

Commercial General Liability "claims-made" form CG0002 \_\_\_\_\_

8. Bodily Injury and Property Damage Coverage is:

\_\_\_\_\_ "claims-made"

\_\_\_\_\_ "occurrence"

If claims-made, the retroactive date is \_\_\_\_\_

Note: The Agency's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval. If commercial general liability form or equivalent is used, the general aggregate must apply separately to this location/project or the general aggregate must be twice the occurrence limit.

#### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED:** The Agency, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the Agency; or (b) products sold by the Named Insured to the Agency; or (c) premises



leased by the Named Insured from the Agency, the insurance afforded by this policy shall be primary insurance as respects the Agency, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Agency, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:
  - (1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or
  - (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 or "claims-made" form CG 0002; or
  - (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).
4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made, or a suit is brought, except with respects to the Company's limit of liability.
5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its elected or appointed officers, officials, employees or volunteers.
6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.

C. **INCIDENT AND CLAIM REPORTING PROCEDURE**

Incidents and claims are to be reported to the insurer at:

ATTN: \_\_\_\_\_  
(Title) (Department)  
  
\_\_\_\_\_  
(Company)  
  
\_\_\_\_\_  
(Street Address)  
  
\_\_\_\_\_  
(Town) (State) (Zip Code)  
  
( ) \_\_\_\_\_  
(Telephone Number)

D. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature  
required on endorsement furnished to the Agency)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE: (\_\_\_\_) \_\_\_\_\_

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**WORKERS' COMPENSATION/EMPLOYER'S LIABILITY ENDORSEMENT**  
**FY 2022/23 SLURRY SEAL PROJECT**

City Clerk Office, Town of Colma, 1198 El Camino Real, Colma, CA 94014

A. **POLICY INFORMATION**

Endorsement # \_\_\_\_\_

1. Insurance Company \_\_\_\_\_ ("the Company")  
Policy Number \_\_\_\_\_
2. Effective Date of This Endorsement \_\_\_\_\_
3. Named Insured \_\_\_\_\_
4. Employer's Liability Limit (Coverage B) \_\_\_\_\_

B. **POLICY AMENDMENTS**

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **Cancellation Notice.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.
2. **Waiver of Subrogation.** The Insurance Company agrees to waive all rights of subrogation against the Agency, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency.

C. **SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER**

I, \_\_\_\_\_ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature  
required on endorsement furnished to the Agency)

ORGANIZATION: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE: (\_\_\_\_) \_\_\_\_\_

### **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The Contractor shall save, keep and hold harmless the Town of Colma (Agency), its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the Contractor, any of the Contractor's employees, or any subcontractor. The Agency will not be held liable for any accident, loss or damage to the work prior to its completion and acceptance.

## **SECTION 15 – SUBMITTALS**

### **PART 1 – GENERAL**

Attention is directed to the provisions in Section 5-1.23 of the Standard Specifications and these special provisions related to the Contractor's responsibility for submittals.

#### **1.01 DESCRIPTION**

##### **A. Work Included:**

1. General: Submit samples, drawings, Certificates of Compliance and data for the Engineer's approval which will demonstrate fully that the construction, the materials and equipment to be furnished will comply with the provisions and intent of these specifications.
2. Specific items to be covered by the submittal shall include, as a minimum, the following:
  - a. Brochures, manuals, and test data on equipment proposed to be furnished.
  - b. Manufacturers Certificates of Compliance.
  - c. Samples.
  - d. Substitutions.

##### **B. Number of Copies Required:**

Unless specified otherwise, the Contractor shall submit the original and an electronic copy of each submittal to be retained by the Engineer, plus the number of copies to be returned to the Contractor.

#### **1.02 MANUFACTURERS' INSTALLATION INSTRUCTIONS**

Where the specifications indicate that the Contractor must follow manufacturers' instructions for installation of materials or equipment, those instructions shall be submitted to the Town prior to the start of work whether or not instructions are listed specifically as a submittal. When referenced, the manufacturers printed installation instructions shall have the same effect as if printed in the contract documents.

## **PART 2 - PRODUCTS**

### **2.01 SHOP DRAWINGS**

#### **A. Scale Required:**

Unless otherwise specifically directed by the Engineer, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.

#### **B. Type of Prints Required:**

Unless otherwise specifically directed by the Engineer, make all shop drawing prints in blue or black line on white background. Reproductions of Town drawings are not acceptable.

### **2.02 SAMPLES**

#### **A. Number of Samples Required:**

Submit all samples, unless specified otherwise, in the quantity you wish returned, plus two, which will be retained by the Engineer. Label each sample, naming the project, the source of the material, and the proposed location of use on the project.

### **2.03 OPERATING AND MAINTENANCE INSTRUCTIONS**

The Contractor shall furnish and deliver to the Town three (3) copies of operating and maintenance instructions and parts lists for all mechanical and electrical equipment furnished on the project. These instructions shall be suitably bound in labeled and indexed ring binders. No progress payment in excess of eighty percent (80%) of the Contract amount shall be made until all such instructions have been received from the Contractor.

### **2.04 SUBSTITUTIONS**

#### **Engineer's Approval Required:**

1. The contract is based on the materials, equipment, and methods described in the contract documents. Any proposed substitutions by the Contractor are subject to the Engineer's approval.
2. The Engineer will consider bids for substitution of materials, equipment, and methods only when such bids are accompanied by full and complete technical data, and all other information required by the Engineer to evaluate the proposed substitution.

3. Requests for substitutions shall be accompanied by a cover letter stating the reason for the substitution and any cost difference between the specified and proposed material.
4. Any deviations from the Bid Documents shall be clearly identified on the submittal.

## 2.05 CERTIFICATES OF COMPLIANCE

Per Section 11.07, "Certificates of Compliance," of the Town Standard Specifications.

## PART 3 - EXECUTION

### 3.01 IDENTIFICATION OF SUBMITTALS

- A. Completely identify each submittal and resubmittal by using the sample form attached at the end of this Section.
- B. All submittals shall be certified by the Contractor for completeness and for compliance with the contract documents.

### 3.02 COORDINATION OF SUBMITTALS

#### A. General:

1. Prior to submittal for Engineer's review, use all means necessary to fully coordinate all materials, including the following procedures:
  - a. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
  - b. Coordinate as required with all trades and with all public agencies involved.
  - c. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.

#### B. Grouping of Submittals:

Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for complete systems. The Engineer may reject partial submittals as not complying with the provisions of the contract documents.



### 3.03 TIMING OF SUBMITTALS

#### A. General:

1. Make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
2. In scheduling, allow at least seven (7) calendar days for the Engineer's review, plus the transit time to and from the Town office.
3. Conform to the requirements of individual sections.

### 3.04 REVIEWS BY THE TOWN

- A. One electronic copy of each submittal will be returned to the Contractor marked "Reviewed, no exceptions noted," "Reviewed, exceptions noted," Or "Rejected."
- B. Submittals marked "Reviewed, exceptions noted" need not be resubmitted, but the notes shall be followed.
- C. If a submittal is rejected, it will be marked to indicate what is unsatisfactory.
- D. Resubmit revised drawings or data as indicated, in number of copies specified above.
- E. Review of each submittal by the Engineer will be general only and shall not be construed as:
  1. Permitting any departure from the contract requirements.
  2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
  3. Approving departures from additional details or instructions previously furnished by the Engineer.
  4. Relieving the Contractor from verifying all field conditions and dimensions.

### 3.05 COSTS FOR REJECTED SUBMITTALS

Any submittals which are "returned for correction" due to incompleteness or noncompliance more than once will cause additional review time and expense for the Town. The Contractor shall reimburse the Town for all costs associated with the third and subsequent review of any submittals. The Town reserves the right to deduct resubmitted review costs from amounts due the Contractor.

### 3.06 LIST OF SUBMITTALS

- A. Public Notice
- B. Traffic Control Plan
- C. Project Schedule
- D. Slurry Seal
- E. Pavement Markings and Stripes

END OF SECTION 15

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**SAMPLE FORM**

- SUBMITTAL -

(Contractor's Letterhead)

\_\_\_\_\_ (Date)

Town of Colma  
Public Works Department  
1198 El Camino Real  
Colma, CA 94014

Attention: Project Engineer

Project:  
Submittal No. (\_\_\_\_\_)

(Allow space for Town stamp)

The following item is submitted for review:

Item: \_\_\_\_\_ Specification Section Ref:  
Drawing Sheet, No(s) Ref:

I hereby certify that all material submitted has been checked for completeness, for correctness, and for compliance with the drawings and specifications, that field dimensions and conditions have been verified, and that exceptions, if any, are clearly noted.

(Authorized Signature)

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## **TECHNICAL PROVISIONS**

### **SECTION 100 - MOBILIZATION**

#### **PART 1 – GENERAL**

Attention is directed to the provisions in Section 9-1.16, "Mobilization," of the Standard Specifications and these technical provisions related to mobilization.

##### **1.01 WORK INCLUDED**

- A. Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various Contract items.
- B. Contractor is advised that there may be insufficient area within the construction zone to provide parking, staging for material and storage of equipment.

#### **PART 2 – [RESERVED]**

#### **PART 3 – [RESERVED]**

#### **PART 4 - MEASUREMENT AND PAYMENT**

##### **Bid Item 1**

Compensation for Mobilization, as specified herein and in the Standard Specifications, and as directed by the Engineer shall be paid by lump sum. The Contract lump sum price for Mobilization should not exceed five percent (5%) of the total base bid contract price. Any amount bid on the bid schedule in excess of five percent (5%) shall be withheld from payment until the completion of project, to be paid as part of the final payment.

END OF SECTION 100

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## **SECTION 101 - TRAFFIC CONTROL**

### **PART 1 – GENERAL**

Attention is directed to the provisions in Section 7 and 12 of the Standard Specifications and these technical provisions related to Public Safety, Public Convenience, and Temporary Traffic Control.

#### **1.01 WORK INCLUDED**

- A. At all times, provide safe and adequate passage for vehicular and pedestrian traffic through, around and adjacent to all construction operations by use of detours, bridging, backfilling, paving, traffic barriers or other favorably reviewed means.
- B. Establish and maintain detours and conduct construction operations in such a manner as to minimize hazard, inconvenience, and disruption to the public.
- C. Equally direct traffic control to the regulation and protection of pedestrian traffic including pedestrians, bicyclists, joggers, skaters, skateboarders, etc.
- D. Provide protection of pedestrians and separation of pedestrians from construction operations at all times.
- E. Direct, divert and detour traffic through, around and adjacent to construction operations in accordance with the traffic control plans as specified herein or in accordance with Traffic Control Plans approved by the Engineer. The Contractor may revise the Traffic Control Plan as necessary only with the Engineer's approval.
- F. Attention is directed to Sections 7-1.08, "Public Convenience", 7-1.09, "Public Safety", and 12-2.02, "Flagging Costs", of the Standard Specifications and these technical provisions. The first paragraph of Section 12-2.02, "Flagging Costs", shall not apply. In connection with said sections, it is understood that all lights, signs barricades, flagmen or other necessary devices shall be furnished and maintained by the Contractor at his own expense.
- G. Public notification
  - 1. Contractor shall post notice along the streets where work will be done and notifying residents by hand-delivered mail. All shall be done 3 working days prior to commencement of work.
  - 2. Contractor shall notify Colma Public Works, Police, and Fire Department, and Utility Companies that have underground facilities within the limits of work at least 2 working days prior to commencement of work.

#### **1.02 REFERENCES, CODES, AND STANDARDS**



- A. Standard Plans and Specifications, California Department of Transportation, 2018 edition, unless noted otherwise.
- B. California Manual on Uniform Traffic Controls (CA MUTCD), California Department of Transportation, latest edition, unless noted otherwise.

#### 1.03 SUBMITTALS

- A. Traffic Control and Construction Staging Plans:
  - 1. Submit at least 15 working days prior to start of work a traffic control plan and a construction staging plan for review by the Engineer which conforms to all requirements of these Specifications. Include circulation, traffic control signs, pedestrian and bicycle access, striping, safety devices, lane closures, detours, parking prohibitions, etc.
  - 2. No work affected by lane closures, detours and/or parking prohibitions shall begin until written permission is received from the Engineer.
  - 3. Traffic control plans shall conform to the State Standard Specification and CA MUTCD for "Temporary Traffic Control".

#### 1.04 JOB CONDITIONS

- A. The following general job conditions apply to the project:
  - 1. Provide access to all residences and businesses whenever possible throughout the project. Notify property owners 72 hours in advance, and again 24 hrs. in advance, of work that will interrupt use of driveways or other frontage improvements.
  - 2. Street closures will not be permitted without written approval of the Engineer.
  - 3. Orange traffic cones and barricades as appropriate shall be used to mark traffic lanes whenever vehicles are restricted from using the normal traffic lanes on a street.
  - 4. Street parking may be restricted as necessary to facilitate construction activity. Notify property owners of parking restrictions 72 hours in advance.
  - 5. Whenever the Contractor's operations create a condition hazardous to traffic, or to the public, the Contractor shall take the necessary precautions and provide adequate means to protect those who must pass through or over the work. If the Contractor shall appear to be neglectful or negligent in providing such warning or protective measures, the Engineer may direct attention to the existence of a hazard, and require that necessary barricades, warning signs, lights or flagmen be installed by the Contractor. Any action by the Engineer as provided herein shall not relieve the Contractor from responsibility for public safety.

## **PART 2 - PRODUCTS**

### **2.01 TRAFFIC CONTROL DEVICES**

- A. Traffic signs, flashing lights, lighted arrow boards, barricades and other traffic safety devices used to control traffic shall conform to the requirements of Section 12, "Construction Area Traffic Control Devices," and Section 7, "Legal Relations and Responsibility," of the Standard Specifications.
- B. Flashers shall be provided on each barricade, Section 360, California Vehicle Code, defines highway to include streets.
- C. The Contractor shall install temporary pavement markings (floppies) in areas where existing pavement markings are damaged or removed during construction.

## **PART 3 - EXECUTION**

### **3.01 GENERAL**

- A. Traffic shall be permitted to pass through designated traffic lanes with as little inconvenience and delay as possible.
- B. When traffic cones or delineators are used to define a temporary edge of traffic lane, the edges of the cones or delineators adjacent to traffic shall be considered to be the edge of the traffic lane and a minimum lane width of eleven (11) feet shall be maintained unless otherwise approved by the Engineer.
- C. Convenient access to driveways and buildings in the vicinity of work shall be maintained as much as possible. Temporary approaches to, and crossing of, intersecting traffic lanes shall be provided and kept in good condition.
- D. 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.
- E. If any component in the traffic control system is damaged, displaced or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair or replace said component to its original condition and reinstall the component in its original location.
- F. During construction the Contractor shall furnish and place sufficient barricades and detour signs at all cross streets to protect new pavement surfaces and markings and to safely direct traffic around the work area.

- G. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall take the necessary precautions and provide additional traffic control measures to protect those who must pass through the work. If the Contractor shall appear to be neglectful or negligent in providing warning or protective measures, the Engineer may direct attention to the existence of a hazard, and require that additional barricades, flashers, warning and detour signs or lights be installed by the Contractor, or additional flaggers provided at no additional cost to the Town. Any action or lack of action by the Engineer as provided herein shall not relieve the Contractor from responsibility for public safety.
- H. Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders of roadways open to the public.
- I. The Contractor shall submit to the Engineer for approval a detailed plan for maintaining bicycle and pedestrian access through and past all work locations at all times. The designated pedestrian and/or bicycle paths shall be continuous and street crossings, where required and approved, shall be clearly marked and delineated.

### 3.02 LANE CLOSURES AND DETOURS

- A. During the hours of 7:00 a.m. and 5:00 p.m., no more than one-half ( $\frac{1}{2}$ ) of the roadway shall be closed to traffic at any time, and one traffic lane shall be maintained in **each direction** unless prior written approval is obtained from the Town.
- B. Outside the hours of 7:00 a.m. and 5:00 p.m. and when no work is being performed, all lanes of traffic shall be opened for use.
- C. When ordered by the Engineer, the Contractor shall furnish flagmen for the purpose of expediting the safe passage of public traffic through the work under one-way controls. At locations where traffic is being routed through construction under one-way controls and when ordered by the Engineer, the movement of the Contractor's equipment from one portion of the work to another shall be governed in accordance with such one-way controls.
- D. During paving operations, the Contractor shall furnish and place sufficient barricades at all cross streets to protect new surfaces from traffic until sufficiently cooled as well as placing "Detour" signs as necessary to clearly delineate detour routes for all impassable intersections. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners and the motoring public. Convenient access to any driveways, houses and buildings along the line of work shall be maintained at all times.
- E. Upon completion of work on a lane, and during any time the Contractor's operations are shut down by breakdown, or other causes, and during any period when work is not permitted in traffic lanes, the Contractor's equipment shall be immediately and entirely withdrawn from the traveled way, and public traffic shall be allowed the use of a minimum of two traffic lanes.
- F. Open excavations and trenches shall be adequately covered when no work is being performed.

- G. Changes to these requirements shall only be allowed when approved in writing by the Engineer.

### 3.03 TRUCK ROUTES

- A. All vehicles exceeding 12,000 pounds gross weight hauling materials to the job site shall follow established truck route streets to the closest point of the job site unless directed otherwise by the Engineer.

### 3.04 NO PARKING SIGNS

- A. “No Parking” signs shall be posted a minimum of 72 hours in advance of the parking restriction.
- B. The date and time of parking restrictions shall be clearly posted on “No Parking” signs. “No Parking” signs shall be provided by the Contractor. Contractor shall monitor and keep current all sign placements and sign removals to coincide with actual construction operations. Should the construction work not occur on the specified day, new “No Parking – Tow Away” signs shall be posted by the Contractor indicating a revised date.

## **PART 4 - MEASUREMENT AND PAYMENT**

### Bid Item 2

Compensation for Traffic Control, as specified herein and in the Standard Specifications, and as directed by the Engineer shall include all necessary public notification, submittals, implementation, and maintenance of the approved traffic control plans, for all work in construction zones throughout the duration of the project.

Payment for complying with the provisions of this Section shall be by lump sum and paid on a percentage of completion of other items of work.

END OF SECTION 101

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## SECTION 103 – CRACK SEALS

### PART 1 - GENERAL

Attention is directed to the provisions in Section 37, “Bituminous Seals,” of the Standard Specifications and these technical provisions for treating cracks in asphalt concrete pavement.

#### 1.01 WORK INCLUDED

Work covered by this section includes the cleaning and sealing of cracks within all areas of the project scope. Cracks one eighth-inch to 1-inch in width shall be sealed with asphalt rubber crack seal material. Cracks or “pop-outs” of existing asphalt that are greater than 1-inch in width shall be sealed with Type A, 3/8-inch maximum asphalt concrete cement.

#### 1.02 REFERENCES

- A. Standard Plans and Specifications, California Department of Transportation, 2018 edition, unless noted otherwise.
- B. American Association of State Highway and Transportation Officials, Standard Specifications, latest edition.

#### 1.03 SUBMITTALS

Contractor shall submit certificates from suppliers stating compliance of materials with the requirements of this section.

### PART 2 - PRODUCTS

#### 2.01 HOT APPLIED SEALANT (For cracks less than 1”)

- A. Crack seal material shall consist of a single component, hot-applied, elastically modified asphalt composition specifically produced for effective pavement maintenance joint sealing. The asphalt to be used shall have a maximum penetration of 150 when tested in accordance with procedure outlined by the American Association of State Highway Officials.

- B. The granulated crumb rubber (100 percent vulcanized) shall meet the following requirements:

<u>Passing Sieve</u>	<u>Percent</u>
No. 8	100
No. 10	98-100
No. 40	0-100

The sieves shall comply with the requirements of AASHTO 92.

- C. The specific gravity of the granulated crumb rubber shall be  $1.15 \pm 0.02$  and shall be free of fabric, wire or other contaminating materials, except that up to four percent of calcium carbonate may be included to prevent particles from sticking together.
- D. The proportions of the two materials by weight shall be 75 percent  $\pm 2$  percent asphalt and 25 percent  $\pm 2$  percent rubber.
- E. The materials shall be packed in approximately 60-pound boxes with a polyethylene liner. The boxes shall be placed on pallets and covered with a weather resistant covering.

2.02 ASPHALT CONCRETE MIX (For cracks larger than 1" and not in dig-out area)

- A. The asphalt to be used shall have a maximum penetration of 150 when tested in accordance with procedure outlined by the American Association of State Highway Officials.
- B. Mineral aggregate material for asphalt concrete for sealing cracks larger than 1-inch shall be Type A, 3/8-inch maximum, medium graded aggregate, conforming to, "Hot Mix Asphalt Section", of the 2018 State Standard Specifications.

### PART 3 - EXECUTION

3.01 GENERAL

- A. Prior to crack seal operations, Contractor shall remove all debris and organic materials within the limits to be crack sealed with a high-pressure air nozzle and/or a mechanical cleaning process to a depth of 1/2" minimum.
- B. Cracks to be filled shall be completely clean and dry at the time of filling, and in no case shall crack sealing be performed within 24 hours of any precipitation. Sealant shall be applied when the pavement surface temperature exceeds 50°F. Application at lower temperatures may result in reduced adhesion due to possible presence of excess moisture.
- C. Contractor shall not overfill cracks, as excess filler will cause bumps in the overlay and may migrate through the paving surface course during compaction.
- D. Traffic shall not be allowed on the material until it has cured or until it has been sanded to prevent tracking.
- E. All crack sealing shall be completed at least one-working day prior to overlay.

### 3.02 CRACKS LESS THAN OR EQUAL TO 1"

- A. The asphalt-rubber shall be heated to a minimum temperature of 300°F but not greater than 350°F. The material shall be held in the mixing tank at application temperature until very little separation of the rubber and asphalt occurs when a bead of sealant material is placed on the pavement. Sealant material may be added to the mix as long as the minimum temperature of 300°F is maintained.
- B. Asphalt-vulcanized rubber crack sealant material shall be applied to all cracks 1/4-inch or greater so as to be flush with the adjacent pavement surface. Cracks shall be sealed from the bottom up. Excess sealant shall be leveled to less than a 1/8-inch thickness with a squeegee or sealing shoe to produce a band which is 2 to 4 inches wide, centered over the crack.

### 3.03 CRACKS LARGER THAN 1"

- A. Cracks shall be filled with Type A, 3/8-inch maximum, medium graded aggregate asphalt concrete mix.

## **PART 4 - MEASUREMENT AND PAYMENT**

### Bid Item 4

The bid item for Crack Seal shall be paid by lump sum.

It shall include full compensation for furnishing all labor, materials, equipment, and incidentals for doing all the work associated with this Section, including but not limited to cleaning, protecting all street hardware and appurtenances, and protecting the Crack Sealing until it has set, including the furnishing, placement, and removal of signs, barricades and providing other methods of protection as may be required, as specified in the City Standard Specifications, the Special Provisions, as shown on the project Plans, and as directed by the Engineer.

END OF SECTION 103



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## **SECTION 105 - SLURRY SEAL**

### **PART 1 - GENERAL**

Attention is directed to the provisions in Section 37-3, "Slurry Seal and Micro-Surfacing," of the Standard Specifications and these technical provisions for slurry seal.

#### **1.01 WORK INCLUDED**

Work covered by this section includes furnishing and placing Slurry Seal over pavement surface at the Colma Police Station, Community Center, and Historical Museum as shown on the project plans. It shall include providing aggregate and asphalt binder and spreading and compacting the mixture to the lines, grades, and dimensions as stated in the Contract Documents and directed by the Engineer.

#### **1.01 REFERENCES**

- A. Standard Plans and Specifications, California Department of Transportation, 2018 edition, unless noted otherwise.
- B. California Manual on Uniform Traffic Controls (CA MUTCD), California Department of Transportation, latest edition, unless noted otherwise.

#### **1.02 SUBMITTALS**

- A. Certificate of Compliance for Asphalt Binders, Emulsion, and Screenings and other materials used under this Section in conformance with the requirements of the Contract Documents.
- B. Certificate of Compliance for Slurry Seal Asphalt Emulsion and Aggregate and other materials used under this Section in conformance with the requirements of the Contract Documents.
- C. Certified weight tickets furnished at the time of delivery to the inspector in the field.
- D. Submittals shall conform to the provisions of Section 37-3.01A(3) "Submittals," of the Standard Specifications.

### **PART 2 - PRODUCTS**

#### **2.01 AGGREGATE**

Aggregate for slurry seals shall be Type III as specified in Aggregate Section of the State Standard Specifications.

**Aggregates shall be black in color. The use of gray or light-colored aggregate will not be allowed.**

## 2.02 ASPHALT BINDERS

- D. Asphalt Binder shall conform to the provisions of Section 92, "Asphalt Binders", of the Standard Specifications and shall be paving asphalt Performance Grade PG 64-10 in conformance to Section 92-1.02(B) of the State Standard Specifications, unless otherwise directed by the Engineer.
- E. Asphalt Binder shall be Polymer Modified Asphalt Emulsion Seal coat conforming to Section 37-3.02B(3) of the Standard Specifications unless otherwise directed by the Engineer. The spread rate shall be between 0.55-0.65 gal/SY.

## PART 3 - EXECUTION

### 3.01 SURFACE PREPARATION

- A. Pavement markers, stripes, and markings shall be removed by grinding or other means acceptable to the Engineer prior to beginning work.
- B. Weed removal and eradication shall be completed prior to the start of Slurry Seal Operations.
- C. Contractor shall provide access to the Town facilities at all times during working hours. Contractor must stage accordingly and may not initiate larger areas than can be constructed and reopened in a given day.

### 3.02 APPLICATION

- A. Slurry seal shall be placed in accordance with "Placement", of the State Standard Specifications.
- B. Existing pavement surfaces shall be clean and dry prior to application of the slurry seal. The mixture shall fill all minor cracks, depressions or low areas and leave a uniform surface free from ruts, humps, depressions, or irregularities. Any ridges, indentations, or other objectionable marks left in the surface shall be eliminated by rolling or other means.
- C. Place slurry seal only if both the pavement and the air temperature are at least 60 degrees F and rising. The expected high temperature must be at least 65 degrees F within 24 hours after placement. Do not place the slurry seal if rain is imminent or the air temperature is expected to be below 36 degrees F within 24 hours after placement.

- D. The mixture shall be of the desired consistency upon leaving the mixer. A sufficient amount of mixture shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No lumping, balling, or unmixed aggregate shall be permitted. No streaks such as caused by oversize aggregate shall be left in the finished pavement.
- E. Longitudinal and transverse joints shall comply with Section 37-3.01C(5)(c) of the Standard Specifications. All excess materials shall be removed from surfaces upon completion of each run.
- F. Squeegees shall be used to spread the mixture in areas not accessible to the mixer/spreader. Care shall be taken to leave no unsightly appearance from handwork.
- G. Slurry seal shall be spread uniformly at rate of fifteen to twenty (15-20) pounds of dry aggregate per square yard, in accordance with the recommendations of the laboratory preparing the mix design. The exact spread rate may be adjusted by the Engineer depending on field conditions. The completed spread shall be within ten (10) percent of the specified rate. The spreader box shall be pulled at a rate NOT GREATER THAN 270 FEET PER MINUTE. The mixture must be uniform and homogeneous after spreading, and there must not be separation of the emulsion and aggregate after setting. The finished surface must be smooth.
- H. Spread slurry seal in full lane widths. Do not overlap slurry seal between adjacent lanes more than 3 inches.
- I. At limits of work, start or finish, a straight-line cut-off shall be obtained by laying down a strip of building paper or other approved material. Such paper and any excess mixture shall be removed and disposed of by the Contractor after application of the slurry seal.
- J. Existing utility covers shall be protected and covered by building paper or other approved material. Such paper and any excess mixture shall be removed and disposed of by the Contractor after application of the slurry seal.
- K. Edge limits of the work on both sides of the street shall be maintained in a neat, straight, and uniform line. Slurry seal application shall extend to the gutter lip. In the event that the work extends onto the gutter more than one (1) to two (2) inches or is not in a neat, straight, uniform line, it will be the Contractor's responsibility to remove all excess mixture from the gutters using an appropriate method. Any runs or drips that spill onto any concrete surface shall be removed the same day that the spill occurs. All work associated with the removal of mixture from the concrete surfaces shall be conducted at the Contractor's expense.
- L. Following application of the slurry seal, the Contractor shall protect the work from any traffic that may cause damage to the finished surface or result in tracking of the material until such time as the material has sufficiently cured. Within 1 hour after placement, the

slurry seal must be set enough to allow traffic. Slurry seal must not exhibit distress from traffic such as bleeding, raveling, separation, or other distress.

- M. Once the slurry seal has cured and is open to traffic, any excessive raveling of the aggregate from the mixture shall be swept up and the surface maintained until such time as the raveling ceases. This requirement for sweeping shall apply to both roadway surfaces and adjacent sidewalks/pedestrian facilities.
- N. A sand blotter shall not be used.
- O. The completed surface shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, or irregularities. Any ridges, indentations or other objectionable marks left in the surface by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the surface shall be discontinued, and acceptable equipment shall be furnished by the Contractor.

### 3.03 ROLLING

- A. Slurry seal shall be rolled by a self-propelled, 10-ton pneumatic roller with a tire pressure of 50 PSI, equipped with a water spray system. All tires shall be smooth surfaced and inflated to the same pressure.
- B. The surfaced areas shall be subjected to a minimum of two (2) full coverage passes by the roller or until the material is compacted to a uniform surface.
- C. Rolling shall not commence until the slurry seal has cured enough so that it will not pick up on the tires of the roller, but no more than twenty-four (24) hours after placement.

### 3.04 MAINTENANCE SWEEPING

- A. The Contractor shall provide all necessary equipment, skill, and manpower to sweep all completed slurry sealed pavement surface to the satisfaction of the Engineer, and in accordance with these Technical Specifications. Sweeping shall not begin until a sufficient bond has developed between the emulsion and the aggregate. Sweeping shall not dislodge aggregate or patches of applied surface.
- B. The Contractor shall use a commercial sweeper to sweep each site after slurry seal.
- C. During the sweeping, the sweeper shall use only the rear broom. The front brooms shall not be used during this sweeping operation. Brooms shall be vertically adjustable so as to avoid excess pressure during sweeping.
- D. The initial sweeping shall be performed no sooner than three (3) calendar days after the

slurry seal has been applied to the street. The Contractor shall conduct additional sweeping at seven (7) calendar days after the slurry seal has been applied. A final sweeping shall be performed no sooner than twenty-eight (14) days and no later than forty-two (28) days following the slurry seal application. The Contractor shall submit a schedule of the dates for sweeping. The sweeping schedule shall be approved in advance by the Engineer.

### 3.05 TEMPORARY PAVEMENT DELINEATION

- A. Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, "General", of the Standard Specifications and these Technical Provisions. Nothing in these Technical Provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department of Transportation.
- B. All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt or loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.
- C. Temporary pavement markers and removable traffic type tape shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

### 3.06 MIXING AND SPREADING

- A. The slurry seal shall be mixed, spread, and placed in accordance with the provisions of Section 37 of the Standard Specifications with the following exceptions and additions:
  - 1. The slurry seal mixture shall not be applied prior to 8:00 A.M. and after 1:00 P.M., except if approved by the City Inspector. Approval of application after 1:00 P.M. will only be for the purpose of completing the section of work then underway.
  - 2. Beginning a new section of work after 1:00 P.M. will not be permitted.
  - 3. Slurry seal shall not be applied when the atmospheric temperature is less than 60 degrees Fahrenheit, or more than 95 degrees Fahrenheit, which prolongs the curing beyond a reasonable time.

## **PART 4 - MEASUREMENT AND PAYMENT**

### **Bid Item 3**

The bid item shall be measured on a per square yard basis based on the actual pavement area slurry sealed.

It shall include full compensation for furnishing all labor, materials, equipment, and incidentals for doing all the work associated with this Section, including, but not limited to surface preparation, removal of pavement markers, markings and striping, protecting all utilities and appurtenances, slurry seal application, protecting the slurry seal until it has set, sweeping, and complete-in-place, as shown on the plans, as specified in these specifications, and as directed by the Engineer, and no additional compensation will be allowed therefore.

**END OF SECTION 105**

## **SECTION 106 - PAVEMENT STRIPING AND MARKINGS**

### **PART 1 – GENERAL**

Attention is directed to the provisions in Section 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these technical provisions for markings.

#### **1.01 WORK INCLUDED**

- A. It shall consist of placing pavement striping, markings, and raised pavement markers, placing temporary markers and painting curbs at the locations shown on the project plans and in accordance with the Contract Documents to the dimensions and details shown in the Caltrans Standard Plans, latest edition. Nothing in this Section shall relieve the Contractor from his responsibilities as provided in Section 7-1.04, "Public Safety", of the State Standard Specifications.
- B. It shall also consist of grinding existing thermoplastic striping and legends as shown on The project plan and as directed by the Engineer.

#### **1.01 REFERENCES**

- A. Standard Plans and Specifications, California Department of Transportation, 2010 edition, unless noted otherwise.
- B. California Manual on Uniform Traffic Controls (CA MUTCD), California Department of Transportation, latest edition, unless noted otherwise.

#### **1.03. SUBMITTALS**

- A. For each lot or batch of thermoplastic, paint, and glass beads, submit:
  - 1. Certificate of compliance, including the product name, lot or batch number, and manufacture date
  - 2. METS notification letter stating that the material is authorized for use, except for thermoplastic
  - 3. SDS
  - 4. Material data sheet for thermoplastic primer
- B. For each lot or batch of thermoplastic, submit a manufacturer's certificate of compliance with test results for the tests specified in section 84-2.01D. The date of test must be within 1 year of use.
- C. For glass beads used in drop-on applications and in thermoplastic formulations, submit a certificate of compliance and test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content must be performed by an independent testing laboratory.



## **PART 2 - PRODUCTS**

### **2.01 TEMPORARY PAVEMENT MARKERS (FLOPPIES)**

Short term, temporary pavement markers shall be day/night retro reflective raised pavement markers conforming to the requirements of Section 84 of the State Standard Specifications and the CA MUTCD.

### **2.02 THERMOPLASTIC STRIPES AND MARKING**

- A. The thermoplastic material shall conform to State Specification PTH-02SPRAY, PTH-02HYDRO or PTH-02ALKYD with a minimum skid friction value of BPN = 35.
- B. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-22L-22 (Type II), or AASHTO Designation: M 247 (Type 1).
- C. Stencils for pavement markings shall be US customary units (English), in accordance with the State Standard Plans.

### **2.04 ADHESIVES**

Adhesive for pavement markers shall be either rapid set epoxy or hot melt bituminous adhesive conforming to the requirements of Section 85 of the State Standard Specifications.

### **2.05 RAISED PAVEMENT MARKERS**

Pavement markers shall be of the type called for in the Contract Documents and shall conform to the requirements of Section 84-2 "Traffic Stripes and Pavement Markings" of the State Standard Specifications and the CA MUTCD. All pavement markers shall be plastic. Ceramic markers will not be allowed.

### **2.06 REFLECTORIZED MARKERS**

Retro reflective markers shall be of the size and type designated on the plans and shall conform to the requirements of Section 8 of the State Standard Specifications. Mounting hardware shall conform to the requirements of Section 81-3.02C "Retroreflective Pavement Markers" of the State Standard Specifications.

### **2.07 CURB PAINTING**

Curb paint shall be of a latex base consisting of color in accordance with Town Standards.

## **PART 3 – EXECUTION**

Permanent striping and markings shall be completed within fourteen (14) calendar days of each road's paving or paving treatments. Completed traffic stripes and pavement markings shall have clean and well-defined edges without running or deformation shall be uniform, straight on a tangent alignment, and on a true arc on a curved alignment. The width of completed traffic stripes and pavement markings shall not deviate in dimensions as specified in Section 81-3.02C of the State Standard Specifications.

### **3.01 REMOVAL OF EXISTING MARKING AND MARKERS**

- A. Before obliterating any pavement delineation or markings that are to be replaced in the same direction, the Contractor shall document and reference the existing pavement delineation and markings with sufficient control points to reestablish their alignment.
- B. Existing pavement markings, markers, buttons, and striping shall be removed and disposed of as required by the Contract Documents and as directed by the Engineer. Removal shall be performed in such a manner so as to leave the existing pavement undamaged. Should the removal process leave a divot of more than 1/4 inch deep, each divot shall be repaired with an approved bituminous adhesive.
- C. Waste from removal of yellow painted traffic stripe may contain lead chromate. Residue produced when yellow paint is removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated. As such, when grinding or other methods approved by the Engineer are used to remove yellow painted traffic stripes, the removed residue, including dust, shall be collected and contained immediately. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow painted traffic stripe to the Engineer for approval not less than 15 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

### **3.02 TEMPORARY PAVEMENT MARKERS (FLOPPIES)**

- A. If permanent pavement markers cannot be installed immediately after resurfacing, short-term temporary retro reflective pavement markers shall be installed prior to opening the street to traffic. Temporary markers shall be monitored, maintained and replaced by the contractor as necessary until such time that permanent striping can be applied.
- B. Temporary pavement markers shall be placed not more than 12-feet apart on curves nor more than 24-feet apart on straight segments, in the quantity and appropriate colors to delineate centerlines (two yellow markers spaced 3-inches apart) and travel lanes (single white marker). Edge lines, median lines and bike lanes need not be marked.

### **3.03 LAYOUT AND CAT-TRACKING**

- A. No permanent striping or application of pavement markers shall occur until after the Contractor has field marked and established a satisfactory alignment and layout for the proposed striping (cat-tracking) and this alignment has been approved by the Engineer.
- B. Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope.
- C. The Town shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until approval is granted by the Public Works Director. The Contractor shall allow a minimum of three working days for review of the layout by the Town.

#### 3.04 THERMOPLASTIC STRIPES AND MARKING

- A. Thermoplastic stripes and markings shall be hot applied in conformance with the manufacturer's recommended instructions and the applicable requirements of Section 84-2.03C(2) of the Standard Specifications.
- B. Thermoplastic material shall be applied only to dry pavement surfaces and only when the pavement surface temperature is above fifty degrees (50°) Fahrenheit. The thermoplastic material shall be applied to the pavement at a temperature between 400 degrees (400°) Fahrenheit and 425 degrees (425°) Fahrenheit.
- C. A primer, of the type recommended by the manufacturer shall be applied to all pavement surfaces over 6-months old. The thermoplastic material may be applied by either spray or extrusion method in a single uniform layer.
- D. Thermoplastic material for both pavement markings and traffic stripes shall be applied at a thickness of 0.100 to 0.150 inch. Glass beads shall be applied immediately to the surface of the molten thermoplastic material at a rate not less than eight pounds per hundred square feet (8 lbs/100 sf).
- E. The contractor shall not place pavement markings and markers on any manhole, valve, anode, detector handhole, or monument rim and cover. For lane striping, placement of markings or markers shall discontinue on the rim and cover and shall continue along the same alignment, as shown in the drawings. Any cover marked during the construction of the project shall be restored to its original condition or replaced, in kind, at the contractor's expense.

#### 3.06 ADHESIVES

- A. The portion of the street surface, which will receive the pavement markers or delineators, shall be free of dirt, oil, moisture, or any other material that would adversely affect the bonding of the adhesive.

- B. Adhesive shall be placed in sufficient quantity to completely cover the bottom of the marker or delineator with no voids and with slight excess after the marker has been pressed into place. The marker or delineator shall be protected against impact until the adhesive has hardened.

### 3.05 RAISED PAVEMENT MARKERS

- A. Pavement markers shall be installed in conformance with the requirements of Section 84, “Markers” of the State Standard Specifications.
- B. The pavement markers shall be stored indoors and shall be protected from any source of moisture both during shipment and at the job site.
- C. Pavement markers shall not be applied to new asphalt concrete surfacing or seal coats until the Street surface has been opened to traffic for a period of not less than 7 days when hot melt bituminous adhesive is used, and not less than 14 days when epoxy adhesive is used.
- D. Markers shall be installed accurately to the dimensions established in the Contract Documents and in an alignment approved in the form of Cat-Tracking by the Engineer.

### 3.06 REFLECTORIZED MARKERS AND DELINEATORS

- A. ReflectORIZED markers and delineators shall be installed in conformance with the requirements of Section 81 “Miscellaneous Traffic Control Devices” of the Standard Specifications.
- B. ReflectORIZED markers and delineators shall be installed accurately at the locations called for in the Contract Documents or as required by the CA MUTCD.
- C. The Contractor shall furnish and install a blue reflective marker for every fire hydrant.

### 3.07 CURB PAINTING

The temperature during application shall not be less than 50 degrees Fahrenheit. Curb shall be dry at least two days prior to application. Unless otherwise directed by the Public Works Director, existing curb and median island painting shall be repainted within the project limits, and all curb painting eliminated as a result of new curb and gutter improvements shall be restored.

### 3.10 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall protect the newly installed pavement markers and thermoplastic stripes from damage until the material has cured or sufficiently hardened. Contractor shall replace any broken, misaligned or otherwise disturbed markings, prior to opening the roadway to traffic. Existing signs or other markings removed or damaged due to the installation of roadway striping shall be replaced in kind. Existing landscaping or planting removed damaged or disturbed shall be replaced in kind.

### 3.11 CLEAN-UP

Upon completion of the installation of striping, the Contractor shall thoroughly clean the work site of all waste, rubbish, construction debris, drips, over-spray, improper markings and/or layout paint markings and tracked thermoplastic material; all of which shall be removed immediately from the pavement surface by methods approved by the Engineer.

## **PART 4 - MEASUREMENT AND PAYMENT**

### Bid Item 4, 5, 10

These bid items shall be measured on a per linear foot basis based on the actual length of installed pavement thermoplastic stripes.

### Bid Item 6 – 9 and 11

These bid items shall be measured based on the actual quantities of each thermoplastic pavement marking installed.

Bid Item 4-11 shall include full compensation for furnishing all labor, materials, equipment, and incidentals for doing all the work associated with this Section, including, but not limited removal of the existing pavement stripes and markings, paint pavement stripes and markings, and complete-in-place, as shown on the plans, as specified in these specifications, and as directed by the Engineer, and no additional compensation will be allowed, therefore.

END OF SECTION 106

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## **APPENDIX A**


### **SITE PLANS**

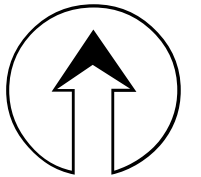


Town of Colma

# Slurry Seal Project Police Dept Parking Lot (3,270 SY)

## LEGEND

 Slurry Seal Limits



0 30 60  
Feet

Sheet 1 of 3

March 2022



CSG Consultants Inc.



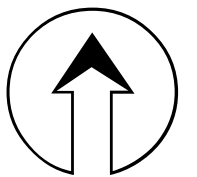


**Town of Colma**

**Slurry Seal  
Project  
Community Center  
and Museum  
(3,065 SY)**

**LEGEND**

 Slurry Seal Limits



0 40 80  
Feet

Sheet 2 of 3

March 2022



CSG Consultants Inc.



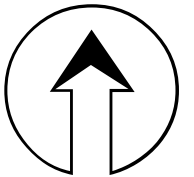


Town of Colma

# Slurry Seal Project Senior Housing (1,742 SY)

**LEGEND**

 Slurry Seal Limits



0 30 60  
Feet

Sheet 3 of 3



CSG Consultants Inc.

March 2022