

- vii. Labor surcharge and equipment rental rates, Department of Transportation, State of California
- viii. All Addenda (if any)

2. Terms of Services:

- 2.1 Scope of Services. Subject to the terms and conditions set forth in this Agreement, Contractor agrees to provide road repair for the Arterials and Questa Village Pavement Repair Project , as further described in Exhibit A, Scope of Service (the “Work”).
- 2.2 Term of Agreement. This Agreement shall commence on the **date of execution by the MHCS D General Manager**, and continue until June 30, 2022 said Work is completed on a date prior thereto or unless terminated earlier as provided herein. Contractor shall complete the Work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Contractor to complete the services required by this Agreement shall not affect MHCS D’s right to terminate the Agreement, as referenced in Section 8.
- 2.3 Standard of Performance. Contractor shall perform all Work in a first-class manner in conformance with the standards of quality normally observed by a person practicing in Contractor’s profession.
- 2.4 Inspection. All Work performed and materials (if any) provided by Contractor shall be subject to inspection and approval by MHCS D.
- 2.5 Contractor’s Warranties and Guarantee. Contractor warrants to MHCS D that all materials and equipment furnished under this Agreement will be new unless MHCS D agrees otherwise in writing, and that all Work will be of good quality, free from faults and defects and in conformance with this Agreement. All Work not so conforming to these standards may be deemed defective by MHCS D. If required by MHCS D, the Contractor shall furnish to MHCS D satisfactory evidence as to the kind and quality of materials, equipment, and methods of installation by the Contractor or subcontractors.

Contractor shall guarantee the Work to be free of defects in material and workmanship for a period of one (1) year following MHCS D’s acceptance of the Work (“Contractor’s Guarantee”). As part of Contractor’s Guarantee, Contractor agrees to make, at Contractor’s sole cost and expense, all repairs or replacements made necessary by defects in material or workmanship which become evident within the one-year guarantee period.

- 2.6 Assignment of Personnel. Contractor shall assign only competent personnel to perform services pursuant to this Agreement. In the event that MHCS D, in its sole discretion and at any time during the term of this Agreement, desires the reassignment of any such persons, Contractor shall, immediately upon receiving notice from MHCS D of such desire of MHCS D, reassign such person or persons.
- 2.7 Time is of the Essence. Contractor shall devote such time to the performance of the Work as may be reasonably necessary to timely finish the Work, meet the standard of performance provided in Section 2.3 above, and satisfy Contractor’s obligations hereunder.

2.8 Public Works Requirements. Because the Work described in Exhibit A include “work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work,” the services constitute a public works within the definition of Section 1720(a)(1) of the Labor Code. As a result, Contractor is required to comply with the provisions of the Labor Code applicable to public works projects, as further described in Exhibit D. Contractor shall waive, indemnify, hold harmless, and defend MHCS D concerning any liability arising out of Labor Code Section 1720 *et seq.*

3. Terms of Payment.

3.1 Compensation. MHCS D hereby agrees to pay Contractor a sum not to exceed six hundred seventy eight thousand six hundred sixty dollars, (\$678,660.00) notwithstanding any contrary indications that may be contained in Contractor’s proposal for services to be performed and reimbursable costs incurred under this Agreement. MHCS D shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from MHCS D to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to MHCS D in the manner specified herein. Except as specifically authorized by MHCS D in writing, Contractor shall not bill MHCS D for duplicate services performed by more than one person.

Contractor and MHCS D acknowledge and agree that compensation paid by MHCS D to Contractor under this Agreement is based upon Contractor’s estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. MHCS D therefore has no responsibility for such contributions beyond compensation required under this Agreement.

3.2 Invoices. Contractor shall submit invoices not more often than once a month during the term of this Agreement based on the cost for services performed and reimbursable costs incurred prior to the invoice date via e-mail to **mhcldbiling@sjgov.org**. Invoices delivered to any other e-mail address will be deemed undelivered and not paid.

Invoices shall contain the following information:

- a. Contract ID number;
- b. Federal Tax Payer Identification Number;
- c. The beginning and ending dates of the billing period;
- d. A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

- e. At MHCS D's option, for each Work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the Work, the hours spent by each person, a brief description of the Work, and each reimbursable expense;
 - f. The total number of hours of Work performed under the Agreement by Contractor and each employee, agent, and subcontractor of Contractor performing services hereunder; and
 - g. The Contractor's signature.
- 3.3 Monthly Payment. MHCS D shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. MHCS D shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 3.4 Final Payment. MHCS D shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the Work and submittal to MHCS D of a final invoice if all services required have been satisfactorily performed.
- 3.5 Total Payment. MHCS D shall pay for the Work performed by Contractor pursuant to this Agreement. MHCS D shall make no payment for any extra, further, or additional service pursuant to this Agreement. In no event shall Contractor submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 3.6 Hourly Rate/Fees. Unless the services provided are for a lump sum or flat fee, fees for Work performed by Contractor on an hourly basis shall not exceed the amounts shown on the compensation cost proposal attached hereto as Exhibit B and incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit B, the Agreement shall prevail.
- 3.7 Reimbursable Expenses. Reimbursable expenses are specified in Exhibit B. Reimbursable expenses not listed in Exhibit B are not chargeable to MHCS D. Reimbursable expenses shall not include a mark-up and shall be billed as a direct costs. In no event shall expenses be advanced by MHCS D to the Contractor. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 3.8 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 3.9 Payment upon Termination. In the event that MHCS D or Contractor terminates this Agreement pursuant to Section 8, MHCS D shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for Work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets to verify costs incurred to that date.

- 3.10 Authorization to Perform Services. The Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

4. Contractor's Status:

- 4.1 Independent Contractor. In the performance of the Work, duties, and other obligations imposed by this Agreement, the Contractor is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of MHCS D. Contractor shall perform the Work in accordance with currently approved methods and standards of practice in the Contractor's professional specialty. A copy of Contractor's current business license shall be provided to MHCS D. The Contractor shall not have any claim under this Agreement or otherwise against MHCS D for vacation, sick leave, retirement benefits, social security or worker's compensation benefits. The Contractor shall be responsible for federal and state payroll taxes such as social security and unemployment. San Joaquin County will issue a form 1099 at year-end on behalf of MHCS D for fees earned.
- 4.2 Contractor Not an Agent. Except as MHCS D may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of MHCS D in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind MHCS D to any obligation whatsoever.
- 4.3 Non-Exclusive Rights. This Agreement does not grant to Contractor any exclusive privileges or rights to provide services to MHCS D. Contractor may contract with other agencies, private companies, or individuals for similar services.

5. Legal Requirements.

- 5.1 Compliance. Contractor shall comply with all Federal, State and local laws, regulations and requirements necessary for performance of the Work. Contractor shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 5.2 Licenses and Permits. Contractor represents and warrants to MHCS D that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for the performance of the Work. Contractor represents and warrants to MHCS D that Contractor and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to perform the Work.
- 5.3 Conflict of Interest Statement. Contractor covenants that Contractor, its officers or employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by Contractor under this Agreement. Contractor shall not hire MHCS D's employees to perform any portion of the

Work, including secretarial, clerical, and similar incidental services, except upon the written approval of MHCS D. Performance of the Work by associates or employees of Contractor shall not relieve Contractor from any responsibility under this Agreement.

- 5.4 Nondiscrimination and Equal Opportunity. Contractor shall not discriminate, on the basis of a person’s race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, gender identity, or sexual orientation against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor pursuant to this Agreement. Contractor shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Contractor thereby.
- 5.5 Drug Free Workplace. Contractor shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.
- 5.6 Form Law. The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
- 5.7 Subcontracts. Contractor shall include the provisions of this Section 5 in any subcontract approved by the Contract Administrator or this Agreement.

6. Indemnification, Hold Harmless and Defense.

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend MHCS D, its directors, officers, employees, agents and authorized volunteers, and each of them, from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys’ fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to MHCS D’s property, arising out of Contractor’s alleged negligence, or wrongful acts related to or in connection with Contractor’s performance of duties under the terms and conditions of this Agreement.

To the fullest extent permitted by law, MHCS D shall indemnify, hold harmless and defend the Contractor, its directors, officers, employees, agents and each of them (collectively referred to as “Contractor Indemnified Parties”) from and against any and all claims, demands, causes of action, damages, penalties, judgments, awards, decrees, costs, expenses, attorneys’ fees, losses or liabilities, in law or in equity, of every kind or nature, including but not limited to personal injury, bodily injury, wrongful death, and property damage including any damage to the Contractor’s property, arising out of MHCS D’s alleged negligence, or wrongful acts related to or in connection with MHCS D’s performance of duties under the terms and conditions of this Agreement.

Notwithstanding the forgoing, to the extent this Agreement is a “construction contract” as defined by Civil Code Section 2782, as may be amended from time to time, such duties of

Contractor to indemnify shall not apply when to do so would be prohibited by Civil Code Section 2782.

7. Insurance.

Before beginning any Work under this Agreement, Contractor, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance described in Exhibit C, incorporated herein, against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to MHCS D of such insurance that meets the requirements of Exhibit C and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning Work to MHCS D. Contractor shall maintain the insurance policies required by Exhibit C throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's proposal. Contractor shall not allow any subcontractor to commence Work on any subcontract until Contractor has obtained all insurance required by Exhibit C for the subcontractor(s) and provided evidence that such insurance is in effect to MHCS D. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

8. Termination and Modification.

8.1 Termination. MHCS D may cancel this Agreement at any time and without cause upon written notification to Contractor. Contractor may cancel this Agreement upon sixty (60) days' written notice to MHCS D and shall include in such notice the reasons for cancellation.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; MHCS D, however, may condition payment of such compensation upon Contractor delivering to MHCS D any or all work product, including, but not limited to documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or MHCS D in connection with this Agreement.

8.2 Extension. MHCS D may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Section 2.2. Any such extension shall require a written amendment to this Agreement, as provided for herein. The MHCS D General Manager is hereby authorized to negotiate and execute such extension.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. MHCS D and Contractor recognize and agree that this Agreement contemplates performance of specialized services by Contractor and is based upon a determination of Contractor's unique competence, experience, and specialized knowledge. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract

Administrator. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

- 8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between MHCSD and Contractor shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, MHCSD's remedies shall include, but not be limited to, the following:
- a. Immediately terminate the Agreement;
 - b. Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - c. Retain a different contractor to complete the Work described in Exhibit A not finished by Contractor; or
 - d. Charge Contractor the difference between the cost to complete the Work described in Exhibit A that is unfinished at the time of breach and the amount that MHCSD would have paid Contractor pursuant to Section 3 if Contractor had completed the Work.

9. Miscellaneous.

- 9.1 Contract Administrator. The Contractor Administrator shall be designated, and may be changed, by the MHCSD General Manager in writing.
- 9.2 Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be effected by personal delivery or by first class mail, registered or certified, postage prepaid, return receipt requested. Unless otherwise designated by either party in writing, such notices shall be mailed as shown on the first page of this Agreement.
- 9.3 Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of District shall be personally liable to Contractor in the event of any default or breach by District or for any amount that may become due to Contractor pursuant to this Agreement.
- 9.4 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which such party may be entitled.
- 9.5 Documents. All drawings, specifications, documents and other memoranda or writings relating to the Work hereunder, shall remain or become the property of MHCSD upon termination of this Agreement, whether executed by or for the Contractor for MHCSD, or otherwise, by or for the Contractor, or by or for a subcontractor operating under the Contractor's supervision, or direction, and all such documents and copies thereof shall be

returned or transmitted to MHCSD forthwith upon termination or completion of the Work under this Agreement. Prior to termination Contractor shall deliver to MHCSD any such records upon request.

- 9.6 Force Majeure. It is agreed that neither party shall be responsible for delays in delivery or acceptance of delivery or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the seller/contractor or the purchaser.
- 9.7 Waiver. No waiver of any breach of any covenant or provision of this Agreement shall be deemed a waiver of any other covenant or provision hereof, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act, and no extension shall be valid unless in writing and executed by the waiving party.
- 9.8 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall be deemed to confer upon any person, other than the parties, any rights or remedies hereunder.
- 9.9 Headings. The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.
- 9.10 Entire Agreement and Modification. This Agreement supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.
- 9.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[Signatures on next page]

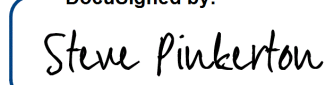
IN WITNESS WHEREOF, MHCSD and Contractor have executed this Agreement on the day and year first written above.

Silicon Valley Paving , Inc.

Mountain House Community Services District, a political subdivision of the State of California

DocuSigned by:

By: 2E23D2D532A74DB...
Todd Slyngstad
President-Owner

DocuSigned by:

By: 4DAD8C075F124D8...
Steven J. Pinkerton
General Manager

Date: 9/22/2021

Date: 10/7/2021

Approved as to Form:

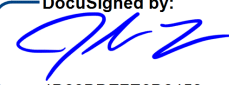
DocuSigned by:

By: 4D33BDE7E6D8453...
John Bakker
General Counsel

EXHIBIT A
SCOPE OF SERVICES

[Insert]

DEPARTMENT OF PUBLIC WORKS
MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT
STATE OF CALIFORNIA

PLANS
AND
SPECIFICATIONS

(INCLUDING SPECIAL PROVISIONS, NOTICE TO BIDDERS, BID AND CONTRACT)

FOR THE

MOUNTAIN HOUSE
ARTERIALS AND QUESTA VILLAGE
PAVEMENT REPAIR PROJECT

MHCSD PROJECT NO. PW2103
QUESTCDN PROJECT NO. 8018645

For use in connection with California
State Department of Transportation
2010 STANDARD SPECIFICATIONS
2010 STANDARD and REVISED PLANS
and LABOR SURCHARGE and EQUIPMENT RENTAL RATES

DATED 8/26/2021

SUBMITTED Hannid Vaziri
for NADER SHAREGHI
Director of Public Works

MOUNTAIN HOUSE
ARTERIALS AND QUESTA VILLAGE
PAVEMENT REPAIR PROJECT

These special provisions are prepared by or under the direction of the following engineer(s):



Hossein (Milo) Ebrahimi, EIT
Project Engineer
Mountain House Community Services District



Hamid Parsa, PE
Project Manager
Mountain House Community Services District



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**MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT
DEPARTMENT OF PUBLIC WORKS**

NOTICE TO BIDDERS

For this project, bids will ONLY be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click the online bidding button at the top of bid advertisement (on-line bid button will be available when the project is published and ready for bid submitting until 1:30 PM. on September 15, 2021). The result will be available immediately following the bid opening for the Mountain House Arterials and Questa Village Pavement Repair Project, all in accordance with the Plans and Specifications therefor. The results may be viewed via the link below and clicking the results button.

The work is located in Mountain House, California. The Engineer's Estimate is not available.

Prospective Bidders must purchase contract documents through Quest Construction Data Network (QUESTCDN). This can be done via a link:

https://qap.questcdn.com/qap/projects/prj_browse/ipp_browse_grid.html?projType=all&provider=6046631&group=6046631

or on the QUESTCDN website (www.questcdn.com). QUESTCDN is a web-based platform for construction project advertisements, bid documents distribution and plan holder lists. Prospective bidders will need the seven-digit QUESTCDN project number (8018645) to locate the job on the QUESTCDN website search page. There is a \$15.00 nonrefundable cost for downloading the contract documents in a pdf format, and a \$30.00 nonrefundable cost for submitting the bid package. Bids will not be accepted from any prospective bidder who has not purchased contract documents through QUESTCDN.

Bids are required for the entire work as described herein.

A bid security of 10%, in the form of a Bid Bond is required from all bidders. A performance bond and a payment bond, each 100% of the value of the contract, are required from the successful bidder.

Direct all inquiries or questions regarding this project to Hamid Parsa, Senior Civil Engineer at (209) 831-5620 office, (209) 831-5610 fax or by email at hparsa@sjgov.org.

The Contractor must possess a Class A license at the time this contract is awarded.

A contractor or subcontractor will not be qualified to bid on, be listed in a bid, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Mountain House Community Services District, hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The general prevailing wage rates have been determined by the Director of the State Department of Industrial Relations and it will be mandatory upon the Bidder to whom the contract is awarded and

upon any subcontractor to pay not less than these specified rates to all laborers, workmen, and mechanics employed by them in the execution of the contract, all in accordance with the provisions of Section 1770-1776 inclusive of the Labor Code. Prevailing wage rates are available at the Department of Industrial Relations website: <http://www.dir.ca.gov/oprl/dprowagedetermination.htm>

When a Federal wage rate determination has been included and a difference from the State Department of Industrial Relations determination exists, the higher rate shall be paid.

The District reserves the right to reject any or all bids, further reserves the right to waive minor irregularities in the bids and also reserve the right to increase/decrease the work by 20 percent of the bid amount.

Date: 8/26/2021

Mountain House Community Services District,
a political subdivision of the State of California



for

By: NADER SHAREGHI

Director of Public Works

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT

DEPARTMENT OF PUBLIC WORKS

1 GENERAL

Section 1-1.01, "General," add the following:

The work embraced herein must be done in accordance with the California Department of Transportation Standard Specifications dated 2010, hereinafter referred to as the Standard Specifications, and the California Department of Transportation Standard Plans dated 2010, hereinafter referred to as the Standard Plans, insofar as the same may apply and in accordance with the following special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions must take precedence over and be used in lieu of such conflicting portions.

Revised Standard Specifications set forth in these special provisions must be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components."

Where in the Standard Specifications, special provisions, Notice to Bidders, bid, contract or other contract documents the following terms are used; the intent and meaning must be interpreted as follows:

District	Mountain House Community Services District
MHCSD	Mountain House Community Services District
Attorney General	District Counsel
County	County of San Joaquin
Department	MHCSD Department of Public Works
Engineer	Director of Public Works, acting either directly or through properly authorized agent and consultants

Section 1-1.07B, "Glossary," add the following:

County: County of San Joaquin, a political subdivision of the State of California.

Section 1-1.07B, "Glossary," replace "Engineer:" and its definition with:

Engineer: MHCSD Director of Public Works, acting either directly or through properly authorized agents, and such agents acting within the scope of the particular duties delegated to them.

Section 1-1.08, "Districts," delete.

Section 1-1.11, "Web Sites, Addresses, and Telephone Numbers," replace as follows:

Reference or agency or department unit	Web site	Address	Telephone no.
Authorized Laboratory Lists Authorized Material Lists Authorized Material Source Lists	http://www.dot.ca.gov/hq/esc/approved_products_list	-	--
Publication Distribution Unit	--	PUBLICATION UNIT DEPARTMENT OF TRANSPORTATION 1900 ROYAL OAKS DRIVE SACRAMENTO CA 95815-3800	-

Section 1-1.12, "Miscellany," replace as follows:

Make checks and bonds payable to *Mountain House Community Services District*.

2 BIDDING

Section 2-1.06A, "General," replace with the following:

The "Plans" and "Specifications" may be viewed through a link at MHCS D Web site:
<http://mountainhousecsd.org/about-mountain-house/public-works-department/bid-opportunities>

Prospective Bidders must purchase contract documents through Quest Construction Data Network (QUESTCDN).

The "Specifications" includes the Notice to Bidders, revised Standard Specifications and Special Provisions.

Section 2-1.06B, "Supplemental Project Information," replace Paragraph 4 with the following:

Supplemental Project Information, if available, may be viewed through Quest Construction Data Network (QUESTCDN).

Section 2-1.15, "Disabled Veteran Business Enterprises", delete.

Section 2-1.18, "Small Business and Non-Small Business Subcontractor Preferences," delete.

Section 2-1.24, "Tied Bid Resolution," delete first 2 paragraphs.

Section 2-1.27, "California Companies," delete.

Section 2-1.31, "Interpretation of Bids," add the following:

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided. Bids on lump sum items will be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item total will prevail. The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the District, and that discretion will be exercised in the manner deemed by the District to best protect the public interest in the prompt and economical completion of the work. The decision of the District respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, will be final.

Section 2-1.33A, "General," replace with the following:

Complete and submit all forms in the bid package. Your authorized signature is your confirmation of and agreement to all certifications and statements contained in the bid. On forms and certifications that you submit through the electronic bidding service, you agree that each form and certification where a signature is required is deemed as having your signature.

Section 2-1.33B, "Bid Item List and Bid Comparison," add the following:

When work on all schedules of work is to be performed, the lowest bid will be the lowest total of the bid prices on the Bid Schedule.

A responsible bidder who submitted the lowest bid as determined by this section will be awarded the contract, if it is awarded. This section does not preclude the MHCS D from adding to

or deducting from the contract any of the schedules after the lowest responsible bidder had been determined.

Section 2-1.33C, "Subcontractor List," replace Paragraph 2 with the following:

The Subcontractor List must show the name, address, California contractor license number, Department of Industrial Relations registration number, email address, and work portions to be performed by each subcontractor listed. Show work portions by bid item number, description, percentage of each bid item subcontracted, and estimated portion of total bid.

Section 2-1.34, "Bidder's Security," replace with the following:

Each Bid shall be accompanied by a PDF copy of the original bid bond of a corporate surety made payable to the MHCSD, for a sum of at least 10 percent of the amount of bid. The bid bond must be signed by both principal and surety with each signature acknowledged before a Notary Public. Please note that the District considers the bid bond and bid as two separate documents, therefore the principal's signature is required to be notarized for both the bid and the bid bond. The bid bond must also contain the project name and the name, address and telephone number of the local agent of the surety bonding insurance company. Such guarantees must be forfeited to the said District should the bidder to whom the contract is awarded fails to enter into a contract. The bidder's bond must be issued by an admitted surety insurer submitted in a pdf format with the electronic bid.

Section 2-1.37, "Bid Submittal," replace paragraph 1 with the following:

All bids must be submitted electronically using QuestCDN's Online bidding website: (https://qap.questcdn.com/qap/projects/prj_browse/ipp_browse_grid.html?projType=all&provider=6046631&group=6046631 or www.questcdn.com) by inputting Quest project number (8018645) on the website's Project Search page. Please contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading, and working with this digital project information. All bids must be submitted on or before the date and closing time specified in the "Notice to Bidders."

BID TO THE BOARD OF DIRECTORS
MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT

TO THE MHCS D BOARD OF DIRECTORS:

The undersigned declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation. Undersigned further declares that he has carefully examined the location of the proposed work, the bid schedule of contract, and the plans and specifications therefor. If this bid is accepted, he will enter into a written contract with the Mountain House Community Services District, in the form of the contract contained in the Specifications for the project within ten (10) days after being requested to do so, and will provide all necessary bonds and insurance for the MOUNTAIN HOUSE ARTERIALS AND QUESTA VILLAGE PAVEMENT REPAIR PROJECT, in accordance with the plans and specifications therefor, and that he will take in full payment therefor the following unit prices, to wit:

BID SCHEDULE – Arterials and Questa Village Pavement Repair Project

ITEM NO.	ITEM NAME	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (in Figures)	TOTAL (in Figures)
1	Traffic Control System	LS			
2	Water Pollution Control	LS			
3	Clearing and Grubbing	LS			
4	Crack Seal Treatment: See Crack Seal Maps	LS			
5	Markings and Striping: 1. Mustang Way - from Great Valley Pkwy to MH Pkwy) 2. Arnaudo Blvd - from Central Pkwy to MH Pkwy) 3. De Anza Blvd - from Arnaudo Blvd to Mustang Wy) 4. Central Pkwy - from Main St to Mustang Wy) 5. Mountain House Pkwy - from Mustang Wy to Grant Line Rd	LS			
6	Slurry Seal: 1. Mustang Way - from Great Valley Pkwy to MH Pkwy) 2. Arnaudo Blvd - from Central Pkwy to MH Pkwy) 3. De Anza Blvd - from Arnaudo Blvd to Mustang Wy) 4. Central Pkwy - from Main St to Mustang Wy) 5. Mountain House Pkwy - from Mustang Wy to Grant Line Rd	SQ YD	140,300		
7	Hot Mix Asphalt (HMA) Grind and Pave	TON	50		

Total (Item 1 through 7): _____

Arterials and Questa Village Pavement Repair Project (#8018645)

Owner: Mountain House Community Service District

Solicitor: Mountain House Community Service District

09/20/2021 01:30 PM PDT

					Silicon Valley Paving, Inc.		Pavement Coatings Co.	
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension
Base Bid						\$678,660.00		\$841,963.00
	1	Traffic Control System	LS	1	\$55,000.00	\$55,000.00	\$58,000.00	\$58,000.00
	2	Water Pollution Control	LS	1	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
	3	Clearing and Grubbing	LS	1	\$1,000.00	\$1,000.00	\$25,200.00	\$25,200.00
	4	Crack Seal Treatment (See Crack Seal Maps)	LS	1	\$125,000.00	\$125,000.00	\$121,550.00	\$121,550.00
	5	Markings and Striping (See Markings and Striping Maps, 5 locations)	LS	1	\$154,000.00	\$154,000.00	\$212,750.00	\$212,750.00
	6	Slurry Seal (See Slurry Seal Map, 5 locations)	SQ YD	140300	\$2.20	\$308,660.00	\$2.71	\$380,213.00
	7	Hot Mix Asphalt (HMA) Grind and Pave	TON	50	\$600.00	\$30,000.00	\$825.00	\$41,250.00
Base Bid Total:						\$678,660.00		\$841,963.00

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder must complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever 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?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Bidder hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two year period because of the Bidder's failure to comply with an order of a federal court which orders the Bidder to comply with an order of the National Labor Relations Board.

BUSINESS AND PROFESSIONS CODE SECTION 7028.15 STATEMENT

In accordance with Business and Professions Code Section 7028.15, the contractor hereby states that all representations made herein are made under penalty of perjury.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 Public Contract Code 7106, the bidder declares that the bid is not made in the interest of or on behalf of the 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 must 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 his or her bid price or any breakdown thereof, of 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.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof must also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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 Santa Clara

On 9/14/2021 before me, Aurora Armenta,
(Notary)

personally appeared Todd Slyngstad

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.

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.

Signature 



(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205478-980252

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bruce G. Okrepkie, Cheryl Griggs, Danika Mott, Fred Vitas, Jamie Boone, Jeff Okrepkie, Jody A. Johnson, Joseph Gibson, Robb Daer

all of the city of SANTA ROSA state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 26th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of September, 2021.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ALL-PURPOSE 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 Shasta

On **September 10, 2021** before me, **Kara Alon Yowell, Notary Public**, personally appeared **Jody A. Johnson**, 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.

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.



Signature: Kara Alon Yowell

(Notary Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: September 10, 2021

Number of Pages: 2

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jody A. Johnson

Signer's Name: _____

Corporate Office – Title(s) _____

Corporate Office – Title(s) _____

Attorney in Fact

Attorney in Fact

Individual

Individual

Partner – Limited / General

Partner – Limited / General

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: _____

Other: _____

LIST OF SUBCONTRACTORS

In accordance with the "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Sections 4100-4114, inclusive) each bidder in their Bid must provide the information requested below on each subcontractor that will perform work or labor or render service for the bidder in excess of one-half on one percent of the total bid or \$10,000, whichever is greater.

(Attach additional sheet, if necessary, and note attachment on this page.)

Bidding Firm Name: Silicon Valley Paving, Inc.

SUBCONTRACTOR INFORMATION	BID ITEM NUMBER(S)	DESCRIPTION OF WORK	% OF BID ITEM SUBCONTRACTED	ESTIMATED PORTION OF TOTAL BID (\$ or %)
Contractor License #: 374600 *DIR Registration #: 1000000306 Company: Chrisp Co. Address: 1001 Stokes Ave, Stockton Email Address: bbaron@chrispco.com	5	striping and markings	100%	23%
Contractor License # 746432 *DIR Registration #: 1000001972 Company: Bond Blacktop Address: PO Box 606, Union City, CT Email Address: mark@bondblacktop.co	6	slurry seal	100%	45%
Contractor License #: *DIR Registration #: Company: Address: Email Address:				
Contractor License # *DIR Registration #: Company: Address: Email Address:				

* Department of Industrial Relations registration number

3 CONTRACT AWARD AND EXECUTION

Section 3-1.04, "Contract Award," replace with the following:

Any bid protest must be in writing and received by Mountain House Community Services District (MHCS D) at 251 East Main Street, Mountain House, CA 95391 before 5:00 PM no later than two (2) business days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
2. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending on the outcome of the protest.
4. The protested bidder may submit a written response to the protest, provided the response is received by MHCS D before 5:00 PM, within two (2) business days after the Bid Protest Deadline or after receipt of the bid protest (the "Response Deadline.") The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.
5. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

If the contract is awarded, it will be awarded to the lowest responsible bidder whose bid complies with all the requirements prescribed. The award must be made within 60 days after the bid opening. The Department may extend the award period if the bidder agrees.

Section 3-1.05, "Contract Bonds," replace with the following:

A performance bond of one hundred percent (100%) of the contract price will be required of the successful bidder to guarantee the faithful performance of said contract. In addition, a separate "Labor and Materials" surety bond of one hundred percent (100%) per the requirements of Section 3247-3252, inclusive of the Civil Code of the State of California, is required. A sample of the required Performance Bond verbiage has been provided with the Contract Forms.

Section 3-1.07, "Insurance Policies," replace with the following:

The Contractor and subcontractors will be required to obtain all insurance required under this paragraph and no work will be allowed until such insurance has been approved by the District. Copies of insurance certificates evidencing the required coverage must be furnished to

the District. Certificates of insurance must indicate that the coverage cannot be reduced or cancelled until thirty days' written notice has been furnished the District.

1. **Compensation Insurance:** The Contractor must take out and maintain, during the life of this contract, workers' compensation insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor must require the subcontractor similarly to provide workers' compensation insurance for all of the latter's employees. If any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor must provide and must cause any subcontractor to provide insurance for the protection of employees engaged in hazardous work.
2. **Bodily Injury Liability and Property Damage Liability Insurance:** The Contractor must take out and maintain during the life of this contract such bodily injury liability and property damage liability insurance as must protect him from claims for damages for personal injury, including accidental death as well as from claims for property damage, including coverage on property in the care, custody and control of the Contractor which may arise from his operations under this contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and such insurance must be Public Liability Insurance, in an amount no less than \$1,000,000 (combined single limit) per occurrence.

The above insurance must be of the broad form coverage type, affording coverage on property in the care, custody and control of the Contractor, and it is specifically required that the exclusions commonly referred to, in the insurance industry, as the "XCU Exclusions" must be deleted from the Contractor's insurance. Adequate proof of insurance in compliance with the above requirements must be furnished to the District. An additional insured endorsement to Contractor's liability insurance policy naming the District, its officers and employees as additional insureds must be furnished to the District. Notwithstanding the above, Contractor's liability insurance policy shall be endorsed as primary insurance.

Contractor shall indemnify and defend Owner from all claims, demands, or liability arising out of or encountered in connection with this contract or the prosecution of work under it, whether such claims, demands, or liability are caused by Contractor, Contractor's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed on the project by Contractor or subcontractors, excepting only such injury or harm as may be caused solely and exclusively by Owner's fault or negligence. Such indemnification must extend to claims, demands, or liability for injuries occurring after completion of the project, as well as during the work's progress.

Section 3-1.08, "Small Business Participation Report," delete.

Section 3-1.11, "Payee Data Record," delete.

Section 3-1.18, "Contract Execution," replace with the following:

The contract must be executed by the successful bidder and must be returned with the following to the District:

1. Bonds required in Section 3-1.05.
2. Insurance required in Section 3-1.07.
3. Current W-9 Form (if not already on file with the District).

Contract and above listed documents must be returned to the District so that they are received within 10 days, not including Saturdays, Sundays, and legal holidays, after the bidder has received the contract for execution. Failure to do so will be cause for forfeiture of the bid

guaranty. The executed contract documents must be delivered to the following address: MHCSD, Department of Public Works, 251 East Main Street, Mountain House, CA 95391. A successful bidder must be required to have a current W-9 form on file with the District. If not already on file, the form will be included in the contract documents to be executed by the successful bidder. The form must be completed and returned to the District by the successful bidder with the executed contract and contract bonds. A copy of the contract form is included in these special provisions.

Section 3-1.19, "Bidders' Securities," replace with the following:

The bid guaranties accompanying the bids of all bidders will be retained until the contract has been awarded by the Board of Directors, after which all such guaranties, except the first lowest responsible bidder's guaranty, will be returned to the respective bidders whose bids they accompany. The bid guaranty of the first lowest responsible bidder will be retained until the contract documents have been fully executed.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the MHCS D, by Resolution passed on _____, 2021, has given to _____, hereinafter designated as the "Principal", a Notice of Intent to Award Contract for the work described as follows:

Mountain House Arterials and Questa Village Pavement Repair Project in Mountain House.

WHEREAS, said Principal is required under the terms of said Notice to furnish a Bond for the faithful performance of such Notice.

NOW THEREFORE, we the Principal and _____ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure Section 995.120, legally doing business in California at _____, are held and firmly bound unto the MHCS D, in the 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 the above bound Principal, his or its heirs, executors, administrators, successors or assigns, must in all things stand to and abide by and will and truly keep and perform, the covenants, conditions and agreements as defined in the said Contract and any alteration thereof made as therein provided on this or their part, to be kept and performed at the times and in the manner therein specified, and in all respects according to their true intent and meaning, and will indemnify and save harmless the MHCS D, its officers and agents, as therein stipulated, then this obligation will become null and void, otherwise, it must be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation must hold good for a period of one (1) year after the acceptance of the Work by the District, during which time if Principal fails to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the Work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof must remain in full force and effect. The District will maintain the possession of the security through its effective period of one (1) year. However, nothing in this paragraph will limit the obligation of the Surety and the obligation of the Surety must continue so long as any obligation of Principal remains.

And said 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 work to be performed thereunder, or the specifications accompanying the same, must in any way affect its obligation 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 work, or to the Specifications. All terms and conditions as set forth in the General Conditions, as supplemented, to the Contract are incorporated by reference and Surety acknowledges that it is bound thereby, including the disputes clause(s) therein.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety must pay all costs incurred by the MHCS D in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20 ____.

(Corporate Seal)

Principal

By: _____

Typed or Printed Name

Title: _____

(Corporate Seal)

Surety

By: _____

Typed or Printed Name

(Attached Attorney-in-Fact
Certificate)

Title: _____

4 SCOPE OF WORK

No alterations have been performed. Refer to Section 4, "Scope of Work" in Standard Specifications.

5 CONTROL OF WORK

Section 5-1.01, "General," delete paragraph 9.

Section 5-1.09A, "General," replace paragraph 2 with the following:

Partnering not used for contracts less than \$10,000,000.

Section 5-1.13C, "Disabled Veteran Business Enterprises," delete.

Section 5-1.13D, "Non-Small Businesses," delete.

Section 5-1.20B(1), "General," add the following:

When required by special provisions, obtain permits in advance of starting related work.

Prior to start of work or placing traffic control signage, a no fee encroachment permit shall be obtained at MHCS. Submit all traffic and detour plans while applying for the permits.

MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT
PUBLIC WORKS DEPARTMENT
251 East Main Street
Mountain House, CA 95391

Full compensation for conforming to the requirements in this permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefor.

Section 5-1.27E, "Change Order Bills," replace with the following:

Change order bills must be submitted on forms approved by the District.

Section 5-1.43E, "Alternative Dispute Resolution," replace with the following:

Section 5-1.43E, "Construction Claim Procedures"

Attention is directed to Sections 5-1.27E, "Change Order Bills", 8-1.04B, "Standard Start"; 5-1.43B, "Initial Potential Claim Record"; 9-1.17, "Payment After Contract Acceptance"; and 9-1.22, "Arbitration," of the Standard Specifications; and Section 1, "Specifications and Plans," of the Special Provisions. The above provisions, as modified herein, will be utilized as the remedy procedures for any disputes or claims arising under or related to performance of the contract.

Section 5-1.43E(1), "Arbitration"

Claims (demands for monetary compensation or damages) arising under or relating to performance of the contract will be resolved by litigating the claim in a court of competent jurisdiction. Provided, however, if the Department and the Contractor mutually agree, in writing, to submit the claim to arbitration, the matter will go directly to arbitration proceedings. The agreement to pursue the matter through arbitration will be the parties' sole legal recourse such that the parties may not subsequently litigate the matter in any court proceeding except as to enforcement of the arbitration award or as otherwise provided in this section.

Arbitration, if expressly agreed upon in writing by the parties, will be pursuant to the provisions of California Code of Civil Procedure Section 1280 et seq., except wherever there are inconsistencies with those provisions and this section, this section will prevail. The arbitrator's award will be decided under and in accordance with the laws of this State, supported by law and substantial evidence and, in writing, contain the basis for the decision, findings of fact and conclusions of law. In addition to vacating an award on the grounds set out in Sections 1286.2 and 1286.4 of the California Code of Civil Procedure, a court will vacate the award if after review of the award it determines either that the award is not properly supported by substantial evidence or that it is based in whole or in part by an error of law. The arbitrator will have jurisdiction over the procedures and substantive matters relating to the claim as set out in the arbitration submittal agreement executed by the parties.

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

6 CONTROL OF MATERIALS

No alterations have been performed. Refer to Section 6, "Control of Materials" in Standard Specifications.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Section 7-1.02K (2), "Wages," paragraph 2, replace with the following:

Prevailing Wage Rates are available at the Department of Industrial Relations Web site, <http://www.dir.ca.gov/oprl/dprevagedetermination.htm>.

Bidders are advised that a recent Department of Industrial Relation's determination indicates Fabricators are subject to prevailing wage requirements under the following conditions:

Workers employed by contractors or subcontractors are "employed in the execution of a contract for public works" when they are engaged in the off-site fabrication of items produced especially for the public works project and not for sale on the general market.

Where a contractor is producing products both for its own projects and for sale on the general market, the test for whether a pre-fabricated item is specially made for the public works project turns on factors such as whether the item was produced in accordance with the plans and specifications of the architects and/or engineers for that project and/or shop drawings based thereon such that the item differs from a standard, generic item.

Standard items must be considered to be produced specially for the public works project if they were modified to meet the specific requirements of that project.

For the foregoing reasons, prevailing wages must be paid to the employees of contractors and subcontractors engaged in the off-site fabrication or pre-fabrication of items specially produced for public works projects.

Section 7-1.02K (3), "Certified Payroll Records (Labor Code S1776)," replace paragraph 5 through 9 with the following:

Certified payroll records must be submitted to Mountain House Community Services District, Attention: Hamid Parsa, 251 East Main Street, Mountain House, CA 95391. Electronic submittal will not be accepted.

All contractors and subcontractors must also furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Section 7-1.02K (5), "Working Hours" add the following:

Working hours shall be limited to the hours between 7:00 AM and 6:00 PM, Monday through Friday, excluding recognized holidays. Streets impacted by the school traffic shall be scheduled for repairs to avoid any heavy traffic around school pickup and drop off times. The contractor shall coordinate with school district prior to any construction activity and prior to beginning of work.

Section 7-1.06, "Insurance," replace with the following:

Refer to special provision Section 3, "Award and Execution of Contract," for insurance requirements.

8 PROSECUTION AND PROGRESS

Section 8-1.04B, "Standard Start," replace with the following:

The Contractor must not enter upon the site of the work or begin operations until he has submitted to the District in proper form all contract, surety bonds, evidences of insurance and all other documents required of him in connection with the contract and all such documents have been approved by the District. Written notice of approval must be issued by the MHCS Department of Public Works.

The working days must begin on September 22, 2021, contingent upon prior receipt of notice to proceed. If the notice is not received before the specified date, working days must begin on the first working day of the week following the date of the notice of approval.

The beginning of working days may be rescheduled by mutual agreement between the District and the Contractor by written correspondence.

Section 8-1.05, "Time," replace the first and second paragraphs with the following:

The Contractor must complete all work before the expiration of forty five (45) working days.

Section 8-1.10A, "General" add the following:

If the completion of the project is delayed beyond the time specified herein, and the delay is not excused under paragraph 16 of the construction agreement, Contractor shall pay to the District the sum of \$2,000 per day for each calendar day in liquidated damages during which completion of the project is delayed beyond the time specified for completion.

9 PAYMENT

Section 9-1.02C, "Final Pay Item Quantities," add the following:

Pay quantities to be submitted by the Contractor and approved by the District prior to processing a progress payment.

Section 9-1.06, "Changed Quantity Payment Adjustments," delete.

Section 9-1.07, "Payment Adjustment for Price Index Fluctuations," delete.

Section 9-1.16A, "General," replace paragraph two with the following:

The Engineer's Monthly Estimate Period will begin on the first working day of the month. Payment must be due the month following the Engineer's Monthly Estimate Period. All contracted work and any additional work approved by MHCSD shall be measured and paid per the unit prices of each items listed in the bid schedule(s).

Section 9-1.16F, "Retentions," replace with the following:

The Department must retain 5 percent of the estimated value of the work completed. On any partial payment made after 95 percent of the work has been completed, the Department may reduce the amount withheld from payment pursuant to the requirements of the Section, to such lesser amount as the Department determines is adequate security for the fulfillment of the balance of the work and other requirements of the contract, but in no event will that amount be reduced to less than 125 percent of the estimated value of the work yet to be completed as determined by the Engineer. The reduction will only be made upon the written request of the Contractor and will be approved in writing by the surety on the Performance Bond and by the surety on the Payment Bond. The approval of the surety will be submitted to the Disbursing Officer of the Department; the signature of the person executing the approval for the surety will be properly acknowledged and the power of attorney authorizing the person to give that consent must either accompany the document or be on file with the Department.

10 GENERAL

Section 10-1, "General," replace "Reserved" with the following:

Section 10-1.01, "Work Sequencing"

Excavation within 6 feet of the existing traveled way must not precede the paving operation by more than 5 working days unless:

1. Authorized
2. Material is placed and compacted against the vertical cuts within 2 feet of the existing traveled way. (During excavation operations, native material may be used for this purpose except once the placement of the structural section starts, structural material must be used. Place the material up to the top of the existing pavement and taper at a slope of 4:1 (horizontal : vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.)

At the end of each working day, if a difference in excess of 1 foot exists between the elevation of the existing pavement and the elevation of an excavation within 2 feet of the traveled way, place and compact material against the vertical cut adjacent to the traveled way. (During the excavation operation, you may use native material for this purpose except once the placing of the structural section starts, structural material must be used. Place the material up to the top of the existing pavement and taper at a slope of 4:1 (horizontal : vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.)

For any particular street(s), the following sequence of work must be followed and each operation must be approved by the District Representative prior to starting the next:

1. All mill and pave operation (AC patchwork). Including curb and gutter replacement and adjustment to street facilities (manhole covers etc.)
2. Crack Seal operation.
3. Slurry Seal operation.
4. Pavement Markings, at least 7 days after Slurry Seal.

11 QUALITY CONTROL AND ASSURANCE

No alterations have been performed. Refer to Section 11, "Quality Control and Assurance" in Standard Specifications.

12 TEMPORARY TRAFFIC CONTROL

The following subsections refer to Section 12-1, "General."

Section 12-1.01, "General," add the following:

The Contractor must submit a construction area traffic control plan for approval by the Engineer two weeks before the commencement of any work. Traffic Control Systems and construction area traffic control devices shall be in accordance with the current Caltrans "Manual of Traffic Controls" and supplemented by the current "Work Area Traffic Control Handbook." The traffic control system for lane closure shall be in accordance with Standard Plans T-11 and T-12.

Section 12-4.05F, "Conventional Highway Lane Requirements," replace with the following:

A minimum of one paved traffic lane, not less than 11 feet wide, must be open for use by public traffic at all times. When construction operations are not actively in progress, not less than two such lanes must be open to public traffic.

On roadways with 2 or more traffic lanes in each direction, the Contractor must so conduct his operations that one paved traffic lane in each direction will be open at all times.

Under one-way reversing traffic control operations, public traffic may be stopped in one direction for periods not to exceed 10 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

On roads with medians, the contractors may direct the traffic to one side with proper notice, delineation, signage and traffic control. If complete road closure is required due to emergencies and the traffic needs to be redirected, appropriate detour signs shall be installed to have the traffic flow without approaching the construction site.

Section 12-5, "Traffic Control System For Lane Closure", add the following:

12-5.01, "General"

Section 12-5 includes specifications for closing traffic lanes with stationary and moving lane closures on 2-lane, 2-way roadways. The traffic control system for a lane closure must comply with the standard plans.

Traffic control system includes traffic control plan, signs, notices, delineators, barricades, changeable message sign, flagging and any additional equipment used to notify or direct traffic.

12-5.03, "Construction"

12-5.03A, "General"

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

12-5.03B, "Stationary Lane Closures"

For a stationary lane closure made only for the work period, remove components of the traffic control system from the traveled way and sidewalk, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period.

For multilane lane closures, each vehicle used to place, maintain, and remove components of a traffic control system on a multilane roadway must be equipped with a Type II

flashing arrow sign that must be in operation whenever the vehicle is being used for placing, maintaining, or removing the components. Vehicles equipped with a Type II flashing arrow sign not involved in placing, maintaining or removing the components if operated within a stationary-type lane closure must only display the caution display mode. The sign must be controllable by the operator of the vehicle while the vehicle is in motion. If a flashing arrow sign is required for a lane closure, the flashing arrow sign must be operational before the lane closure is in place.

12-5.04, "Payment"

Traffic control system for lane closure is paid for as "Traffic Control System" by lump sum in the Bid List Item.

The requirements in section 4-1.05 for payment adjustment do not apply to traffic control system. Adjustments in compensation for traffic control system will be made for an increase or decrease in traffic control work if ordered and will be made on the basis of the cost of the necessary increased or decreased traffic control. The adjustment will be made on a force account basis for increased work and estimated on the same basis in the case of decreased work.

13 WATER POLLUTION CONTROL

The following subsections refer to Section 13-1, "General."

Section 13-1.01A, "Summary," add the following:

This project is anticipated to disturb less than one acre of soil.

Section 13-1.01B, "Definitions," add the following:

Department: When used in reference to manuals and General Permits, Department must mean MHCSD Department of Public Works.

Section 13-3.01A, "Summary," replace paragraph 1 with the following:

Section 13-3 includes specification for developing, implementing and registering a SWPPP for projects disturbing one or more acres.

Section 13-3.01B(2)(a), "General," replace paragraph 1 with the following:

Contractor must implement measures to prevent erosion, debris and sediment laden runoff from entering the creek or storm drain system. These measures shall be discussed and approved by the Engineer prior to commencing construction. At minimum, the construction site shall be isolated by properly installing straw wattles and any nearby catch basins shall be protected by fabricated and/or sand/gravel bags. If any material enters the creek or the street area, it will be the responsibility of the contractor to clean and restore the area to its original condition.

Section 13-3.04, "Payment," replace paragraphs 3, 4, 5, 6 and 7 with the following:

Implementation of water pollution control measures are paid for as "Water Pollution Control."

Section 13-4.04, "Payment," replace with the following:

Job site management is paid for under "Water Pollution Control" by lump sum.

Section 13-7.04, "Payment," replace with the following:

Water pollution Control is measured and paid for under "Water Pollution Control" by lump sum.

14 ENVIRONMENTAL STEWARDSHIP

Section 14-9.03A, "General," delete the last two sentences.

Section 14-9.03D, "Payment," replace with the following:

No separate payment will be made for any work performed or materials used to control dust resulting from the Contractor's operations either inside or outside the right of way, or for controlling dust caused by public traffic during Contractor's working hours. Full compensation for such Dust Control will be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefor.

When the engineer orders the application of water for the purpose of controlling dust caused by public traffic during non-working hours after the Contractor has shut down operations for overnight, for a weekend, for a holiday or for temporary suspension of work, in accordance with Section 8-1.06 of the Standard Specifications the quantity of Dust Control (non-working hours) must be measured and paid for as follows:

After working hours.....	1 each Dust Control (non-working hours) per day
Saturday or non-working day.....	2 each Dust Control (non-working hours) per day
Sunday or Holiday.....	3 each Dust Control (non-working hours) per day

No additional compensation will be made for Dust Control (non-working hours,) for any increase or decrease in the hours of work or the quantity of water required, regardless of the reason for such increase or decrease.

When the contract does not include a contract pay item for Dust Control (non-working hours) this work must be included in the various contract items of work.

Section 14-10.02, "Solid Waste Disposal and Recycling Report," delete.

15 EXISTING FACILITIES

Section 15-2.02B(3a), "Cold Planing Asphalt Concrete Pavement," replace Reserved with the following:

15-2.02B(3a)(a) Materials

Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in section 39 or as directed by the Engineer.

Schedule cold planing activities so that not more than 2 working days elapse between the time the pavement is cold planed and the HMA is placed.

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to MHCSD a request for using a wider cutter head. The cold planing or milling machine shall have a cutter head at least 30-inch wide.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
 - 2.1.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
 - 2.1.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation.
4. Operated so that no fumes or smoke is produced.
5. Replace broken, missing, or worn machine teeth.

15-2.02B(3a)(b)(i) Construction

Do not cold plane unless the Engineer approves your request. Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage the remaining surface.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot.

Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

15-2.02B(3a)(b)(ii) Temporary HMA Tapers

If a drop-off between the existing pavement and the planed area at transverse joints is greater than 0.10 foot, construct a temporary HMA taper prior to opening to traffic.

If a drop-off between gutters and the planed area adjacent to gutter is greater than 0.12 foot, construct a temporary HMA taper at driveway locations by the end of each working day.

The temporary HMA taper must be:

1. Placed to the level of the existing pavement or gutter and tapered on a slope of 10:1 (horizontal:vertical) or flatter to the level of the planed area
2. Compacted by any method that will produce a smooth riding surface
Completely remove temporary tapers before placing permanent surfacing.

15-2.02B(3a)(b)(iii) Remove Planed Material

Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

Materials not to be salvaged must be disposed of outside of the MHCS D limits the specifications of Section 5-1.20B(4) or at a permitted recycling facility.

15-2.02B(3a)(c) Payment

Cold Planing will not be separately measured or paid. It is included in HMA bid item list, and no additional payment will be allowed therefor.

Payment for removal of pavement markers, thermoplastic traffic stripe, painted traffic stripe, and pavement markings within the area of cold planing is included in the payment for Pavement Marking in the Bid Item List and no additional payment will be allowed therefor.

15 EXISTING FACILITIES

Section 15-2.10B, "Adjust Frames, Covers, Grates and Manholes," replace paragraph 4 with the following:

No metal riser rings will be allowed.

Section 15-2.10B, "Adjust Frames, Covers, Grates and Manholes," replace last paragraph with the following:

Payment for adjusting (1) frames, (2) covers, (3) grates, or (4) manholes when pavement or surfacing is not involved, is included in the payment for "Adjust Street Facility" in the Bid Item List per complete adjustment per facility.

16 CLEARING AND GRUBBING

Section 16-1.03B, "Clearing," replace the first sentence of the first paragraph with the following:

Clear the area above original ground of all objectionable material including trees, vines, logs, upturned stumps, downed trees, plants, brush grass, weeds, concrete, masonry and cold-mix asphalt concrete along edge of pavement.

Section 16-1.03B, "Clearing," replace the first sentence of the second paragraph with the following:

Tree branches extending over the roadway pavement and which hang within 15 feet of finished grade must be cut off in a workmanlike manner.

Section 16-1.03D, "Disposal," replace the second paragraph with the following:

Material generated from Clearing and Grubbing must be disposed of offsite.

Section 16-1.04 "PAYMENT," replace with the following:

Payment for clearing and grubbing is included in "Clearing and Grubbing" in the Bid Item List by lump sum.

17 WATERING

Section 17-1.02, "Materials," replace the first sentence with the following:

Water for dust control on this project must be non-potable.

If Contractor can provide documentation that non-potable water is not available then the use of potable water for dust control must be approved by the Engineer. Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD or to any other outside agency for obtaining their potable water.

The Contractor must advise MHCSD in writing of the intended source(s) to be used, prior to starting work on the project.

Section 17-1.04, "Payment," replace "Not Used" with the following:

When the contract does not include a contract pay item for Watering, full compensation for Watering must be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefor.

19 EARTHWORK

Section 19-4, "Reserved," replace with the following:

Section 19-4(1) Earthwork (Miscellaneous Areas)

The following subsections refer to Section 19-4(1), "Earthwork (Miscellaneous Areas)."

Section 19-4.01(1) General

Earthwork (Miscellaneous Areas) must comply with Earthwork Sections 19-1, 19-2, 19-5 and 19-6 of the Specifications.

Section 19-4.02(1) Payment

When Earthwork (Miscellaneous Areas) is paid for by the station, it must be measured along the edge of pavement where earthwork is constructed. A station must be considered 100 feet. The length of Earthwork (Miscellaneous Areas) to be paid will be determined from actual measurement or calculated from centerline stationing, as determined by the Engineer.

Payment for breaking up existing pavement, excavation, embankment, local borrow, imported borrow, disposing, grading and compacting will be included in the contract unit price for Earthwork (Miscellaneous Areas). When the contract does not include a contract pay item for Earthwork (Miscellaneous Areas), full compensation for Earthwork (Miscellaneous Areas) must be considered as included in the prices paid for the various contract items of work.

Section 19-6.03C, "Placing and Compacting," add the following to paragraph 3:

Existing pavement used as embankment must be broken up into pieces not larger than 0.33 foot in greatest dimension.

19 EARTHWORK

Section 19-4, "Reserved," replace with the following:

Section 19-4(2) Earthwork (Concrete Curbs and Sidewalks)

The following subsections refer to Section 19-4(2), "Earthwork (Concrete Curbs and Sidewalks)."

Section 19-4.01(2) General

Excavation for Concrete Curbs Gutters and Sidewalks along improved frontages must be limited to six inches (6") behind new concrete construction adjacent to property line unless otherwise shown on the plans.

Ground area to be used for landscaping purposes, which has been excavated or is below finished grade, must be backfilled with selected material or imported topsoil, free of stones. Backfilled material in ground areas must be compacted equal to natural ground and may be compacted by ponding with water.

The ground area adjacent to new concrete or pavement construction must be graded flush to match new improvements as shown on the plans. Backfill material in slope areas greater than six to one must be selected for resistance to erosion.

Section 19-4.02(2) Payment

Payment for Earthwork (Concrete Curbs Gutters and Sidewalks) must include excavation of material necessary for the construction of the facility and obtaining and placing selected material and imported topsoil, as shown on the plans.

When the contract does not include a contract pay item for Earthwork (Concrete Curbs and Sidewalks), full compensation for excavation, subgrade preparation, furnishing and placing selected material and imported topsoil, grading and compacting earthwork, and for disposing of materials must be considered as included in the unit prices paid for various items of work and no separate payment will be made therefor.

Unless otherwise shown on the Plans or specified in these Specifications & Details, all surplus material not to be salvages shall become the property of the contractor and shall be disposed of as provided in Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."

Section 19-6.03C, "Placing and Compacting," add the following to paragraph 3:

Existing pavement used as embankment must be broken up into pieces not larger than 0.33 foot in greatest dimension.

37 BITUMINOUS SEALS

The following subsections refer to Section 37-3, "Slurry Seal and Micro-surfacing."

Section 37-2.01C(1), "General", add the following:

The Contractor must use black aggregates and provide a sample of the aggregate and laboratory gradation analysis results for the District's approval.

Section 37-2.02B, "Asphaltic Emulsion", add the following:

The Contractor must submit product specifications to indicate that the asphalt emulsion meets Caltrans Requirements.

Section 37-3.02A, "General", add the following:

Aggregate for Slurry Seal must be Type II.

Section 37-3.02B(1), "General," replace with the following:

Asphaltic emulsion for slurry seal must be polymer modified asphaltic emulsion. Polymer modified asphaltic emulsion must be a quick traffic quick cure (QT-QC) type. Must be homogeneous and show no separation after thorough mixing, must break and set on the aggregate within five (5) minutes and be ready for cross traffic within five (5) to thirty (30) minutes.

Section 37-3.03D, "Placing," add the following:

The Contractor must place temporary reflective raised pavement markers at not more than 24 foot longitudinal intervals in the same alignment as the existing striping, before the Slurry Seal is applied. Temporary reflective pavement markers must be the same color as the lane line the markers replace. Temporary reflective raised pavement markers must be, at the option of the Contractor, one of the following or approved equal:

<u>Type or Model</u>	<u>Manufacturer</u>
TRPM Chip Seal Marker Type 2-Way	Davidson Plastic Company 18726 East Valley Highway Kent, Washington 98032
Chip Seal Marker, Model Nos. 1280/1281 with Reflexite PC 1000 Polycarbonate reflector	Hi-Way Safety Inc. 13310 5th Street Chino, California 91710

Temporary reflective raised markers must be placed under the manufacturer's instructions. Temporary reflective raised pavement markers must be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive must not be used.

In areas without existing pavement striping, no temporary pavement markers will be required.

Section 37-3.03D(2)(a), "General," add the following:

Before you place slurry seal and micro surfacing, remove pavement markers.

Section 37-3.03D(2)(b), "Slurry Seal," replace with the following:

Maintaining Traffic must conform under Section 12-4, "Maintaining Traffic," of these

special provisions or as noted on the plans. Road closure, if allowed must be restricted to the hours of 8:00 A.M. to 4:00 P.M.

The Contractor must distribute a written notification approved by the Engineer to all residents, businesses, emergency services, garbage collection services and schools at least 72 hours prior to beginning the Slurry Seal work. The notice must detail streets and limits of work to be done as well as the hours of work. The Contractor must be responsible for coordinating the schedules of these services and the Slurry Seal work.

The Contractor must post "No Parking - Tow Away" signs at 100-foot intervals on the streets to be worked upon, at least 72 hours prior to placing the Slurry Seal. These signs must state the day of the week and hours of no parking.

Section 37-3.03D(4)(b), "Slurry Seal," replace paragraph 3 and table with the following:

The spread rate for Slurry Seal (Type II) aggregate must be 12.5 pounds of dry aggregate per square yard. The completed rate must be within ± 0.5 lb. of dry aggregate per square yard of the spread rate.

Section 37-3.04B, "Slurry Seal," replace with the following:

Slurry Seal (Type II) is measured and paid for by the square yard. Measurement will be determined along the surface of the actual area sealed. Payment for all materials required are included in the contract unit price including cleaning the surface. Grass and weed removal will be paid under Clearing and Grubbing bid item.

The Contractor must routinely perform street sweeping throughout the duration of the Slurry Seal operations of the project per the specifications. All streets to be slurry sealed shall be free of dirt and shall be swept immediately prior to the application of the slurry seal coat. Twenty-four (24) hours after the application of the slurry seal coat, the areas will be swept again to recover any loose aggregate from the area. The Contractor must perform roadway sweeping operations on all slurry sealed roads fifteen (15) working days after application. Furthermore, sidewalks, gutter pans/flow lines and streets will be cleaned and kept in order throughout the duration of the project.

Catch basins and storm drain inlets must be protected to prevent any slurry or other materials from entering the storm drain system.

37 BITUMINOUS SEALS

37-5 CRACK TREATMENT

Section 37-5.02, "Materials," add the following:

Crack treatment material must be Type 3.

Section 37-5.03, "Construction," replace sentence 1 in paragraph 1 with the following:

Treat cracks from 1/8 to 1 inch in with for the entire length of the crack.

Cracks must be routed prior to sealing operations.

Crack treatment must be hot-applied. Hot pour rubber products will not be accepted.

Cracks at the joint between existing hot mix asphalt surfacing and concrete gutters must be sealed.

Cracks must be squeegeed as necessary after application of the crack sealant material so sealant is flush with existing pavement.

Section 37-5.03, "Construction," replace sentence 2 & 3 of the first paragraph with the following:

Cracks that are between one inch and two inches wide must be filled with crack treatment material (Type 3), and while the treatment is still hot, these cracks must be covered with crushed aggregate conforming to the provisions for Type II Slurry Seal in Section 37-3.02A, "General," and Section 37-3.02B(2), "Aggregate," and compacted with a wetted steel wheel roller or vibrating plate compactor large enough to compact the treatment flush with the existing asphalt concrete surfacing.

Section 37-5.04, "Payment," replace with the following:

Crack Seal Treatment (Type 3) is measured and paid by Lineal Foot or Lump Sum as shown on the Bid Item List. The contract price paid for Crack Seal Treatment (Type 3) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparation to the cracks before application of the crack sealant, filling cracks, and compacting, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer, and no additional payment will be allowed therefor.

39 HOT MIX ASPHALT

The following subsections refer to Section 39-1, "General."

Section 39-1.01, "General," add the following:

Produce and place HMA Type B under the method construction process and per these Special Provisions.

Section 39-1.02C, "Asphalt Binder," add the following:

Asphalt binder used in HMA Type B must be PG 64-10 unless specified otherwise.

Asphalt binder mixed with asphalt modifier and CRM for asphalt rubber binder must be PM PG 64-10.

Section 39-1.02E, "Aggregate," add the following:

Aggregate shall conform to ½-inch maximum gradation.

Section 39-1.04A, "General," add the following:

Submittal of a quality control plan is only required for all RHMA.

Section 39-1.10, "Spreading and Compacting Equipment," add the following:

Should the Contractor elect to use a ski device for longitudinal control, the minimum length of the device must be 30 feet. Alternative longitudinal grade control equipment with grade averaging capability may be used with approval of the Engineer.

All steel-tired rollers must be of the tandem type. Any single density result below 94% or over 97% will not be accepted and the pavement with the failing test results must be removed and replaced per the Standards and Specifications. No single density result must represent more than the smaller of 500 tons or one day's production.

Section 39-1.11, "Transporting, Spreading and Compacting," add the following to paragraph 2:

The dumping of material in a windrow will be limited to 750 feet in advance of the paver unless otherwise permitted by the Engineer.

Section 39-1.11, "Transporting, Spreading and Compacting," add the following:

Place HMA on adjacent traveled way lanes so that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and 10:1 ratio along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place kraft paper or another authorized bond breaker under the conform tapers to facilitate the taper removal when paving operations resume.

Section 39-1.14, "Miscellaneous Areas and Dikes," replace paragraph 4, number 2 with the following:

2. Use ½ -inch HMA Type B aggregate gradation.

Section 39-3.04, "Transporting, Spreading and Compacting," replace the first paragraph with the following:

Total Thickness Shown on Plans ^a	No. of Layers	Top Layer Thickness (foot)		Next Lower Layer Thickness (foot)		All Other Lower Layer Thickness (foot)	
		Min.	Max.	Min.	Max.	Min.	Max.
0.20 - foot or less	1	–	–	–	–	–	–
0.25 foot	2	0.12	0.13	0.12	0.13	–	–
0.30 - 0.45 foot	2	0.15	0.20	0.15	0.25	–	–
0.46 - foot or more	b	0.15	0.20	0.15	0.25	0.15	0.4

a. When Geosynthetic Pavement Interlayer (Paving Fabric), mat or grid is shown to be placed between layers of HMA, the thickness of HMA above the Geosynthetic Pavement Interlayer (Paving Fabric) must be considered to be the "Total Thickness Shown on Plans" for the purpose of spreading and compacting the HMA above the Geosynthetic Pavement Interlayer (Paving Fabric). The minimum lift thickness of HMA over Geosynthetic Pavement Interlayer (Paving Fabric), mat or grid must be 0.12 foot.

b. At least 2 layers must be placed if total thickness is 0.45 - foot. At least 3 layers must be placed if total thickness is more than 0.45 - foot and less than 0.90 - foot. At least 4 layers must be placed if total thickness is 0.90 - foot or more. For Miscellaneous Areas or Pavement Repair, at least 2 layers must be placed if total thickness is 0.50 foot.

When hot mix asphalt gutters are designated on the plans, a stringline or wire grade reference will be required to control longitudinal grade of the gutter. The gutter will be water tested before acceptance. The maximum deviation from a true grade must not result in ponding water for depth exceeding 0.04 foot.

When compacted lift thicknesses are less than 0.15 foot, surfacing operations must be conducted in such a manner that, at the end of each day's work, the distance between the ends of adjacent surfaced lanes must not be greater than can be completed in the following day of normal surfacing operations. When the compacted thickness exceeds 0.15 foot, both adjacent lanes must be brought to finish grade the same day, before uncontrolled traffic is allowed. The ends of each lane must not be less than 5 feet nor more than 15 feet apart.

Portable delineators in conformance with Section 12-3.04, "Portable Delineators," must be furnished and placed at a maximum spacing of 300 feet on tangents and 100 feet on curves along any edge of new surfacing which has a drop off of more than 0.10 foot. Delineators must be staggered when required on both sides of traffic.

Existing pavement markers must be removed and disposed of, unless otherwise shown on the plans.

During the removal of ceramic type pavement markers, screens or other protective devices must be furnished to contain any fragments as provided for in Section 7-1.04, "Public Safety."

Section 39-6, "Payment" add the following:

HMA will be measured and paid for by Ton.

73 CONCRETE CURBS AND SIDEWALKS

The following subsections refer to Section 73-1, "General."

Section 73-1.01B, "Definitions," replace with the following:

"Handicap Ramp" must be considered the same as "Curb Ramp."

"Weakened Plane Joint" must be considered the same as "Contraction Joint."

Section 73-1.02A, "General," add the following:

A uniform color must be maintained by the addition of one pound of lamp black per cubic yard of concrete for curb, gutter construction.

All concrete gutters must be water tested for drainage in presence of District Representative before acceptance.

Section 73-2.03A, "General," replace sentence 2, paragraph 5 with the following:

Weakened plane joints must be constructed at 10-foot maximum intervals on tangent sections and at a minimum of one-third points on radii.

Section 73-3.03, "Construction," add the following:

Repairs to concrete curbs and gutters shall be made by removing and replacing the entire portions between joints or score lines, excavating 6-inch below sub-grade and 6-inch into existing curb. Curb and gutter shall be replaced between saw cuts so that remaining or new curb and gutter will not be less than 4-ft in length. Dowels shall be placed per MHCS D Standard Detail SC-03. Gutters shall be sloped to properly drain towards the catch basin.

Section 73-3.04, "Payment," replace as follows:

Minor Concrete (Curb and Gutter) or (Curb, Gutter and Sidewalk) is measured and paid for by the linear foot. Measurement must be made at the gutter flow line. Asphalt Concrete and existing vegetation that is to be removed and replaced for form work is included as part of Payment for Minor Concrete (Curb and Gutter) or (Curb, Gutter and Sidewalk), and no additional payment will be allowed therefor.

84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Section 84-1.01 "General," add the following:

All striping and markings shall be extruded thermoplastic reflective traffic stripes.

The high visibility crosswalks shall be striped 42" O.C.

Section 84-1-04 "Payment," add the following:

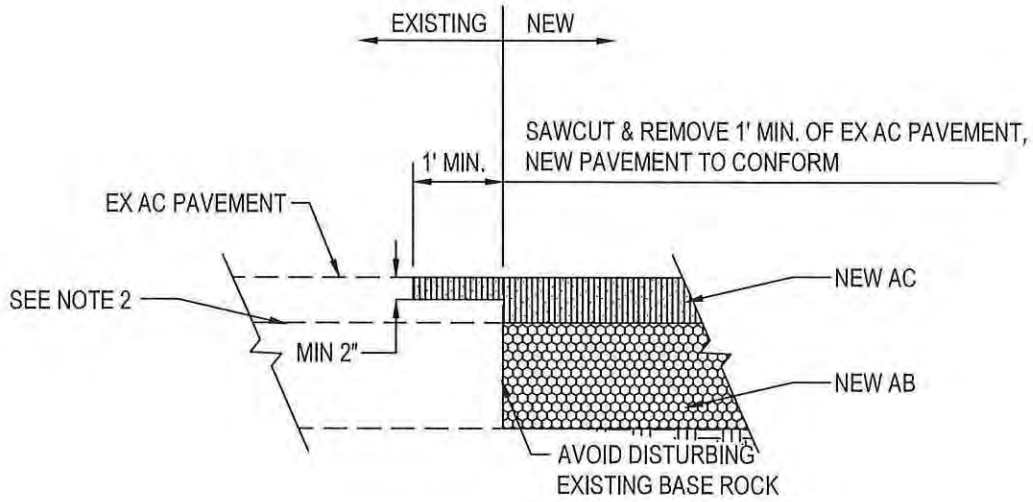
Pavement marking is measured and paid for by unit price of the unit measurements presented in the bid schedule.

APPENDICES

- A. CONSTRUCTION DETAILS
- B. CRACK SEAL MAPS
- C. SLURRY SEAL MAPS
- D. STRIPING PLANS
- E. MILL AND PAVE OPERATION (AC PATCHWORK)

APPENDIX A: CONSTRUCTION DETAILS

1. NEW-TO-EXISTING PAVING INTERFACE
2. SURVEY MONUMENT, FRAME TO COVER
3. ADJUSTING STREET FACILITIES TO GRADE
4. VALVE BOX

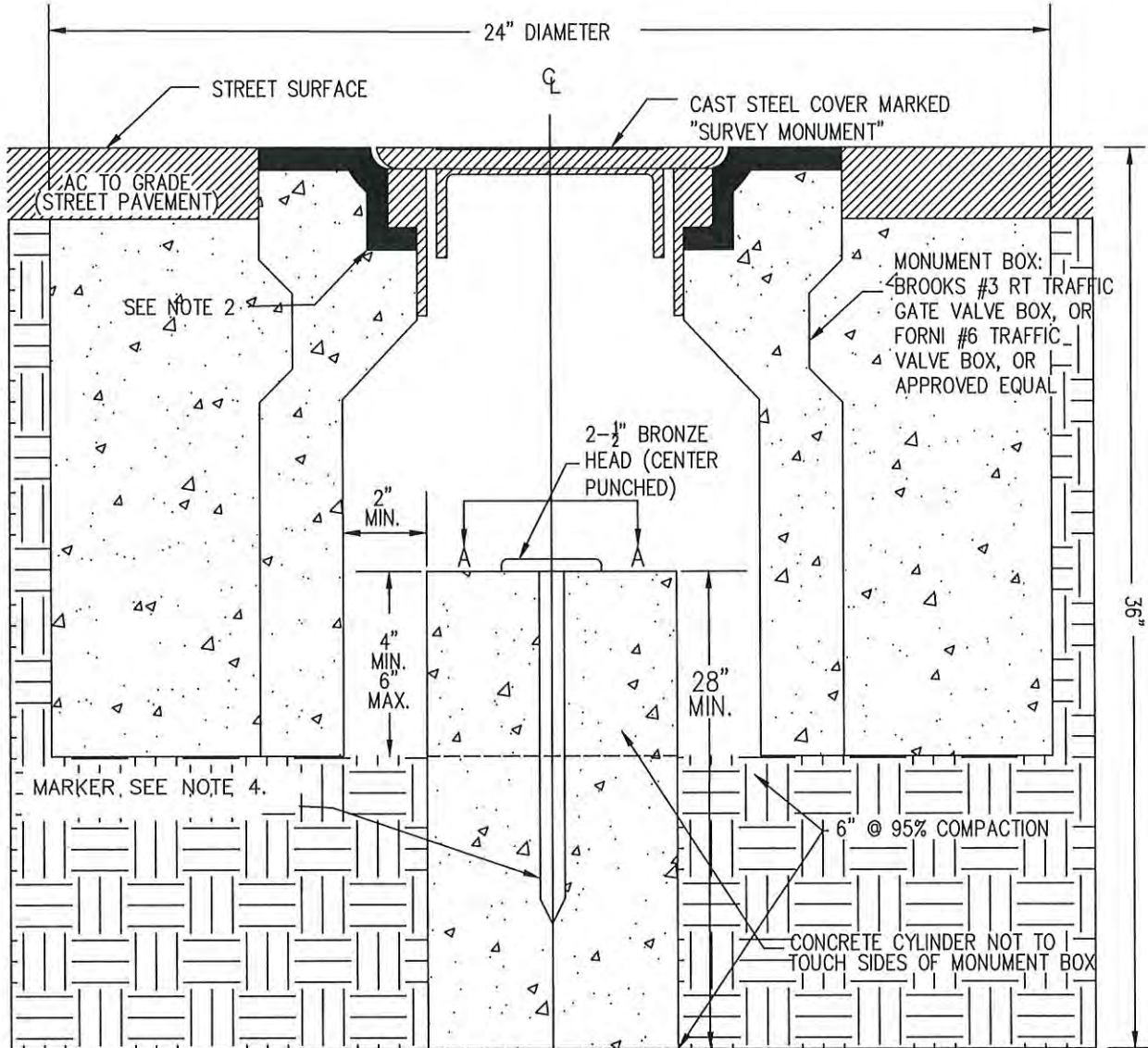


DETAIL

NOTES:

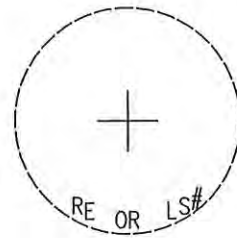
1. NO PAVEMENT CUTS AT AN ANGLE.
2. GRIND OR SAW CUT EXISTING ASPHALT CONCRETE A MINIMUM OF 1' FOOT WIDE TO ACCEPT NEW ASPHALT CONCRETE OVERLAY.
3. SEE SECTION 39 FOR ASPHALT CONCRETE, TACK COAT & PRIME COAT.

DRAWING DATE: 4/2019	NEW-TO-EXISTING PAVING INTERFACE	APPROVED BY: <i>Nader Shareghi</i> Public Works Director	
SCALE: NONE		DATE: 4/10/2019	DETAIL NO.: SC-24
DRAWN BY: AH/PK/PT	MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT		



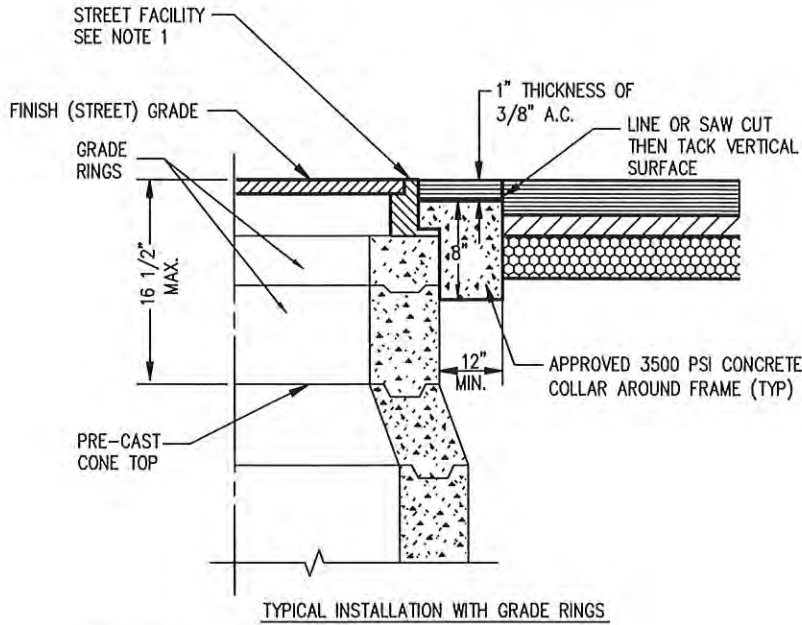
NOTES:

1. THE CONFIGURATION OF THE CAST IRON FRAME AND COVER MAY VARY FROM THAT SHOWN.
2. FRAME SHALL BE EMBEDDED IN CONCRETE A MINIMUM OF 3".
3. ALL PORTLAND CEMENT CONCRETE SHALL BE APPROVED 3500 PSI MIX OR "MINOR" WITH 1" MAXIMUM AGGREGATE.
4. SURVEY MARKERS SHALL BE FURNISHED BY THE CONTRACTOR. REGISTERED ENGINEER (RE) OR LAND SURVEYOR (LS) INFORMATION TO APPEAR ON THE SURVEY MARKERS AS SHOWN ON SECTION A-A.
5. CALTRANS TYPE D MONUMENT ALT. NO. 1 OR ALT. NO. 2, WITH COVER MARKER "MONUMENT", MAY BE USED AT THE CONTRACTOR'S OPTION (NOTE 4 APPLIES).
6. STREET TIES SHALL BE SUBMITTED AFTER THE MONUMENT IS SET.

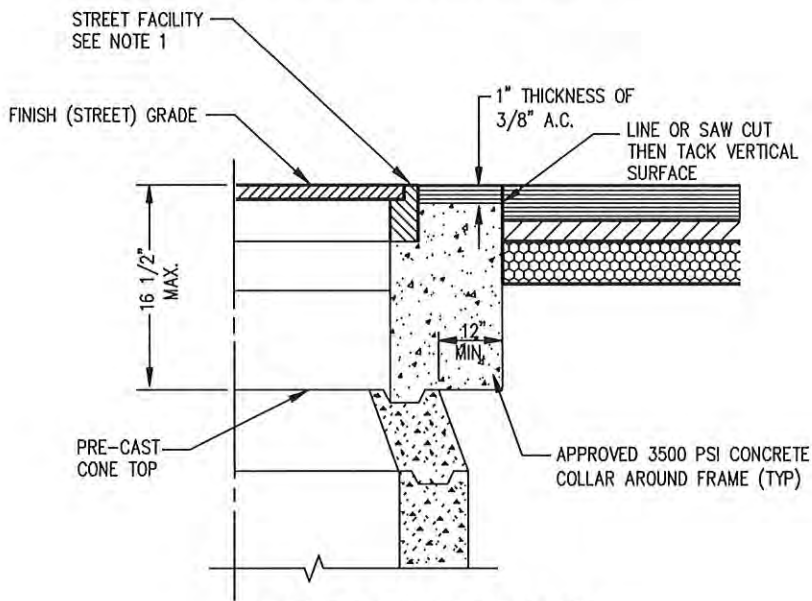


SECTION A-A

DRAWING DATE:	4/2019	SURVEY MONUMENT, FRAME AND COVER	APPROVED BY:	
SCALE:	NONE		<i>Nader Shareghi</i> Public Works Director	
DRAWN BY:	AH/PK/PT	MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT	DATE:	4/10/2019
			DETAIL NO.:	PAGE NO.:
			SC-29	138



TYPICAL INSTALLATION WITH GRADE RINGS



ALTERNATE SLIP FORMING OF GRADE RINGS

NOTES:

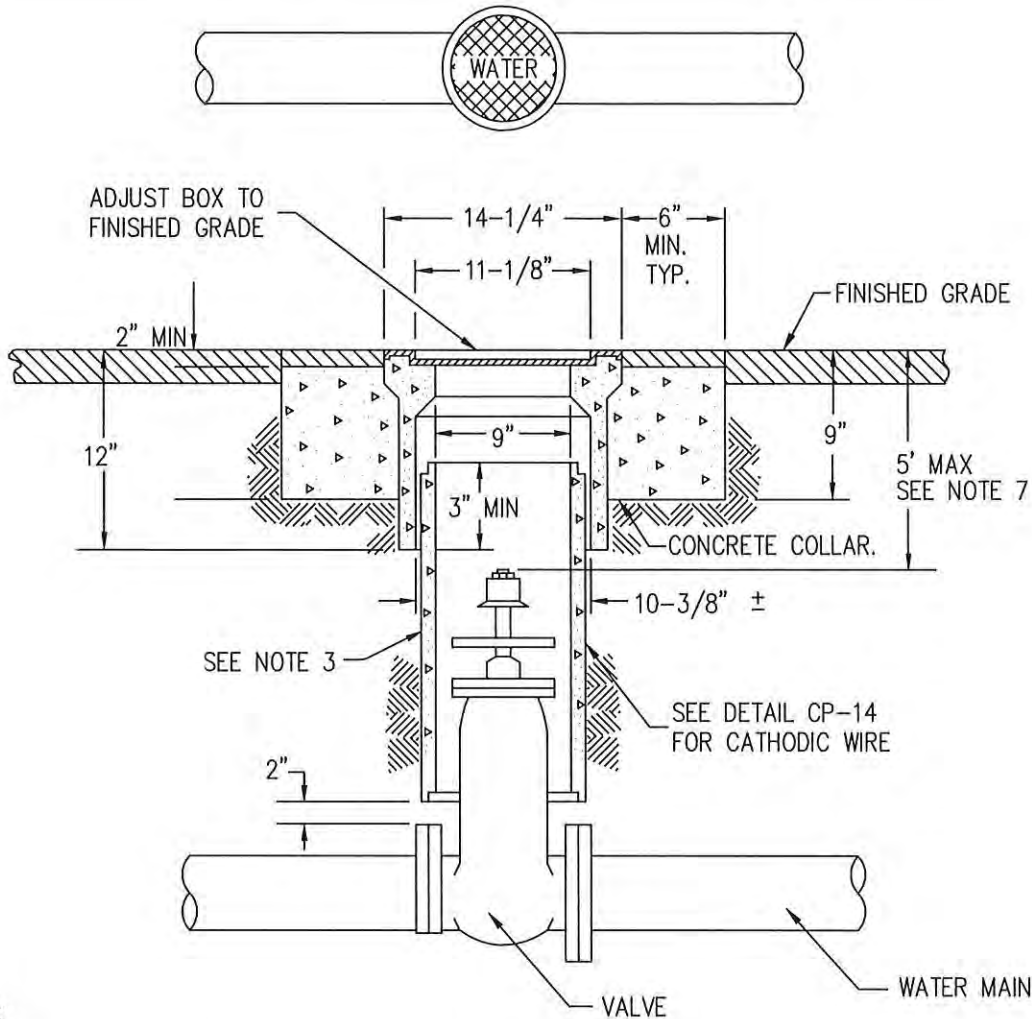
1. ELEVATION OF IRON FRAME SHALL MATCH FINISH STREET GRADE OF ADJACENT PAVEMENT
2. ALTERNATIVE SLIP FORMING OF GRADE RINGS
 CONTRACTOR MAY, WITH PRIOR APPROVAL FROM THE PUBLIC WORKS DIRECTOR, SLIP-FORM AN EXTENSION TO THE IRON COLLAR AS FOLLOWS:
 - A. USE A MINIMUM 12" THICK COLLAR AROUND THE CONE TOP (THEREBY COMBINING CONCRETE RINGS AND GROUT COLLAR INTO ONE MONOLITHIC PIECE OF CONCRETE).
 - B. USE APPROVED 3500 PSI CONCRETE
 - C. POUR COLLAR UP TO APPROXIMATELY 1" BELOW FINISH AC GRADE.
 - D. DISTANCE FROM TOP OF IRON MANHOLE RING AT STREET GRADE TO BOTTOM OF SLIP-FORMED TUBE WILL NOT EXCEED 16.5" (4.5" HIGH IRON RING PLUS 12" OF CONCRETE GRADE RINGS = 16.5").

DRAWING DATE:	4/2019
SCALE:	NONE
DRAWN BY:	AH/PT

ADJUSTING STREET FACILITIES TO GRADE

**MOUNTAIN HOUSE
COMMUNITY SERVICES DISTRICT**

APPROVED BY: <i>Nader Shareghi</i> Public Works Director	
DATE: 4/10/2019	
DETAIL NO.:	PAGE NO.:
SC-30	139



NOTES:

1. VALVE BOX AND LID SHALL BE CHRISTY NO. G5 OR AS APPROVED BY THE PUBLIC WORKS DIRECTOR.
2. ALL LIDS SHALL HAVE MACHINED SEATING SURFACES. ALL LIDS SHALL BE LABELED "WATER" w/ NO LOGO.
3. VALVE BOX RISERS SHALL BE MANUFACTURED FOR THE VALVE BOX SUPPLIED. VALVE BOX RISER TO BE ONE CONTINUOUS PIECE AND CENTERED ON VALVE. SHALL BE RISER OR 8" ϕ , CLASS 100 PVC. SEE NOTE 5 BELOW.
4. FOR BLOWOFF INSTALLATION, REFER TO DETAIL WS-05.
5. ALTERNATIVE VALVE BOX AND RISERS MAY BE USED WHERE APPROVED BY MHCS.
6. CONCRETE COLLAR NOT REQUIRED WHERE VALVE BOX IS LOCATED IN CONCRETE SIDEWALK AREA.
7. VALVE STEM EXTENSIONS SHALL BE USED TO COMPLY WITH 5' MAX. DISTANCE FROM GRADE TO NUT.
8. COATED TRACER WIRE SHALL BE USED.
9. IF NOT PAVED OR CONCRETE IS NOT PLACED (FUTURE & IMPROVED AREA), POUR A COLLAR AROUND THE VALVE BOX AND INSTALL A MARKER AS DIRECTED BY MHCS. USE APPROVED CURB & GUTTER MIX FOR CONCRETE COLLAR.


DRAWING DATE: 4/2019	VALVE BOX	APPROVED BY: <i>Nader Sharoghi</i> Public Works Director	
SCALE: NONE		DATE: 4/10/2019	DETAIL NO.: WS-04
DRAWN BY: AH/PK/PT/HE	MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT		PAGE NO.: 250

APPENDIX B: CRACK SEAL MAPS

1. MAP B-1: QUESTA NEIGHBORHOOD CRACK SEAL
2. MAP B-2: ARTERIALS CRACK SEAL

Map B-1: Questa Neighborhood Crack Seal
Mountain House CSD, CA

Legend

 Crack Seal Locations

Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.

Kelso Road

Byron Rd

Great Valley Pkwy

Mustang Way

Google Earth




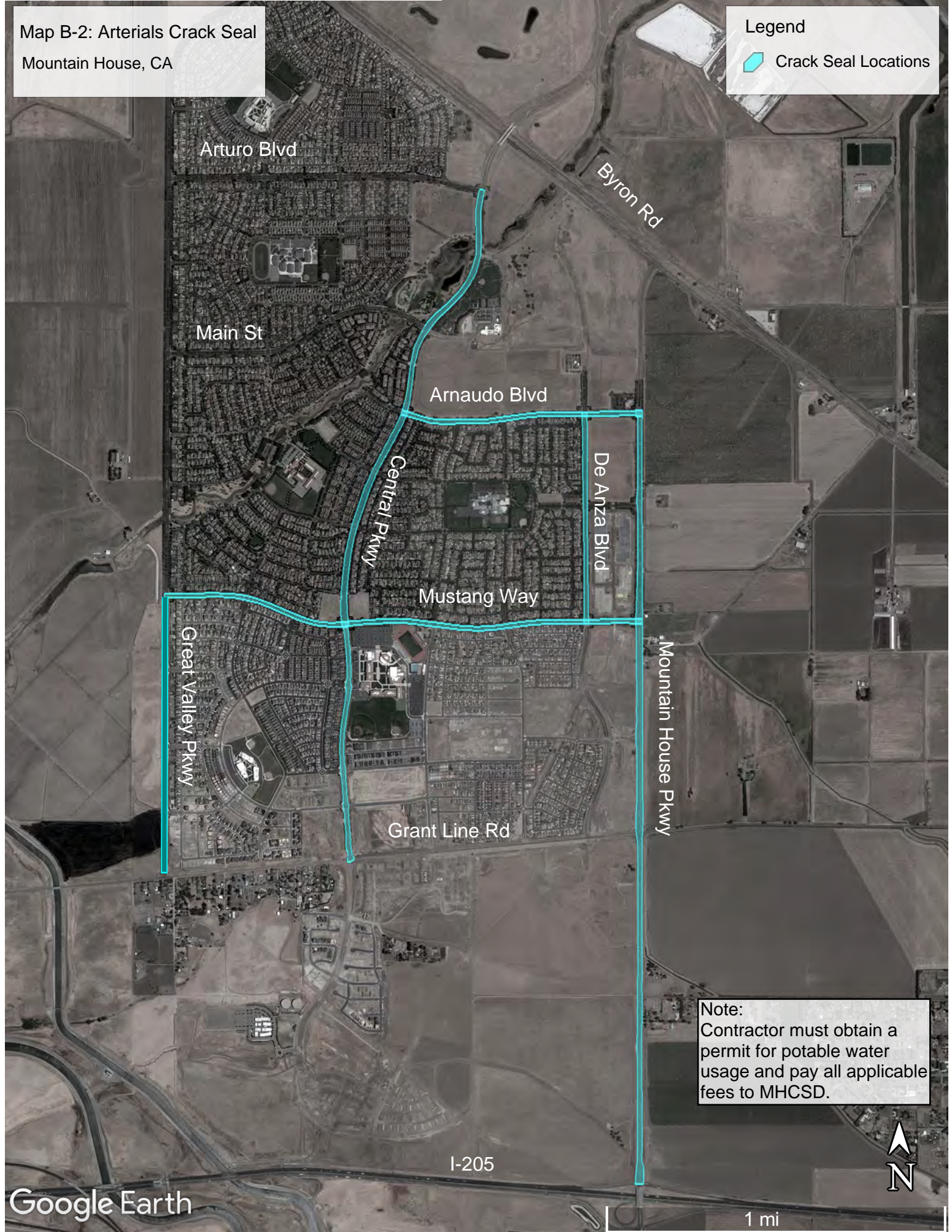
1000 ft



Map B-2: Arterials Crack Seal
Mountain House, CA

Legend

-  Crack Seal Locations



Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCS D.



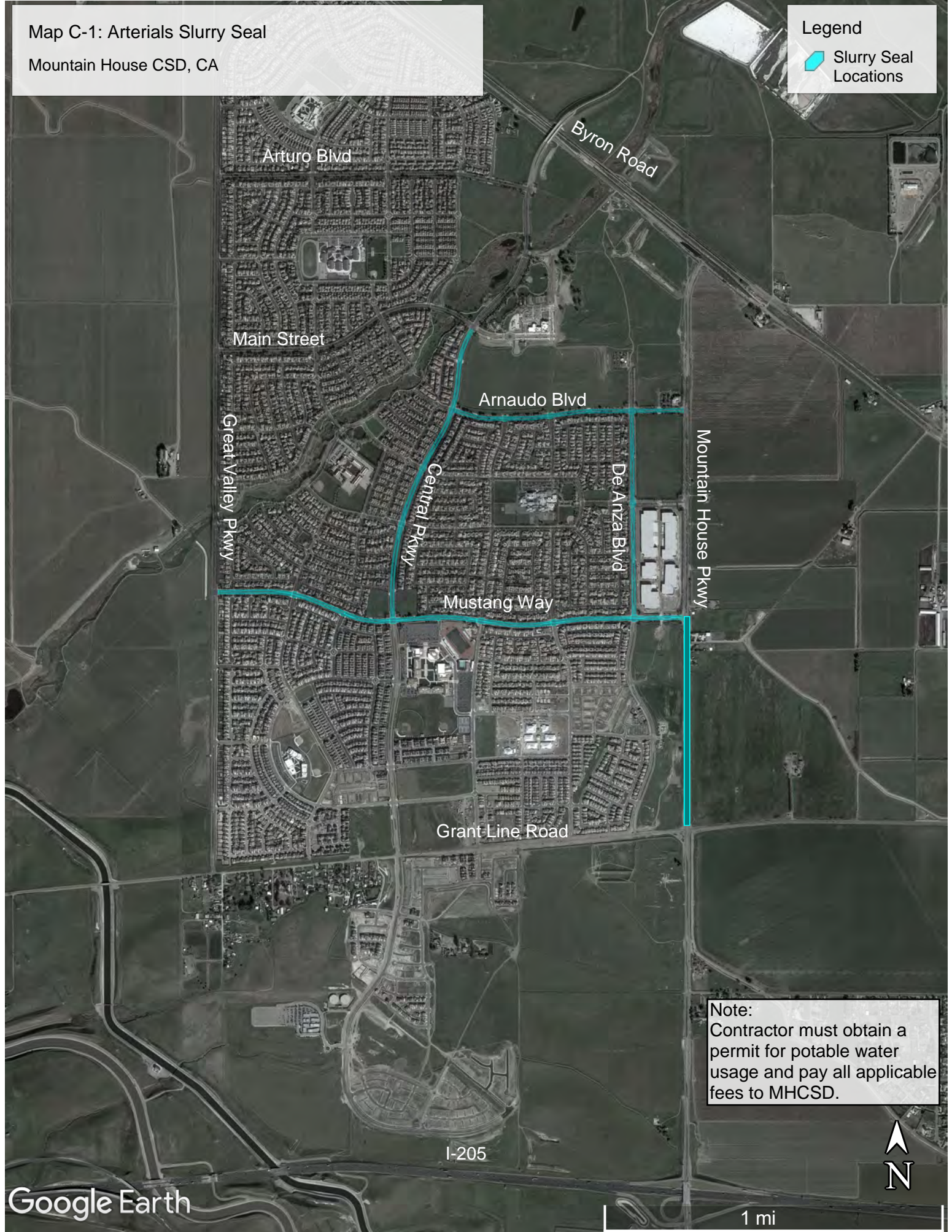
APPENDIX C: SLURRY SEAL MAPS

1. MAP C-1: ARTERIALS SLURRY SEAL

Map C-1: Arterials Slurry Seal
Mountain House CSD, CA

Legend

- Slurry Seal Locations



Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.



APPENDIX D: STRIPING PLANS

1. ARNAUDO BLVD. STRIPING PLANS
2. CENTRAL PKWY. STRIPING PLANS
3. DE ANZA BLVD. STRIPING PLANS
4. MUSTANG WAY STRIPING PLANS
5. MOUNTAIN HOUSE PKWY. STRIPING PLANS

Arnaudo Blvd

Central Pkwy to Tradition St

Legend

- Arrow
- Crosswalk
- Detail 14A
- Detail 38D
- Stop Bar
- Stop Legend



Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.



300 ft

Arnaudo Blvd

Tradition St to MH Pkwy

Legend

- Arrow
- Crosswalk
- Detail 14A
- Detail 38D
- Stop Bar
- Stop Legend









Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.

Central Pkwy

Mustang Way to Heritage Dr

Legend

-  Arrow
-  Crosswalk
-  Detail 14A
-  Detail 38D
-  Stop Bar
-  Stop Legend









Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.



Central Pkwy

Heritage Dr to Arnaudo Blvd

Legend

-  Arrow
-  Crosswalk
-  Detail 14A
-  Detail 38D
-  Stop Bar
-  Stop Legend









Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.



Central Pkwy

Arnaudo Blvd to Main St

Legend

-  Arrow
-  Crosswalk
-  Detail 14A
-  Detail 38D
-  Stop Bar
-  Stop Legend









Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.



De Anza Blvd

Mustang Way to Wicklund Crossing

Legend

-  Arrow
-  Crosswalk
-  Detail 14A
-  Detail 38D
-  Stop Bar
-  Stop Legend



Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.

De Anza Blvd

Wicklund Crossing to Arnaudo Blvd

Legend

- Arrow
- Crosswalk
- Detail 14A
- Detail 38D
- Stop Bar
- Stop Legend



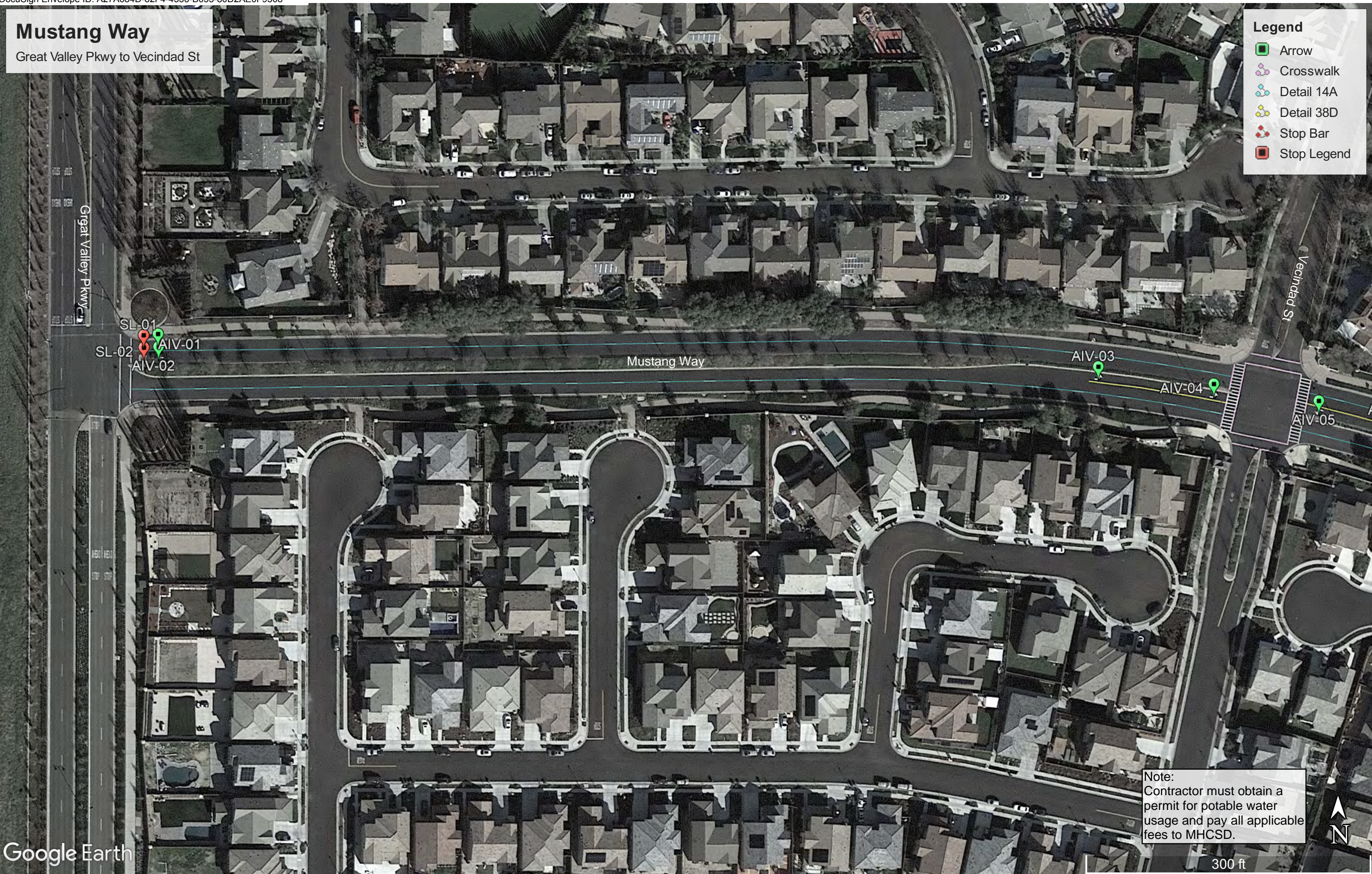
Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.

Mustang Way

Great Valley Pkwy to Vecindad St

Legend

- Arrow
- Crosswalk
- Detail 14A
- Detail 38D
- Stop Bar
- Stop Legend



Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.

Mustang Way

Vecindad St to Central Pkwy

Legend

- Arrow
- Crosswalk
- Detail 14A
- Detail 38D
- Stop Bar
- Stop Legend



Note:
 Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCS D.



Mustang Way

Central Pkwy to Tradition St

Legend

- Arrow
- Crosswalk
- Detail 14A
- Detail 38D
- Stop Bar
- Stop Legend









Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.



Mustang Way

Tradition St To Prosperity St

Legend

-  Arrow
-  Crosswalk
-  Detail 14A
-  Detail 38D
-  Stop Bar
-  Stop Legend









Note:
 Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCS.

Mustang Way

Prosperity St to MH Pkwy

Legend

-  Arrow
-  Crosswalk
-  Detail 14A
-  Detail 38D
-  Stop Bar
-  Stop Legend



AIV-21
20

AIV-22 AIV-23

AIV-24 AIV-25

AIV-26 AIV-27

AIV-28 AIV-29 AIV-30 AIV-31 AIV-32 AIV-33

Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.








400 ft

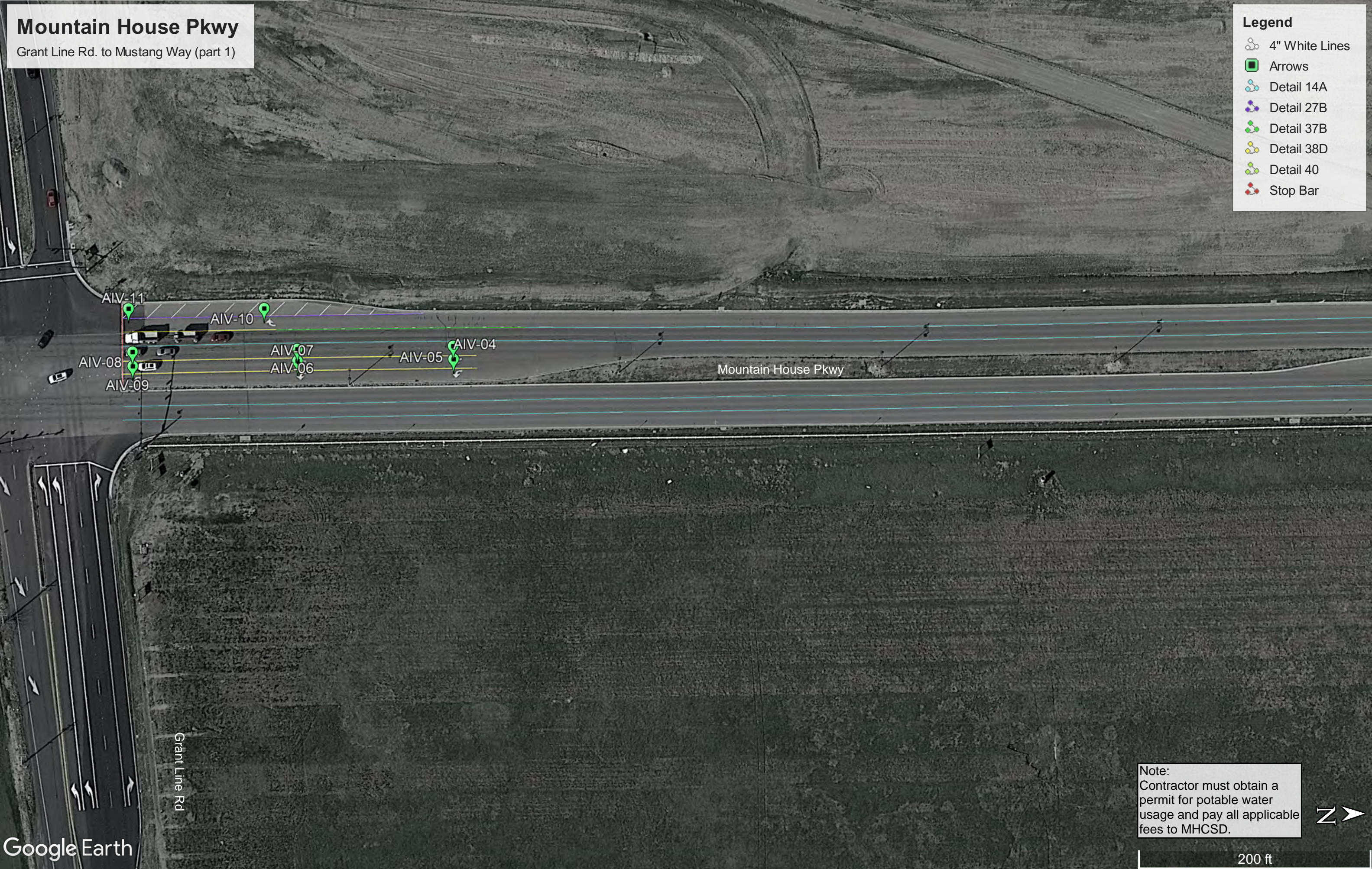


Mountain House Pkwy

Grant Line Rd. to Mustang Way (part 1)

Legend

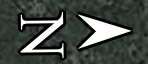
-  4" White Lines
-  Arrows
-  Detail 14A
-  Detail 27B
-  Detail 37B
-  Detail 38D
-  Detail 40
-  Stop Bar



Mountain House Pkwy

Grant Line Rd

Note:
 Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.



200 ft

Mountain House Pkwy

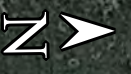
Grant Line Rd. to Mustang Way (part 2)

Legend

- 4" White Lines
- Arrows
- Detail 14A
- Detail 27B
- Detail 37B
- Detail 38D
- Detail 40
- Stop Bar



Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.



200 ft

Mountain House Pkwy

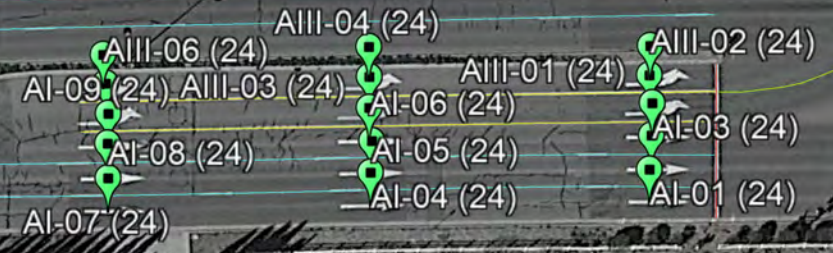
Grant Line Rd. to Mustang Way (part 3)

Legend

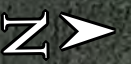
- 4" White Lines
- Arrows
- Detail 14A
- Detail 27B
- Detail 37B
- Detail 38D
- Detail 40
- Stop Bar

Mustang Way

Mountain House Pkwy



Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.



200 ft

APPENDIX D: MILL AND PAVE OPERATION
(AC PATCHWORK)

1. GRINDING AND PAVING MAP
2. GRINDING AND PAVING DATASHEET

Grinding and Paving Map

Mountain House, CA

Legend

▣ Grind and Pave Location

G910

G701

G708

G707
G709 G710

G703

G704

G706

G705

Note:
Contractor must obtain a
permit for potable water
usage and pay all applicable
fees to MHCSD.



Grinding and Paving Datasheet

Section	ID	Location	Failure Type	Remediation	L(ft.)	W(ft.)	D(in.)	Quantity
700	G701	Central Pkwy NB, between Arnaudo Blvd and Main St	Alligator Cracks	Grind & Pave (Ton)	62	6	2	4.7
700	G702	Central Pkwy SB, between Main St and Arnaudo Blvd	Alligator Cracks	Grind & Pave (Ton)	58	4	2	2.9
700	G703	Central Pkwy NB, between Legacy Dr and Arnaudo Blvd	Alligator Cracks	Grind & Pave (Ton)	31	8	2	3.1
700	G704	Central Pkwy NB, between Legacy Dr and Arnaudo Blvd	Alligator Cracks	Grind & Pave (Ton)	48	4	2	2.4
700	G705	Intersection of Central Pkwy and Mustang Way WB	Localized Depression	Grind & Pave (Ton)	19	29	2	6.9
700	G706	De Anza Blvd NB, between Wicklund X Wy and Arnaudo Blvd	Localized Depression	Grind & Pave (Ton)	40	7	2	3.5
700	G707	Arnaudo Blvd WB, between MH Pkwy and De Anza Blvd	Alligator Cracks	Grind & Pave (Ton)	36	5	2	2.3
700	G708	Arnaudo Blvd WB, between De Anza Blvd and Providence St	Alligator Cracks	Grind & Pave (Ton)	12	5	2	0.8
700	G709	Arnaudo Blvd EB, between De Anza Blvd and MH Pkwy	Alligator Cracks	Grind & Pave (Ton)	7	4	2	0.4
700	G710	Arnaudo Blvd EB, between De Anza Blvd and MH Pkwy	Alligator Cracks	Grind & Pave (Ton)	113	6	2	8.5
900	G910	Escuela Dr, Between Great Valley Pkwy and Amor St (WB)	Localized Depression	Grind & Pave (Ton)	44	8	4	8.8

Note:
Contractor must obtain a permit for potable water usage and pay all applicable fees to MHCSD.



Mountain House Community Services District

251 E Main Street, Mountain House, CA 95391

Tel (209) 831-2300 • Fax (209) 831-5610

www.mountainhousecsd.org

September 7, 2021

Project: Mountain House Arterials and Questa Village Pavement Repair Project

Subject: Addendum -1

To all potential bidders,

Item #1:

Bid due date and time for Mountain House Arterials and Questa Village Pavement Repair Project has been postponed to 1:30 PM on September 20, 2021

If you have any questions, please contact us.

Respectfully,

DocuSigned by:

Hamid Parsa

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Hamid Parsa, P.E.

Project Manager



Mountain House Community Services District

251 E Main Street, Mountain House, CA 95391

Tel (209) 831-2300 • Fax (209) 831-5610

www.mountainhousecsd.org

September 14, 2021

Project: Mountain House Arterials and Questa Village Pavement Repair Project

Subject: Addendum -2

To all potential bidders,

Item #1:

The engineers estimate for crack seal is approximately 40,000 Lineal Feet.

If you have any questions, please contact us.

Respectfully,

Hamid Parsa, P.E.
Project Manager



Mountain House Community Services District

251 E Main Street, Mountain House, CA 95391

Tel (209) 831-2300 • Fax (209) 831-5610

www.mountainhousecsd.org

September 14, 2021

Project: Mountain House Arterials and Questa Village Pavement Repair Project

Subject: Addendum -3

To all potential bidders,

Item #1:

In Section 8 of the bid package, Page 8-1, change the start date to September 27, 2021.

If you have any questions, please contact us.

Respectfully,

Hamid Parsa, P.E.
Project Manager

EXHIBIT B
COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

1) **Compensation Schedule.**

Silicon Valley Paving, Inc.						
Section Title	Line Item	Item Description	UofM	Quantity	Unit Price	Extension
Base Bid						\$678,660.00
	1	Traffic Control System	LS	1	\$55,000.00	\$55,000.00
	2	Water Pollution Control	LS	1	\$5,000.00	\$5,000.00
	3	Clearing and Grubbing	LS	1	\$1,000.00	\$1,000.00
	4	Crack Seal Treatment (See Crack Seal Maps)	LS	1	\$125,000.00	\$125,000.00
	5	Markings and Striping (See Markings and Striping Maps, 5 locations)	LS	1	\$154,000.00	\$154,000.00
	6	Slurry Seal (See Slurry Seal Map, 5 locations)	SQ YD	140300	\$2.20	\$308,660.00
	7	Hot Mix Asphalt (HMA) Grind and Pave	TON	50	\$600.00	\$30,000.00
Base Bid Total:						\$678,660.00

2) **Reimbursable Expenses.**

Reimbursable expenses for Contractors working for MHCS D shall follow the guidelines outlined below. An invoice and receipts, outlining travel expenses, shall be submitted to NHCS D after the travel has occurred.

Expense Type	Reimbursement Policies	Receipt Required
Airfare	Actual cost of the least expensive class available. Business class and first class are not reimbursable.	Yes
Airline Baggage Fees	Actual expense.	Yes
Rental Car	Reimbursement for rental cars will be for a standard size car or smaller and will be reimbursed for the actual expense.	Yes
Airport Shuttle	Actual expense, including gratuity.	Yes
Taxi	Actual expense, including gratuity.	Yes
Meals & Incidentals	Actual expense, including gratuity. Itemized receipts must be included for reimbursement. No alcohol. Other incidentals per itemized receipt.	Yes
Hotel	Lodging obtained will be reasonable and in line with the moderate priced hotels for the area. Reimbursement will be only for room charge, taxes, and parking (if applicable). Itemized receipts must be included for reimbursement.	Yes
Privately Owned Vehicle Mileage Rate	IRS allowable rate for the current year.	No

Office Incidentals	Actual expense. Copies/printing, courier/express delivery fees, phone calls.	Yes
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EXHIBIT C
INSURANCE REQUIREMENTS

- 1) **Required Coverage.** Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS</u>
<p>Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</p>	<p>\$1,000,000 per occurrence; Bodily Injury and Property Damage \$2,000,00 in the aggregate; Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis</p>
<p>Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities</p>	<p>\$1,000,000 per occurrence; Any Auto; Bodily Injury and Property Damage. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.</p>
<p>Workers’ Compensation (WC) and Employers Liability (EL) Required for all contractors with employees</p>	<p>WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease. Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer shall waive all rights of subrogation against MHCS D and its officers, officials, employees, and volunteers for loss arising from Work performed under this Agreement</p>
<p>Professional Liability/Errors & Omissions Includes endorsements of contractual liability</p>	<p>\$1,000,000 per occurrence \$2,000,000 policy aggregate; Any deductible or self-insured retention shall not exceed \$150,000 per claim</p>

- 2) **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a) **Term.** All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until

three (3) years following termination and acceptance of all Work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.

- b) Additional Insured. All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: Mountain House Community Services District, its Board of Directors, and all MHCSO officers, agents, employees, volunteers and representatives.
- c) Primary Insurance. For any claims related to this Agreement or the Work hereunder, the Contractor's insurance covered shall be primary insurance as respects MHCSO, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by MHCSO, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- d) Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to MHCSO.
- e) Certificates of Insurance. Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to MHCSO, evidencing that all required insurance coverage is in effect. MHCSO reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies.
- f) Subcontractors. Contractor shall include all subcontractors as an insured (covered party) 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.
- g) Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:
 - i) The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - ii) Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the Work, so long as commercially available at reasonable rates.
 - iii) If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must purchase an extended period coverage for a minimum of three (3) years after completion of Work under this Agreement.
 - iv) A copy of the claim reporting requirements must be submitted to MHCSO for review prior to the commencement of any Work under this Agreement.

3) **All Policies Requirements.**

- a) Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII. Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to MHCSO. Acceptance of Contractor's insurance by MHCSO shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- b) Deductibles and Self-Insured Retentions. Contractor shall disclose to and obtain the written approval of MHCSO for the self-insured retentions and deductibles before beginning any of the Work called for by any term of this Agreement. At the option of MHCSO, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects MHCSO, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to MHCSO guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- c) Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- d) Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all Work performed by Contractor, its employees, agents, and subcontractors.

4) **Remedies.** In addition to any other remedies MHCSO may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, MHCSO may, at its sole option exercise any of the following remedies, which are alternatives to other remedies MHCSO may have and are not the exclusive remedy for Contractor's breach:

- a) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- b) Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- c) Terminate this Agreement.

EXHIBIT D
REQUIREMENTS OF PUBLIC WORKS CONTRACTS

1) Wages.

- a) In accordance with Labor Code Section 1773.2, MHCS D has determined the general prevailing wages in the locality in which the Work described in Exhibit A are to be performed for each craft or type of work needed, as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in MHCS D Public Works Office, and shall be made available on request. Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.
- b) In accordance with Labor Code Section 1775, Contractor and any subcontractors engaged in performance of the Work shall comply with Labor Code Section 1775, which establishes a penalty of up to \$200 per day for each worker engaged in the performance of the Work for which Contractor or any subcontractor pays less than the specified prevailing wage. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or subcontractor had knowledge of their obligations under the Labor Code. Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, Contractor is not liable for any penalties therefore unless Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:
- i) The contract executed between Contractor and the subcontractor for the performance of part of the Work shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - ii) Contractor shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
 - iii) Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
 - iv) Prior to making final payment to the subcontractor, Contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the Work any amounts due pursuant to Labor Code Section 1813.
- c) In accordance with Labor Code Section 1776, Contractor and each subcontractor engaged in performance of the Work shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record shall contain

or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i) The information contained in the payroll record is true and correct.
- ii) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to Labor Code Section 1776 shall be certified and shall be available for inspection by MHCSD and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations, and shall otherwise be available for inspection in accordance with Labor Code Section 1776.

- d) In accordance with Labor Code Section 1777.5, Contractor, on behalf of Contractor and any subcontractors engaged in performance of the Work, shall be responsible for ensuring compliance with Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- e) Contractor or any subcontractor, in performance of the Work, employs any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, Contractor shall pay the minimum rate of wages specified therein for the classification that most nearly corresponds to the Work performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

2) **DIR Registration.**

At all times, Contractor shall be registered with the Department of Industrial Relations and qualified to perform public work consistent with Labor Code section 1725.5, except in limited circumstances as set forth in Labor Code section 1771.1. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Contractor agrees, in accordance with Section 1771.4 of the Labor Code, that if the Work under this Agreement qualifies as a public works project, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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