



CITY OF HUGHSON  
**CITY COUNCIL MEETING**  
CITY HALL COUNCIL CHAMBERS  
(WEBEX VIDEOCONFERENCE)  
7018 Pine Street, Hughson, CA

**AGENDA**  
**MONDAY, JANUARY 25, 2021 – 7:00 P.M.**

**SPECIAL NOTICE**  
**Coronavirus COVID-19**

**MEMBERS OF THE PUBLIC MAY REMOTELY OBSERVE THE MEETING VIA WEBEX VIDEOCONFERENCE. THIS MEETING WILL NOT INCLUDE IN PERSON PUBLIC ATTENDANCE.**

**This meeting will be held in accordance with the Governor's Stay at Home Executive Order N-33-20 and will not include in person public attendance. Members of the public may observe the meeting and provide comments to the Council as described below.**

**How to observe/participate in the Meeting:**

- You can observe the meeting via WebEx Videoconference, by accessing this link:

<https://cityofhughson.my.webex.com/cityofhughson/my/j.php?MTID=m40752b8e410c62dad6d523e088c297e>

**Meeting Number (Access Code):** 126 295 0447

**Password:** kZ5NMJpJ2r4 (59566575 from phones and video systems)

- In addition, recorded City Council meetings are posted on the City's website the first business day following the meeting. Recorded videos can be accessed with the following link: <http://hughson.org/our-government/city-council/#council-agenda>

**How to submit Public Comment:**

- Email will be available prior to 6:45 PM on January 25, 2021, to provide public comment for the Public Comment Period, or for a specific agenda item. Please email [agose@hughson.org](mailto:agose@hughson.org). Written comment will be distributed to the City Council and kept on file as part of official record of the Council meeting.
- Verbal comment will be available via WebEx Videoconference. If you would like to provide verbal comment, please send a request to [agose@hughson.org](mailto:agose@hughson.org), by 6:45 PM on January 25, 2021.

**CALL TO ORDER:** Mayor George Carr

**ROLL CALL:** Mayor George Carr  
Mayor Pro Tem Harold Hill  
Councilmember Ramon Bawanan  
Councilmember Samuel Rush

**FLAG SALUTE:** Mayor George Carr

**INVOCATION:** Hughson Ministerial Association

---

**1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):**

Members of the audience may address the City Council on any item of interest to the public pertaining to the City and may step to the podium, state their name and city of residence for the record (requirement of name and city of residence is optional) and make their presentation. Please limit presentations to five minutes. Since the City Council cannot take action on matters not on the agenda, unless the action is authorized by Section 54954.2 of the Government Code, items of concern, which are not urgent in nature can be resolved more expeditiously by completing and submitting to the City Clerk a "Citizen Request Form" which may be obtained from the City Clerk.

**2. PRESENTATIONS:** NONE.

**3. CONSENT CALENDAR:**

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

3.1: Approve the Minutes of the Regular Meeting of January 11, 2021.

3.2: Approve the Warrants Register.

3.3: Approve the Treasurer's Report for November 2020.

3.4: Adopt Resolution No. 2021-03, Approving the City's Membership in the Valley Water Collaborative and Authorizing the Payment of Membership Fees and all Costs Associated with Meeting Nitrate Compliance Order R5-2012-0003.

- 3.5:** Adopt Resolution No. 2021-04, Removing Former Mayor Jeramy Young, and Adding New Mayor George Carr as a Signatory on the City of Hughson Bank Accounts at Bank of the West, Effective February 8, 2021.

**4. UNFINISHED BUSINESS:**

- 4.1:** Appoint a Qualified Resident of the City of Hughson to Fill the City Council Vacancy.
- 4.2:** Approve the 2021 City Council Appointments to Boards and Committees.

**5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: NONE.**

**6. NEW BUSINESS:**

- 6.1:** Authorize City Staff to Release Bid Documents for the Walker Lane Improvement Project.

**7. CORRESPONDENCE: NONE.**

**8. COMMENTS:**

- 8.1:** Staff Reports and Comments: (Information Only – No Action)

**City Manager:**

**Deputy City Clerk:**

**Community Development Director:**

**Police Services:**

**City Attorney:**

- 8.2:** Council Comments: (Information Only – No Action)

- 8.3:** Mayor's Comments: (Information Only – No Action)

**9. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.**

**ADJOURNMENT:**

### **Notice Regarding Non-English Speakers:**

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

### **WAIVER WARNING**

If you challenge a decision/direction of the City Council in court, you may be limited to raising only those issues you or someone else raised at a public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Hughson at or prior to, the public hearing(s).

### **AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT NOTIFICATION FOR THE CITY OF HUGHSON**

This Agenda shall be made available upon request in alternative formats to persons with a disability as required by the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) and the Ralph M. Brown Act (California Government Code Section 54954.2).

**Disabled or Special needs Accommodation:** In compliance with the Americans with Disabilities Act, persons requesting a disability related modification or accommodation in order to participate in the meeting and/or if you need assistance to attend or participate in a City Council meeting, please contact the City Clerk's office at (209) 883-4054. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring that reasonable accommodations are made to provide accessibility to the meeting.

### **UPCOMING EVENTS:**

<b>January 26</b>	▪ AB1234 Ethics Training, WebEx Videoconference, 10:00 AM
<b>February 8</b>	▪ City/School 2+2 Committee Meeting, HUSD District Office, 5:30 P.M.
<b>February 8</b>	▪ City Council Meeting, Via WebEx Videoconference, 7:00 PM
<b>February 9</b>	▪ Parks, Recreation and Entertainment Commission Meeting, Via WebEx Videoconference, 6:00 PM
<b>February 12</b>	▪ <b>President Lincoln's Birthday (City Hall Closed)</b>
<b>February 15</b>	▪ <b>President's Day (City Hall Closed)</b>

<b>February 16</b>	<ul style="list-style-type: none"> <li>▪ Planning Commission Meeting, WebEx Videoconference, 6:00 P.M. <b>Tentative</b></li> </ul>
<b>February 22</b>	<ul style="list-style-type: none"> <li>▪ City Council Meeting, Via WebEx Videoconference, 7:00 PM</li> </ul>

**General Information:** The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 7:00 p.m., unless otherwise noticed.

**Council Agendas:** The City Council agenda is now available for public review at the City's website at [www.hughson.org](http://www.hughson.org) and City Clerk's Office, 7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

**Questions:** Contact the City Clerk at (209) 883-4054.

### AFFIDAVIT OF POSTING

**DATE:** January 22, 2021      **TIME:** 6:55 AM  
**NAME:** Ashton Gose      **TITLE:** Deputy City Clerk



## **CITY COUNCIL AGENDA ITEM NO. 3.1 SECTION 3: CONSENT CALENDAR**

**Meeting Date:** January 25, 2021  
**Subject:** Approval of the City Council Minutes  
**Presented By:** Ashton Gose, Deputy City Clerk

**Approved By:** Merry Mayhew

---

### **Staff Recommendation:**

Approve the Minutes of the Regular Meeting of January 11, 2021.

### **Background and Overview:**

The draft minutes of the January 11, 2021 meeting are prepared for the Council's review.



**CITY OF HUGHSON**  
**CITY COUNCIL MEETING**  
CITY HALL COUNCIL CHAMBERS  
(WEBEX VIDEOCONFERENCE)  
7018 PINE STREET, HUGHSON, CA

**MINUTES**  
**MONDAY, JANUARY 11, 2021 – 7:00 P.M.**

**SPECIAL NOTICE**  
**Coronavirus COVID-19**

THIS MEETING WAS HELD REMOTELY WITHOUT IN PERSON PUBLIC ATTENDANCE IN ACCORDANCE WITH THE GOVERNOR'S STAY AT HOME EXECUTIVE ORDER N-33-20.

**CALL TO ORDER:** Mayor Pro Tem George Carr

**ROLL CALL:**

Present: Mayor Pro Tem George Carr  
Councilmember Harold Hill (via videoconference)  
Councilmember Ramon Bawanan (via videoconference)  
Councilmember Samuel Rush (via videoconference)

Staff Present: Merry Mayhew, City Manager  
Ashton Gose, Deputy City Clerk  
Daniel Schroeder, City Attorney  
Lea Simvoulakis, Community Development Director (via videoconference)  
Lisa Whiteside, Finance Manager (via videoconference)  
Jose Vasquez, Public Works Superintendent (via videoconference)  
Jaime Velazquez, Utilities Superintendent (via videoconference)  
Fidel Landeros, Chief of Police (via videoconference)

---

**1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):**

**NONE.**

**2. COUNCIL APPOINTMENTS:**

- 2.1:** Appoint a Current Councilmember to Fill the Office of Mayor Vacancy.

**HILL/BAWANAN 4-0-0-0 motion passes to appoint Councilmember George Carr to fill the office of Mayor vacancy by the following roll call vote:**

<b>BAWANAN</b>	<b>HILL</b>	<b>RUSH</b>	<b>CARR</b>
AYE	AYE	AYE	AYE

- 2.2:** Appointment of a Mayor Pro Tem of the Hughson City Council.

**CARR/BAWANAN 4-0-0-0 motion passes to appoint Councilmember Harold Hill as the Mayor Pro Tem of the Hughson City Council with the following roll call vote:**

<b>BAWANAN</b>	<b>HILL</b>	<b>RUSH</b>	<b>CARR</b>
AYE	AYE	AYE	AYE

**3. PRESENTATIONS: NONE.**

**4. CONSENT CALENDAR:**

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

- 4.1:** Approve the Minutes of the Regular Meeting of December 14, 2020.

- 4.2:** Approve the Warrants Register.

- 4.3:** Adopt Resolution No. 2021-01, Approving an Amendment to the Professional Services Agreement with North Valley Labor Compliance Services for the Management of Labor Compliance Services Associated with the City of Hughson Well 7 Replacement Project, Phase IV.

**HILL/RUSH 4-0-0-0 motion passes to approve the Consent Calendar subject to revision with the following roll call vote:**



<b>BAWANAN</b>	<b>HILL</b>	<b>RUSH</b>	<b>CARR</b>
AYE	AYE	AYE	AYE

**ADJOURN TO THE CITY OF HUGHSON SUCCESSOR AGENCY TO THE CITY OF HUGHSON REDEVELOPMENT AGENCY MEETING - 7:13 PM**

**RECONVENE TO THE CITY OF HUGHSON CITY COUNCIL MEETING – 7:19 PM**

**5. UNFINISHED BUSINESS:**

**5.1:** Direct Staff on the Process for Filling the City Council Vacancy.

**Mayor Carr opened public comment at 7:23 PM. There was no public comment. Mayor Carr closed public comment at 7:23 PM.**

**BAWANAN/HILL 4-0-0-0 motion passes to put an appointment for the City Council vacancy on the agenda of the regularly scheduled January 25, 2021 City Council meeting with the following roll call vote:**

<b>BAWANAN</b>	<b>HILL</b>	<b>RUSH</b>	<b>CARR</b>
AYE	AYE	AYE	AYE

**6. PUBLIC HEARING TO CONSIDER THE FOLLOWING:**

**7. NEW BUSINESS:**

**7.1:** Discussion and Appointment of Volunteers to the San Joaquin Valley Air Pollution Control District: Special City Selection Committee and the JPA-West Turlock Subbasin Groundwater Sustainability Agency and Discussion and Appointment of or Declining of Appointment to the Homeless Alliance Board.

**CARR/RUSH 4-0-0-0 motion passes to decline the appointment of a member to the Homeless Alliance Board with the following roll call vote:**

<b>BAWANAN</b>	<b>HILL</b>	<b>RUSH</b>	<b>CARR</b>
AYE	AYE	AYE	AYE

**7.2:** Adopt Resolution No.2021-02, Approving the City of Hughson Debt Management Policy, effective January 11, 2021.

**City Manager Mayhew presented the staff report on this item.**

**Mayor Carr opened public comment at 7:33 PM. There was no public comment. Mayor Carr closed public comment at 7:33 PM.**

**CARR/RUSH 4-0-0-0 motion passes to adopt Resolution No. 2021-02, Approving the City of Hughson Debt Management Policy, effective January 11, 2021 with the following roll call vote:**

<b>BAWANAN</b>	<b>HILL</b>	<b>RUSH</b>	<b>CARR</b>
AYE	AYE	AYE	AYE

**8. CORRESPONDENCE: NONE.**

**9. COMMENTS:**

**9.1:** Staff Reports and Comments: (Information Only – No Action)

**City Manager:**

City Manager Mayhew informed the City Council that a Request for Proposals for a General Plan Update will be put out in 2021. She also informed the Council that three (3) employment recruitments are being advertised for the City.

**Deputy City Clerk:**

Deputy City Clerk Gose provided a reminder to the Council regarding the required AB1234 Ethics Training scheduled for January 26, 2021.

**Community Development Director:**

Director Simvoulakis announced her resignation from the City of Hughson. She also provided an update regarding development within the City.

**Police Services:**

Chief Landeros provided the City Council with the latest Crime Statistic Report.

**8.2:** Council Comments: (Information Only – No Action)

**Councilmember Bawanan congratulated Mayor Carr and Mayor Pro Tem Hill on their appointments. He attended an AB1825 Sexual Harassment Training on January 6, 2021. He thanked staff and Hughson PD for continued hard work.**

**Councilmember Rush congratulated Mayor Carr and Mayor Pro Tem Hill on their appointments. He also thanked Hughson PD for continued hard work.**

**Mayor Pro Tem Hill congratulated Mayor Carr on his appointment. He also thanked the Council for his appointment to Mayor Pro Tem.**

**8.3:** Mayor's Comments: (Information Only – No Action)

**Mayor Carr thanked the Council for his appointment to Mayor. He provided information regarding COVID-19 local resources that can be found by dialing 2-1-1.**

**10. CLOSED SESSION TO DISCUSS THE FOLLOWING: NONE.**

**ADJOURNMENT:**

**Motion passes to adjourn the regular meeting of January 11, 2021 at 7:45 PM with the following roll call vote:**

<b>BAWANAN</b>	<b>HILL</b>	<b>RUSH</b>	<b>CARR</b>
AYE	AYE	AYE	AYE

**APPROVED:**

\_\_\_\_\_  
**GEORGE CARR, Mayor**

**ATTEST:**

\_\_\_\_\_  
**ASHTON GOSE, Deputy City Clerk**



## CITY COUNCIL AGENDA ITEM NO. 3.2

### SECTION 3: CONSENT CALENDAR

**Meeting Date:** January 25, 2021  
**Subject:** Approval of Warrants Register  
**Enclosure:** Warrants Register  
**Presented By:** Lisa Whiteside, Finance Manager

**Approved By:** Merry Mayhew

---

#### **Staff Recommendation:**

Approve the Warrants Register as presented.

#### **Background and Overview:**

The warrants register presented to the City Council is a listing of all expenditures paid from December 1, 2020 through January 21, 2021.

#### **Fiscal Impact:**

There are reductions in various funds for payment of expenses.



Hughson

# Check Report

By Check Number

Date Range: 01/07/2021 - 01/21/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<b>Bank Code: Payable Bank-Payable Bank</b>						
00016	ABS PRESORT	01/07/2021	Regular	0.00	1,344.08	53578
<a href="#">125427</a>	Invoice	12/30/2020	BILL PRINTING- DEC	0.00	1,344.08	
00049	ALLIED ADMINISTRATORS	01/07/2021	Regular	0.00	1,850.06	53579
<a href="#">INV0004631</a>	Invoice	12/30/2020	DELTA DENTAL	0.00	1,850.06	
01587	American Flagpole & Flag Co.	01/07/2021	Regular	0.00	504.20	53580
<a href="#">160040</a>	Invoice	01/06/2021	Replacement flags	0.00	504.20	
00094	AT&T MOBILITY	01/07/2021	Regular	0.00	257.44	53581
<a href="#">287249079959X1...</a>	Invoice	12/19/2020	PHONES	0.00	257.44	
00104	AYERA TECHNOLOGIES INC.	01/07/2021	Regular	0.00	84.00	53582
<a href="#">251691</a>	Invoice	01/01/2021	Blanket PO	0.00	84.00	
01585	Bay City Equipment Industries Inc	01/07/2021	Regular	0.00	12,217.86	53583
<a href="#">W233991</a>	Invoice	12/07/2020	Pro service on Gensets	0.00	1,050.94	
<a href="#">W234070</a>	Invoice	12/07/2020	profesional service on gensets	0.00	11,166.92	
00258	CENTRAL SANITARY SUPPLY	01/07/2021	Regular	0.00	1,249.32	53584
<a href="#">1124060</a>	Invoice	12/24/2020	supplies for City Hall/Corp Yard/Starn Park	0.00	1,249.32	
00284	CHARTER COMMUNICATION	01/07/2021	Regular	0.00	92.78	53585
<a href="#">0054047121020</a>	Invoice	12/10/2020	IP ADDRESS- 1ST	0.00	92.78	
00288	CHOICE LIGHTING SUPPLY	01/07/2021	Regular	0.00	633.71	53586
<a href="#">325977</a>	Invoice	12/24/2020	Lights for Samaritan Building	0.00	300.00	
<a href="#">325977.</a>	Invoice	12/21/2020	BLANKET P.O. CHOICE LIGHTING	0.00	333.71	
00305	CITY OF HUGHSON	01/07/2021	Regular	0.00	525.00	53587
<a href="#">INV-00002035</a>	Invoice	12/09/2020	Admin Fee & Plan Check	0.00	131.25	
<a href="#">INV-00002036</a>	Invoice	12/09/2020	Admin Fees and Plan Check	0.00	131.25	
<a href="#">INV-00002037</a>	Invoice	12/09/2020	Admin Fee & Plan Check	0.00	131.25	
<a href="#">INV-00002038</a>	Invoice	12/09/2020	Admin Fee & Plan Check	0.00	131.25	
01538	Colonial Life	01/07/2021	Regular	0.00	446.48	53588
<a href="#">5405907-1201765</a>	Invoice	12/18/2020	Colonial Life	0.00	446.48	
01570	CSG Consultants	01/07/2021	Regular	0.00	4,417.50	53589
<a href="#">34110</a>	Invoice	12/14/2020	Contract Services Planning/Building	0.00	4,320.00	
<a href="#">B201584</a>	Invoice	12/01/2020	Walker Apartment	0.00	97.50	
00364	CSJVRMA	01/07/2021	Regular	0.00	13,482.00	53590
<a href="#">rma 2021-0206</a>	Invoice	12/30/2020	20/21 3RD Qtr Deposits	0.00	13,482.00	
00406	Department of Conservation	01/07/2021	Regular	0.00	150.66	53591
<a href="#">INV0004628</a>	Invoice	09/30/2020	SMIP FEES July-Sept	0.00	99.31	
<a href="#">INV0004629</a>	Invoice	12/31/2020	SMIP FEES Oct-Dec	0.00	51.35	
00463	EXPRESS PERSONNEL SERVICE	01/07/2021	Regular	0.00	1,264.64	53592
<a href="#">24724149</a>	Invoice	12/02/2020	Extra Help- PW	0.00	474.24	
<a href="#">24763931</a>	Invoice	12/09/2020	Extra Help- PW	0.00	790.40	
00464	EZ NETWORK SOLUTIONS	01/07/2021	Regular	0.00	5,720.81	53593
<a href="#">39160</a>	Invoice	12/21/2020	System Engineer Streaming Assistance	0.00	150.00	
<a href="#">39193</a>	Invoice	12/31/2020	IT SERVICES	0.00	1,099.28	
<a href="#">39240</a>	Invoice	01/04/2021	IT SERVICES	0.00	25.00	
<a href="#">39265</a>	Invoice	12/31/2020	IT SERVICES	0.00	501.33	

## Check Report

Date Range: 01/07/2021 - 01/21/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">TS39306</a>	Invoice	01/01/2021	IT SERVICES	0.00	3,945.20	
00546	GRANITE TELECOMMUNICATION	01/07/2021	Regular	0.00	1,443.16	53594
<a href="#">507870122</a>	Invoice	01/01/2021	PHONES	0.00	1,443.16	
00594	HINDERLITER, dELLAMAS &	01/07/2021	Regular	0.00	755.71	53595
<a href="#">SIN005789</a>	Invoice	12/29/2020	Contract Services- Sales Tax 2nd Qtr	0.00	755.71	
00614	HUGHSON FARM SUPPLY	01/07/2021	Regular	0.00	2,029.11	53596
<a href="#">S108531-01</a>	Invoice	11/30/2020	Mower repair	0.00	2,029.11	
01583	Hunts & Sons, Inc.	01/07/2021	Regular	0.00	818.98	53597
<a href="#">711017</a>	Invoice	12/29/2020	BLANKET P.O. W.H. BREASHERS (fuel)	0.00	818.98	
00682	KAISER FOUNDATION HEALTH	01/07/2021	Regular	0.00	11,351.48	53598
<a href="#">INV0004634</a>	Invoice	02/01/2021	MEDICAL SERVICES- FEB	0.00	11,351.48	
00757	MELLO TRUCK REPAIR CO	01/07/2021	Regular	0.00	644.59	53599
<a href="#">68540</a>	Invoice	12/24/2020	Vac Truck Repair	0.00	644.59	
01459	Merry Mayhew	01/07/2021	Regular	0.00	698.00	53600
<a href="#">INV0004627</a>	Invoice	12/30/2020	Job Posting on Gov't Jobs	0.00	698.00	
00611	Mid Valley Publications	01/07/2021	Regular	0.00	143.40	53601
<a href="#">114780</a>	Invoice	12/10/2020	LEGAL #8214	0.00	143.40	
00775	MISSION UNIFORM SERVICE	01/07/2021	Regular	0.00	476.23	53602
<a href="#">513786394</a>	Invoice	12/07/2020	MISSION LINEN UNIFORM SERVICE	0.00	37.42	
<a href="#">513786396</a>	Invoice	12/07/2020	MISSION LINEN UNIFORM SERVICE	0.00	118.59	
<a href="#">513790225</a>	Invoice	12/07/2020	MISSION LINEN UNIFORM SERVICE	0.00	37.29	
<a href="#">513827898</a>	Invoice	12/14/2020	MISSION LINEN UNIFORM SERVICE	0.00	37.42	
<a href="#">513827899</a>	Invoice	12/14/2020	MISSION LINEN UNIFORM SERVICE	0.00	56.89	
<a href="#">513871004</a>	Invoice	12/21/2020	MISSION LINEN UNIFORM SERVICE	0.00	37.42	
<a href="#">513871006</a>	Invoice	12/21/2020	MISSION LINEN UNIFORM SERVICE	0.00	56.89	
<a href="#">513910765</a>	Invoice	12/28/2020	MISSION LINEN UNIFORM SERVICE	0.00	37.42	
<a href="#">513910766</a>	Invoice	12/28/2020	MISSION LINEN UNIFORM SERVICE	0.00	56.89	
00799	MOSS, LEVY & HARTZHEIM, LLP	01/07/2021	Regular	0.00	5,000.00	53603
<a href="#">10699</a>	Invoice	11/30/2020	Audit Fieldwork	0.00	5,000.00	
01483	National Business Furniture	01/07/2021	Regular	0.00	2,108.22	53604
<a href="#">MK552845</a>	Invoice	12/18/2020	Storage Cabinet	0.00	2,108.22	
00824	NEUMILLER & BEARDSLEE	01/07/2021	Regular	0.00	5,807.83	53605
<a href="#">313745</a>	Invoice	12/17/2020	LEGAL SERVICES	0.00	1,600.00	
<a href="#">313933</a>	Invoice	12/17/2020	LEGAL SERVICES	0.00	4,207.83	
00879	PG & E	01/07/2021	Regular	0.00	538.49	53606
<a href="#">INV0004633</a>	Invoice	12/24/2020	UTILITIES	0.00	538.49	
00901	PREFERRED ALLIANCE, INC.	01/07/2021	Regular	0.00	78.54	53607
<a href="#">0160975-IN</a>	Invoice	12/30/2020	OFF-SITE PARTICIPANT	0.00	78.54	
00931	RAY A. MORGAN COMPANY	01/07/2021	Regular	0.00	1,247.44	53608
<a href="#">28449842</a>	Invoice	12/24/2020	LEASE	0.00	1,247.44	
01454	Ray Morgan Company	01/07/2021	Regular	0.00	749.63	53609
<a href="#">3182108</a>	Invoice	12/29/2020	COPIES	0.00	749.63	
01000	SEEGER'S	01/07/2021	Regular	0.00	154.26	53610
<a href="#">0135547-IN</a>	Invoice	12/30/2020	OFFICE SUPPLIES	0.00	154.26	
01009	SHRED-IT USA LLC	01/07/2021	Regular	0.00	173.33	53611
<a href="#">8181032795</a>	Invoice	12/07/2020	Shredding	0.00	173.33	
01033	STANISLAUS COUNTY	01/07/2021	Regular	0.00	5,764.00	53612

## Check Report

Date Range: 01/07/2021 - 01/21/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">R20-517760</a>	Invoice	12/30/2020	20/21 3rd QTR Debt Service	0.00	1,190.00	
<a href="#">R20-517761</a>	Invoice	12/01/2020	20/21 3rd QTR Operational Cost	0.00	4,574.00	
01055	STAPLES	01/07/2021	Regular	0.00	755.11	53613
<a href="#">2693740841</a>	Invoice	11/14/2020	Projector for Senior Center Council Meeting	0.00	755.11	
01058	STATE WATER BOARD ACCT.OF	01/07/2021	Regular	0.00	5,994.00	53614
<a href="#">SW-0195110</a>	Invoice	12/02/2020	permit	0.00	5,994.00	
01066	STATE WATER RESOURCES CONTROL BOARD	01/07/2021	Regular	0.00	20,362.00	53615
<a href="#">WD-0177872</a>	Invoice	12/04/2020	permit	0.00	20,362.00	
01069	STEELEY, JARED WATER & WA	01/07/2021	Regular	0.00	2,602.00	53616
<a href="#">8419</a>	Invoice	01/01/2021	Blanket PO	0.00	2,602.00	
01520	SWRCB-DWOCF	01/07/2021	Regular	0.00	55.00	53617
<a href="#">INV0004635</a>	Invoice	01/05/2021	Lic D-1 Renew	0.00	55.00	
01586	Theresa Ayala	01/07/2021	Regular	0.00	500.00	53618
<a href="#">INV0004632</a>	Invoice	02/20/2021	Senior Center Cancellation (Covid-19)- Ayala	0.00	500.00	
01192	VISION SERVICE PLAN	01/07/2021	Regular	0.00	460.51	53619
<a href="#">81119387</a>	Invoice	12/19/2020	MEDICAL INSURANCE WITHHELD- JAN 2021	0.00	460.51	
01225	WILLDAN ENGINEERING	01/07/2021	Regular	0.00	2,950.00	53620
<a href="#">333679</a>	Invoice	12/11/2020	ENGINEERING SERVICES	0.00	825.00	
<a href="#">333681</a>	Invoice	12/11/2020	WHITMORE AVE SIDEWALK	0.00	75.00	
<a href="#">333682</a>	Invoice	12/11/2020	Walker Place	0.00	525.00	
<a href="#">333692</a>	Invoice	12/11/2020	Walker Ln CDBG Sidewalk Project	0.00	1,525.00	
01249	WORLD OIL ENVIRONMENTAL SERVICES	01/07/2021	Regular	0.00	160.00	53621
<a href="#">I500-00652932</a>	Invoice	12/24/2020	Used oil pick up	0.00	160.00	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	01/07/2021	Regular	0.00	40.12	53631
<a href="#">INV0004616</a>	Invoice	12/31/2020	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	40.12	
00010	A.S.C.A.P	01/13/2021	Regular	0.00	367.00	53632
<a href="#">INV0004663</a>	Invoice	01/11/2021	Annual License Fee 2021	0.00	367.00	
00109	BADGER METER, INC	01/13/2021	Regular	0.00	375.84	53633
<a href="#">80064853</a>	Invoice	01/08/2021	water meters	0.00	375.84	
01585	Bay City Equipment Industries Inc	01/13/2021	Regular	0.00	2,290.78	53634
<a href="#">W234782</a>	Invoice	01/08/2021	repairs	0.00	396.93	
<a href="#">W234785</a>	Invoice	01/08/2021	repairs	0.00	1,893.85	
00284	CHARTER COMMUNICATION	01/13/2021	Regular	0.00	241.46	53635
<a href="#">13555010121</a>	Invoice	01/01/2021	IP ADDRESS- PINE ST	0.00	241.46	
00305	CITY OF HUGHSON	01/13/2021	Regular	0.00	2,424.87	53636
<a href="#">INV0004678</a>	Invoice	01/01/2021	LLDS & STARN PARK	0.00	2,424.87	
00310	CLARK'S PEST CONTROL	01/13/2021	Regular	0.00	65.00	53637
<a href="#">27299012</a>	Invoice	12/09/2020	PEST CONTROL	0.00	65.00	
01340	DIVISION OF THE STATE ARCHITECT	01/13/2021	Regular	0.00	93.60	53638
<a href="#">INV0004662</a>	Invoice	12/31/2020	Disability Access & Education Fee	0.00	93.60	
00463	EXPRESS PERSONNEL SERVICE	01/13/2021	Regular	0.00	1,580.80	53639
<a href="#">24784745</a>	Invoice	12/16/2020	Extra Help- PW	0.00	790.40	
<a href="#">24818912</a>	Invoice	12/22/2020	Extra Help- PW	0.00	790.40	
00474	FERGUSON ENTERPRISES,INC	01/13/2021	Regular	0.00	1,391.84	53640
<a href="#">1600271</a>	Invoice	01/07/2021	Blanket PO	0.00	169.39	
<a href="#">1600271.</a>	Invoice	01/07/2021	Department Supplies	0.00	1,222.45	

## Check Report

Date Range: 01/07/2021 - 01/21/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
00527	GIBBS MAINTENANCE CO	01/13/2021	Regular	0.00	235.00	53641
<a href="#">8177</a>	Invoice	12/31/2020	Janitor Services	0.00	235.00	
00528	GILTON SOLID WASTE MANAGE	01/13/2021	Regular	0.00	38,816.43	53642
<a href="#">HUGHSS-053</a>	Invoice	12/31/2020	STREET SWEEPING- DEC	0.00	1,848.84	
<a href="#">INV0004665</a>	Invoice	12/31/2020	GARBAGE SERVICE- December	0.00	36,967.59	
00627	HUGHSON NAPA AUTO & TRUCK	01/13/2021	Regular	0.00	28.04	53643
<a href="#">298764</a>	Invoice	12/01/2020	BLANKET P.O. NAPA AUTO PARTS	0.00	28.04	
01398	Jose Vasquez	01/13/2021	Regular	0.00	75.50	53644
<a href="#">INV0004659</a>	Invoice	01/08/2021	Phone Supplies	0.00	75.50	
00755	MCR ENGINEERING, INC	01/13/2021	Regular	0.00	1,540.00	53645
<a href="#">15742</a>	Invoice	01/05/2021	Well 7 Phase IV	0.00	1,540.00	
00611	Mid Valley Publications	01/13/2021	Regular	0.00	298.75	53646
<a href="#">114807</a>	Invoice	01/08/2021	Notices	0.00	298.75	
00822	NESTLE WATERS	01/13/2021	Regular	0.00	56.41	53647
<a href="#">10L0025664277</a>	Invoice	01/08/2021	water	0.00	56.41	
01435	North Valley Labor Compliance Services	01/13/2021	Regular	0.00	615.50	53648
<a href="#">4681</a>	Invoice	01/01/2021	Well 7 Phase IV	0.00	615.50	
00855	OPERATING ENGINEERS LOCAL	01/13/2021	Regular	0.00	312.00	53649
<a href="#">INV0004664</a>	Invoice	01/01/2021	LOCAL UNION DUES #3	0.00	312.00	
00914	QUICK N SAVE	01/13/2021	Regular	0.00	174.65	53650
<a href="#">1019661</a>	Invoice	01/07/2021	BLANKET P.O. QUICK N SAVE	0.00	174.65	
01408	RAYA, NEIL	01/13/2021	Regular	0.00	220.00	53651
<a href="#">INV0004660</a>	Invoice	01/07/2021	Water Treatment Course 1	0.00	50.00	
<a href="#">INV0004661</a>	Invoice	01/11/2021	Waste Water Renewal	0.00	110.00	
<a href="#">INV0004679</a>	Invoice	01/12/2021	D2 Certification Renewal	0.00	60.00	
00978	SAN JOAQUIN VALLEY	01/13/2021	Regular	0.00	1,043.00	53652
<a href="#">N143829</a>	Invoice	01/08/2021	Gen permit	0.00	900.00	
<a href="#">N143830</a>	Invoice	01/08/2021	gen permit	0.00	143.00	
01000	SEEGER'S	01/13/2021	Regular	0.00	134.84	53653
<a href="#">0135543-IN</a>	Invoice	01/05/2021	Business Cards- Samuel Rush	0.00	134.84	
01049	STANISLAUS COUNTY	01/13/2021	Regular	0.00	1,517.97	53654
<a href="#">55397</a>	Invoice	01/07/2021	Candidate/Measure Statements 2020 Electi...	0.00	1,517.97	
01058	STATE WATER BOARD ACCT.OF	01/13/2021	Regular	0.00	4,433.00	53655
<a href="#">LW-1030932</a>	Invoice	01/08/2021	permit	0.00	4,433.00	
01176	USA BLUE BOOK	01/13/2021	Regular	0.00	385.89	53656
<a href="#">401001</a>	Invoice	01/08/2021	parts	0.00	28.21	
<a href="#">444647</a>	Invoice	01/08/2021	Parts	0.00	357.68	
01206	WARDEN'S OFFICE	01/13/2021	Regular	0.00	275.33	53657
<a href="#">2043784-0</a>	Invoice	12/07/2020	MISC OFFICE SUPPLIES	0.00	1.11	
<a href="#">2045993-0</a>	Invoice	01/11/2021	MISC OFFICE SUPPLIES	0.00	188.76	
<a href="#">2046000-0</a>	Invoice	01/07/2021	MISC OFFICE SUPPLIES	0.00	85.46	
01225	WILLDAN ENGINEERING	01/13/2021	Regular	0.00	4,283.31	53658
<a href="#">00333537</a>	Invoice	11/20/2020	ENGINEERING SERVICES	0.00	68.31	
<a href="#">00333550</a>	Invoice	11/20/2020	Walker Ln CDBG Sidewalk Project	0.00	4,215.00	
01420	CALIFORNIA STATE DISBURSEMENT UNIT	01/19/2021	Regular	0.00	40.12	53659
<a href="#">INV0004692</a>	Invoice	01/15/2021	INCOME WITHHOLDING FOR CHILD SUPPORT	0.00	40.12	
01394	Aquatic Science Center	01/19/2021	Regular	0.00	2,575.00	53660



## Check Report

Date Range: 01/07/2021 - 01/21/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
<a href="#">8320511</a>	Invoice	12/31/2020	Professional Services for MS	0.00	2,575.00	
01149	TURLOCK IRRIGATION DIST.	01/19/2021	Regular	0.00	51,917.48	53661
<a href="#">INV0004682</a>	Invoice	01/01/2021	ELECTRIC	0.00	51,917.48	

## Bank Code Payable Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	111	75	0.00	235,911.09
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>111</b>	<b>75</b>	<b>0.00</b>	<b>235,911.09</b>

**All Bank Codes Check Summary**

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	111	75	0.00	235,911.09
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	<b>111</b>	<b>75</b>	<b>0.00</b>	<b>235,911.09</b>

**Fund Summary**

<b>Fund</b>	<b>Name</b>	<b>Period</b>	<b>Amount</b>
999	POOLED CASH/CONSOLIDATED CASH	1/2021	235,911.09
			<b>235,911.09</b>



Hughson

# Refund Check Register

## Refund Check Detail

### UBPKT01506 - Refunds 01 UBPKT01499 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
13-1970-001	STARK, CLIFTON	12/1/2020	53572	72.79			72.79	Deposit
14-1719-002	SULLIVAN, RANDY & STEPHA	12/1/2020	53573	17.28			17.28	Deposit
14-1722-002	Keiser, Heather	12/1/2020	53574	40.29			40.29	Deposit
14-2510-002	FARRELL, GARY/JULIE	12/1/2020	53575	150.78			150.78	Deposit
15-4820-002	COMBS, KRISTIN & JORDAN	12/1/2020	53576	83.36			83.36	Generated From Billing
16-2590-003	Kramer, Breana	12/1/2020	53577	4.03			4.03	Generated From Billing
<b>Total Refunds: 6</b>			<b>Total Refunded Amount:</b>	368.53				

## Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	368.53
<b>Revenue Total:</b>	368.53

## General Ledger Distribution

Posting Date: 12/03/2020

	Account Number	Account Name	Posting Amount	IFT
<b>Fund:</b>	510 - WATER/SEWER DEPOSIT			
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-368.53	Yes
	510-11040	CUSTOMER CREDITS	368.53	
	<b>510 Total:</b>		0.00	
<b>Fund:</b>	999 - POOLED CASH/CONSOLIDATED CASH			
	999-10010	CASH IN BANK-MONEY MARKET	-368.53	
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	368.53	Yes
	<b>999 Total:</b>		0.00	
	<b>Distribution Total:</b>		0.00	



Hughson

# Refund Check Register

## Refund Check Detail

### UBPKT01568 - Refunds 01 UBPKT01564 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
10-0391-002	Flores, Caritina	1/5/2021	53622	63.65			63.65	Generated From Billing
12-0520-001	DE CLERCQ, JOLLEEN	1/5/2021	53623	51.27			51.27	Generated From Billing
13-0160-005	Barnes, Lexus	1/5/2021	53624	102.10			102.10	Generated From Billing
13-2520-001	WILLIAMS, DARYL	1/5/2021	53625	119.30			119.30	Deposit
13-2990-002	CONTRERAS, MATTHEW	1/5/2021	53626	86.63			86.63	Generated From Billing
13-3290-001	CARDENAS, MARCOS & CHRISTINA	1/5/2021	53627	46.85			46.85	Generated From Billing
15-0175-001	Gonzalez, Enrique	1/5/2021	53628	84.42			84.42	Generated From Billing
15-3970-001	BRAY, ROBERT & PATRICIA	1/5/2021	53629	28.03			28.03	Generated From Billing
16-1360-001	BOLING, JIM & GAYLE	1/5/2021	53630	90.57			90.57	Deposit
<b>Total Refunds: 9</b>			<b>Total Refunded Amount:</b>	672.82				

## Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	672.82
<b>Revenue Total:</b>	672.82

## General Ledger Distribution

Posting Date: 01/05/2021

	Account Number	Account Name	Posting Amount	IFT
<b>Fund:</b>	510 - WATER/SEWER DEPOSIT			
	510-10001	CLAIM ON CASH-WATER/SEWER DEPOSIT	-672.82	Yes
	510-11040	CUSTOMER CREDITS	672.82	
	<b>510 Total:</b>		0.00	
<b>Fund:</b>	999 - POOLED CASH/CONSOLIDATED CASH			
	999-10010	CASH IN BANK-MONEY MARKET	-672.82	
	999-20000	DUE TO OTHER FUNDS (POOLED CASH)	672.82	Yes
	<b>999 Total:</b>		0.00	
	<b>Distribution Total:</b>		0.00	



## **CITY COUNCIL AGENDA ITEM NO. 3.3**

### **SECTION 3: CONSENT CALENDAR**

**Meeting Date:** January 25, 2021  
**Subject:** Approval of the Treasurer's Report for November 2020  
**Presented By:** Crystal Aguilar, Treasurer

**Approved By:** Merry Mayhew

---

#### **Staff Recommendation:**

Review and approve the City of Hughson Treasurer's Report for November 2020.

#### **Background and Discussion:**

The City Treasurer reviews the City's cash and investment practices and approves the monthly Treasury Reports and a quarterly Investment Portfolio Report. As of November 2020, the City of Hughson has a cash and investment balance total of \$20,123,798 with \$2,868,393 invested. All investment actions executed since the last report have been made in full compliance of the City of Hughson's Investment Policy. The City of Hughson will meet its expenditure obligations for the next six months as required by California Government Code Section 53646 (b) (2) and (3) respectively.

The Treasurer report for November 2020 reflects the most current representation of the City's funds and investments and provides a necessary outlook for both past, and present investment and spending habits. While investments and funds differ from time to time, it is the goal of the City to maintain safety and stability with its funds, while additionally promoting prudence and growth.

Attached is the City of Hughson Treasurer's Report for November 2020, along with supplementary graphs depicting the percentage of the City's total funds, a breakdown of the Developer Impact Fees, and an additional line plot graph further demonstrating the Developer Impact Fees. This graph depicts the Developer Impact Fees' actual balance for the past five years. After review and evaluation of the report, City staff has researched funds with a significant deficit balance and submit the following detailed explanation for November 2020:

Transportation Capital and CDBG Street Project Fund:

The Transportation Capital Project Fund currently reflects a negative balance of

(\$235,605), which is a negative difference of \$8,738 from the previous year. The CDBG Street Project Fund currently reflects a negative balance of (\$29,800) reflecting a negative difference of \$16,878 from the previous year. As the City continues to produce transportation projects, the transportation fund will likely continue to show a negative balance. City staff will continue to monitor and report the status of these reimbursements as the funds become available.

#### Sewer Development Impact Fee Fund:

The Sewer Development Impact Fee Fund currently reflects a negative balance of (\$1,334,062). This balance reflects the payoff of Municipal Finance Corporation loan, which was approved by the City Council at the November 23, 2020 regular meeting. As development occurs, additional impact fees will be received to cover this deficit.

#### **Fiscal Impact:**

As of November 2020, the City's cash, and investments total \$20,123,798. This compares to a November 2019 balance of \$20,888,105 and represents a decrease of \$764,307.

**City of Hughson  
Treasurer's Report  
November 2020**

	<b>MONEY MARKET</b>	<b>GENERAL</b>	<b>REDEVELOPMENT**</b>	<b>TOTAL</b>
Bank Statement Totals	\$ 13,891,451.46	\$ 3,432,516.48	\$ -	\$ 17,323,967.94
Adjustment	\$ (96,779.44)	\$ 1,570.65		
Outstanding Deposits +	\$ 129,379.09	\$ -	\$ -	\$ 129,379.09
Outstanding Checks/transfers -	\$ (4,194.59)	\$ (194,017.29)	\$ -	\$ (198,211.88)
<b>ADJUSTED TOTAL</b>	<b>\$ 13,919,856.52</b>	<b>\$ 3,240,069.84</b>	<b>\$ -</b>	<b>\$ 17,255,135.15</b>
Investments: Various				\$ 1,148,361.49
Multi-Bank WWTP				\$ 1,635,599.08
Investments: L.A.I.F.		\$ 42,418.67	\$ 42,283.75	\$ 84,702.42

**General Ledger Adjustments**

Wages Payable

**TOTAL CASH & INVESTMENTS** **\$ 20,123,798.14**

<b><u>Books - All Funds</u></b>	<b><u>November 2019</u></b>	<b><u>November 2020</u></b>	<b><u>Difference</u></b>	<b><u>% of Variance</u></b>
100 GENERAL FUND	2,302,386.57	2,790,933.29	488,546.72	21.22%
105 GENERAL FUND CONTINGENCY RESERVE	974,366.31	976,562.87	2,196.56	0.23%
110 FIXED ASSESTS	-	-	0.00	n/a
210 SEWER	3,273,924.09	2,927,881.54	-346,042.55	-10.57%
215 SEWER FIXED ASSET REPLACEMENT	4,519,437.59	4,758,418.47	238,980.88	5.29%
220 SEWER DEV IMPACT FEE	1,683,891.60	(1,334,061.67)	-3,017,953.27	-179.22%
225 WWTP Expansion 2008	343,669.87	394,327.16	50,657.29	14.74%
240 WATER	1,852,491.05	2,614,439.43	761,948.38	41.13%
245 Water TCP123	(5,355.30)	(5,464.47)	-109.17	-2.04%
250 WATER DEV IMPACT FEE	(55,493.38)	5,582.10	61,075.48	110.06%
255 Water Fixed Asset Replacement	1,075,416.17	1,172,999.05	97,582.88	9.07%
270 COMMUNITY/SENIOR CENTER	9,636.22	8,001.66	-1,634.56	-16.96%
280 U.S.F. Resource Com. Center	759.24	(1,411.56)	-2,170.80	-285.92%
310 Garbage/Refuse	102,015.20	114,093.65	12,078.45	11.84%
320 GAS TAX 2103	138,462.24	157,824.74	19,362.50	13.98%
321 GAS TAX 2105	49,630.67	65,387.05	15,756.38	31.75%
322 GAS TAX 2106	6,170.44	9,094.61	2,924.17	47.39%
323 GAS TAX 2107	38,918.12	46,582.59	7,664.47	19.69%
324 GAS TAX 2107.5	2,422.14	3,422.14	1,000.00	41.29%
325 Measure L SALES TAX-ROADS	252,661.34	481,595.96	228,934.62	90.61%
326 SB-1 ROADS MAINTENANCE REHABILITATION	224,813.97	230,786.45	5,972.48	2.66%
340 LANDSCAPE LIGHTING DISTRICT	(5,871.83)	(8.59)	5,863.24	99.85%
350 BENEFIT ASSESMENT DISTRICT	(770.77)	(2.67)	768.10	99.65%
360 COMMUNITY FACILITIES DISTRICT	-	-	0.00	#DIV/0!
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	138,137.52	154,936.20	16,798.68	12.16%
371 TRENCH CUT FUND	77,516.70	3,093.60	-74,423.10	-96.01%
372 IT RESERVE	92,816.37	100,842.44	8,026.07	8.65%
373 SELF-INSURANCE	73,303.49	73,303.49	0.00	0.00%
374 DIABILITY ACCESS AND EDUCATION	1,360.32	1,878.64	518.32	38.10%
381 AB109 PUBLIC SAFETY	35,722.29	35,722.29	0.00	0.00%
382 ASSET FORFEITURE	1,660.43	1,660.43	0.00	0.00%
383 VEHICLE ABATEMENT	22,660.86	31,270.20	8,609.34	37.99%
384 SUPPLEMENTAL LAW ENFORCEMENT SERVICE I	298,843.19	331,167.26	32,324.07	10.82%
385 FEDERAL FUNDED OFFICER FUND	6,620.00	6,620.00	0.00	0.00%
390 98-EDBG-605 BUSINESS ASSISTANCE	93,595.60	93,595.60	0.00	0.00%
391 96-EDBG-438 Grant	403.43	403.43	0.00	0.00%
392 94-STBG-799 HOUSING REHAB	225,376.59	227,507.38	2,130.79	0.95%
393 HOME Program Grant (FTHB)	35,043.29	35,043.29	0.00	0.00%
394 96-STBG-1013 Grant	210,600.06	211,059.83	459.77	0.22%
395 CALHOME REHAB	40,000.00	40,000.00	0.00	0.00%
410 LOCAL TRANSPORTATION	71,671.34	51,671.34	-20,000.00	-27.91%
415 LOCAL TRANSPORTATION NON MOTORIZED	13,219.00	13,219.00	0.00	0.00%
420 TRANSPORTATION STREET PROJECTS	(226,867.19)	(235,605.14)	-8,737.95	-3.85%
425 PUBLIC WORKS STREET PROJECTS-CDBG	(12,921.48)	(29,799.66)	-16,878.18	-130.62%
450 STORM DRAIN DEV IMPACT FEE	455,623.44	500,532.05	44,908.61	9.86%
451 PUBLIC FACILITY DEV IMPACT FEE	1,344,688.84	1,385,006.61	40,317.77	3.00%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	(996.10)	66,530.76	67,526.86	6779.12%
453 PARK DEV IMPACT FEE	497,253.23	536,928.97	39,675.74	7.98%
454 PARKLAND IN LIEU	386,497.08	419,593.83	33,096.75	8.56%

510 WATER/SEWER DEPOSIT	66,575.12	75,301.95	8,726.83	13.11%
520 RDA SUCCESSOR AGENCY	156,120.04	219,077.53	62,957.49	40.33%
521 RDA FIXED ASSETS	-	-	0.00	n/a
530 LANDSCAPE LIGHTING DISTRICT	-	6,741.95	6,741.95	n/a
531 LANDSCAPE LIGHTING DISTRICT	-	47,283.81	47,283.81	n/a
532 LANDSCAPE LIGHTING DISTRICT	-	23,277.53	23,277.53	n/a
533 LANDSCAPE LIGHTING DISTRICT	-	31,079.42	31,079.42	n/a
534 LANDSCAPE LIGHTING DISTRICT	-	(38,555.81)	-38,555.81	n/a
535 LANDSCAPE LIGHTING DISTRICT	-	7,769.05	7,769.05	n/a
536 LANDSCAPE LIGHTING DISTRICT	-	16,842.71	16,842.71	n/a
537 LANDSCAPE LIGHTING DISTRICT	-	(51,048.43)	-51,048.43	n/a
538 LANDSCAPE LIGHTING DISTRICT	-	(28,228.22)	-28,228.22	n/a
539 LANDSCAPE LIGHTING DISTRICT	-	24,999.91	24,999.91	n/a
540 LANDSCAPE LIGHTING DISTRICT	-	41,380.26	41,380.26	n/a
541 LANDSCAPE LIGHTING DISTRICT	-	28,281.41	28,281.41	n/a
542 LANDSCAPE LIGHTING DISTRICT	-	3,096.07	3,096.07	n/a
543 LANDSCAPE LIGHTING DISTRICT	-	(699.79)	-699.79	n/a
550 BENEFIT ASSESMENT DISTRICT	-	65,342.57	65,342.57	n/a
551 BENEFIT ASSESMENT DISTRICT	-	9,392.19	9,392.19	n/a
552 BENEFIT ASSESMENT DISTRICT	-	112,799.13	112,799.13	n/a
553 BENEFIT ASSESMENT DISTRICT	-	(1,494.22)	-1,494.22	n/a
554 BENEFIT ASSESMENT DISTRICT	-	44,174.73	44,174.73	n/a
555 BENEFIT ASSESMENT DISTRICT	-	(1,235.75)	-1,235.75	n/a
560 BENEFIT ASSESMENT DISTRICT	-	15,054.50	15,054.50	n/a
Developer Impact Fees ***	4,063,105.15	1,315,455.02	-2,747,650.13	
<b>TOTAL ALL FUNDS:</b>	<b>20,888,105.01</b>	<b>20,123,798.14</b>	<b>-764,306.87</b>	
<b>Break Down of Impact Fees ***</b>				
220 SEWER DEV IMPACT FEE	1,683,891.60	-\$1,334,061.67	-3,017,953.27	-179.22%
250 WATER DEV IMPACT FEE	-55,493.38	\$5,582.10	61,075.48	110.06%
370 COMMUNITY ENHANCEMENT DEV IMPACT FEE	138,137.52	\$154,936.20	16,798.68	12.16%
450 STORM DRAIN DEV IMPACT FEE	455,623.44	\$500,532.05	44,908.61	9.86%
451 PUBLIC FACILITY DEV IMPACT FEE	1,344,688.84	\$1,385,006.61	40,317.77	3.00%
452 PUBLIC FACILITY STREET DEV IMPACT FEE	-996.10	\$66,530.76	67,526.86	6779.12%
453 PARK DEV IMPACT FEE	497,253.23	\$536,928.97	39,675.74	7.98%
<b>Break Down of Impact Fees ***</b>	<b>4,063,105.15</b>	<b>1,315,455.02</b>	<b>-2,747,650.13</b>	<b>-67.62%</b>

I hereby certify that the investment activity for this reporting period conforms with the Investment Policy adopted by the Hughson City Council, and the California Government Code Section 53601. I also certify that there are adequate funds available to meet the City of Hughson's budgeted and actual expenditures for the next six months.

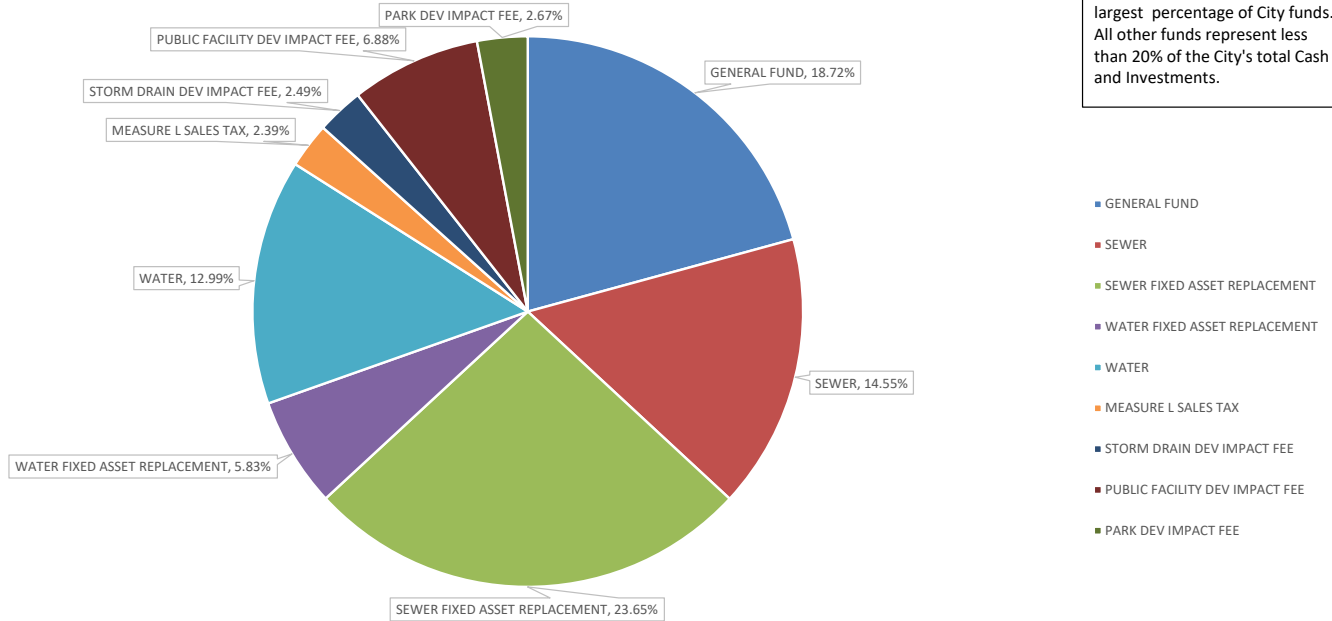
Crystal Aguilar, Treasurer

Date

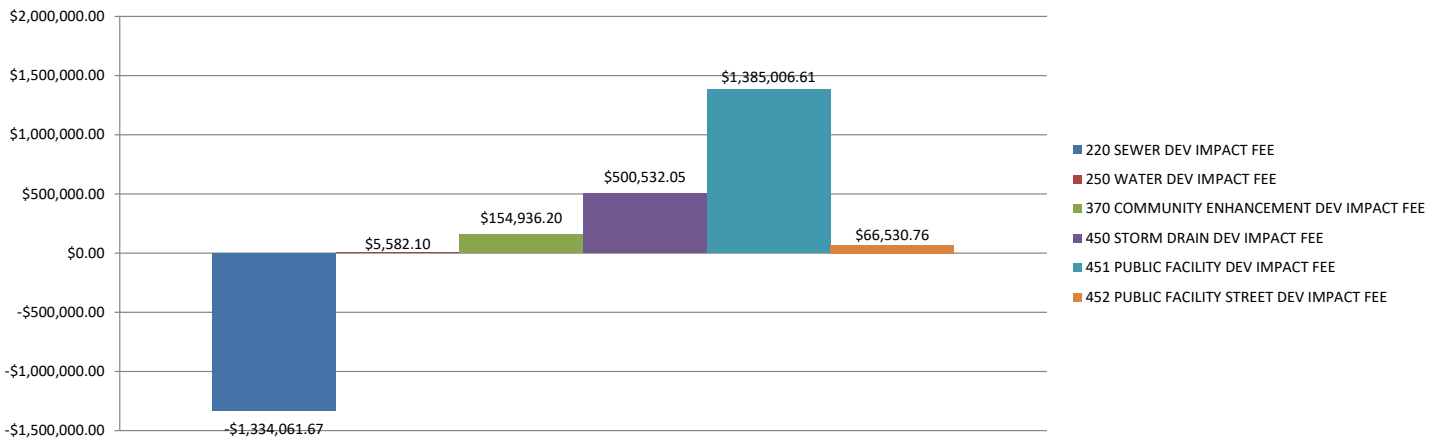


## Treasurer's Report - Charts and Graphs November 2020

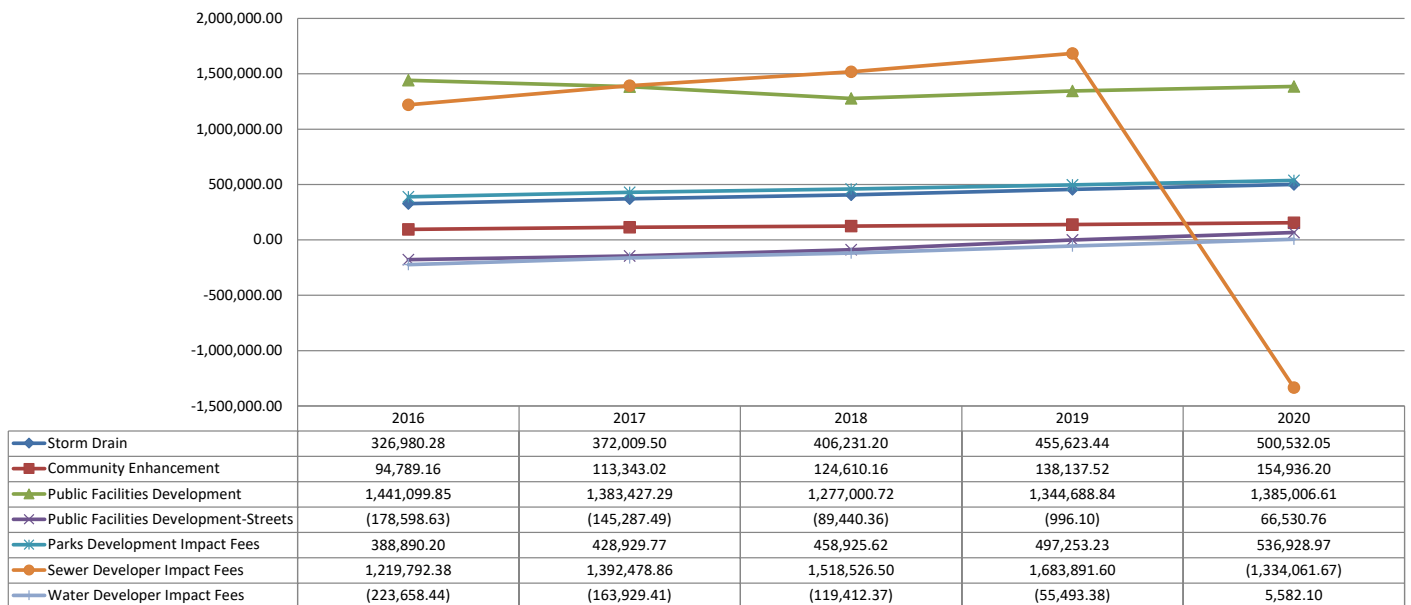
**Percentage of Fund - November 2020**



**November 2020 Breakdown of Developer Impact Fees**



**5 Year Trend for Developer Impact Fees for the Month of November**





## CITY COUNCIL AGENDA ITEM NO. 3.4

### SECTION 3: CONSENT CALENDAR

**Meeting Date:** January 25, 2021  
**Subject:** Adopt Resolution No. 2021-03, Approving the City's Membership in the Valley Water Collaborative and Authorizing the Payment of 3.6% of the Total Costs Associated with the Preparation of the Reports Required to Meet the State Requirements for Nitrate Compliance Order R5-2012-0003  
**Enclosures:** Proposed Budget Sheet  
**Presented By:** Lea C. Simvoulakis, Community Development Director  
**Approved By:** Merry Mayhew

---

#### Staff Recommendations:

1. Adopt Resolution No. 2021-03, approving the City's membership in the Valley Water Collaborative.
2. Authorize the payment of 3.6% of the total costs associated with the preparation of the reports required to meet the state requirements for Nitrate Compliance Order R5-2012-0003.

#### Background and Overview:

On May 29, 2020, the City received a Notice to Comply (Notice) from the Central Valley Regional Water Quality Control Board (Board). This Notice requires that the City comply with Order R5-2012-0003 by choosing one of two nitrate compliance options, or "pathways", established by new regulations put in place by the state.

In May 2018, the Board approved new Salt and Nitrate Control Programs. The Nitrate Control Program (NCP) was developed to address widespread nitrate pollution in the Central Valley. Nitrate in drinking water can reduce the blood's ability to carry oxygen, which can result in brain damage and death. Nitrates is a risk when it is above 10 parts per million of nitrate nitrogen, which is the Primary Maximum Contaminant Level (MCL), also known as the nitrate drinking water standard.

The Board identified areas, referred to as Priority 1 and Priority 2 basins, where nitrates in groundwater are more prevalent and therefore pose a higher risk to

persons who rely on groundwater as a source of drinking water. The City of Hughson is located in a Priority 1 basin. Order R5-2012-0003 requires that the City choose between one of two different pathways to meet compliance requirements. The pathways are described below:

**Pathway A:** New individual permitting options. The Board will set more stringent nitrate requirements in a permit to ensure that nitrate impacts will not cause a problem for drinking water users.

**Pathway B:** Form or join a Local Management Zone with other permittees. A Management Zone is an association of permittees that work together to reduce nitrate loading and to provide replacement water to communities and individuals whose wells are impacted by nitrates.

Pathway A sets stringent nitrate requirements on all dischargers that have nitrates in their wastewater. This Pathway requires significant upgrades to our wells, extensive monitoring, and a rigorous technical justification report that states that the wastewater will not result in any exceedances of the nitrate standard over a 20-year planned horizon. This would be an arduous and time-consuming process for the City and would require that the City bear the sole cost for hiring a consultant to produce the report. There is no guarantee that the report would be accepted by the Board and the City would then be out the costs of the consultant and the report and would be out of compliance with the Order.

Conversely, Pathway B is a new permitting approach that allows multiple permittees to form or join in a Management Zone in order to comply with the Nitrate Control Program Order. Pathway B provides a collaborative, locally managed, cost-effective, and flexible approach to program compliance. Pathway B is the approach City staff are recommending. If approved, the City would join the newly formed Management Zone known as the Valley Water Collaborative.

### **Discussion:**

Since May 2020, local operators in the Modesto and Trulock Subbasins have been working to form a Management Zone to pursue Pathway B. The result of this work is the Valley Water Collaborative (VWC). This new organization was formed as a non-profit organization to combine resources and expertise of its member organizations to ensure that all residents in the Modesto and Turlock subbasins who are affected by nitrates, have access to safe water. The VWC is a 12-member board that represents agriculture, dairies and poultry facilities, cities, wineries, and food processors.

The VWC has hired a qualified consultant team to begin the necessary work for member operators to be in compliance with the Order. If the City pursues Pathway B, as a permittee in a Management Zone, members will work collectively to develop a Preliminary Management Zone Proposal and Early Action Plan to submit to the Board. The Early Action Plan will describe how the Management Zone entity will provide affected residents interim drinking water solutions where drinking water exceeds nitrate water quality objectives. The consultant for the VWC Management Zone will submit the documents on behalf of the members to the Board no later than

March 8, 2021. Permittees working together in the VWC Management Zone will develop and submit a Final Management Zone Proposal 180 days after the Board's review of the preliminary proposal. Finally, six months after the VWC Management Zone consultants submit the Final Management Zone proposal, the Management Zone Consultants will submit a Proposal Implementation Plan to the Board.

Among other elements, the plan will identify residents in the two basins whose drinking water has nitrates above the drinking water standard. The plan will outline strategies to provide access to safe drinking water for affected residents, such as bottled-water delivery or neighborhood bottle-filling stations.

After May 7, 2021, discharges of nitrate are prohibited unless the permittee is implementing the Nitrate Control Program (NCP) through Pathway A or B. By joining the VWC, the City will be in compliance with this regulation and will be implementing a NCP via Pathway B.

### **Fiscal Impact:**

The budget for the VWC for the first three years is included with the staff report. The budget shows the costs for establishing the VWC Management Zone and the consultant's costs to get the Early Action Plan, Draft and Final Management Plan, and Implementation Plan completed. The costs to complete these documents are carried out in the attached budget through the year 2023.

Funding for the consultant and the work they will produce will come from the various operators at a proportional cost to each operator type. City operators and other public water facilities were assigned 7% of the overall costs associated with the development and implementation of the Management Zone. The Irrigated Ag industry was assigned 60% of the costs, the Dairy industry was assigned 22.5% of the costs, the Poultry industry was assigned 3%, the Wine/Food processing industries 5.5% of the costs, Biosolids/Land/Compositing operators 1.5% of the costs, and "other" operators .5% of the costs.

The 7% cost coverage by the cities/public facilities will be \$86,080 for 2021. The founding members of the VWC each provided \$5,000 for a Board seat. This contribution brought the City/public facility operator contribution down to \$66,080. This amount was then divided among the City members based on each individual city's annual dry weather effluent average. The two non-city water facilities (Del Rio East and Snelling Community Service District) do not produce even one percent of effluent, so the board decided that they would only have to contribute a minimum contribution of \$1,000 each. After these two \$1,000 contributions are factored in, the remaining balance to account for is \$64,080. The City of Hughson's annual dry weather average is .5 MGD or 500,000 gallons per day of flow. Based on this flow amount related to the other operators in this category, the City of Hughson is required to contribute 3.6% of \$64,080. This results in a fee of \$2,330.18 for the City. The costs and percentages are slightly off due to the rounding of decimal places by excel. The City's actual percentage is 3.636364% of the total costs.

The City will have to amend the Water Budget at the mid-year budget process to account for the \$2,330.18 expense. The City will need to budget approximately

\$5,000 to pay for its share of costs for 2022 and approximately \$2,770 for 2023 to ensure there are funds budgeted annually for its share of the VWC expenses moving forward. As the below chart notes, the expenses for 2022 will be higher than this year but decrease again in 2023.

2021	\$2,330.18
2022	\$4,841.45
2023	\$2,768.44

The fees each year will be slightly varied depending on the activities of the VWC and what task needs to be completed that specific year. The identified fees in the attached budget are anticipated to cover all costs for the next three years. It is important to keep in mind though that this is a newly formed group of individuals who are trying to figure out how to meet this compliance order. The formation of a "Management Zone" is a concept created by the State with little guidance on how to form the zone. Those entities that took on the task of developing this Management Zone are not necessarily experts at forming this type of group. As such, there may be costs that come up in the future that this report does not contemplate. If any additional costs above the proportional 3.6% contribution being paid by the City for the next three years are proposed by the Collaborative, staff will return to Council for approval.

VVC Proposed Budget						
	2020 Budget	Expenditures to Date	2021 Total Budget	2022 Total Budget	2023 Total Budget	Notes
	Year 0		Year 1	Year 2	Year 3	
Income						
Pledges		\$ -				
Other		\$ -				
<b>Total Income</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>		
Expenses						
Organization Expenses						
Bank Charges	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ 200.00	
Accounting (MPM)	\$ 2,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	
Administrative Support		\$ -				
D & O Insurance	\$ 2,436.00	\$ 2,439.00	\$ 2,436.00	\$ 2,436.00	\$ 2,436.00	
Liability Insurance	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
	\$ -	\$ -				
Legal Costs	\$ 2,000.00	\$ 4,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	
<b>Total Organization Expenses</b>	<b>\$ 6,636.00</b>	<b>\$ 6,939.00</b>	<b>\$ 14,136.00</b>	<b>\$ 14,136.00</b>	<b>\$ 14,136.00</b>	
Administrative Expenses						
Executive Director (Parry Klassen)	\$ 22,000.00	\$ 11,115.03	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	
Admin ED Assistant (CURES)	\$ 5,500.00	\$ 5,386.91	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	
Printings & Mailings	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	
Website Hosting	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
Meetings & Refreshments	\$ -	\$ -				
Phone Charges	\$ -	\$ -				
<b>Total Administration Expenses</b>	<b>\$ 28,500.00</b>	<b>\$ 16,501.94</b>	<b>\$ 77,500.00</b>	<b>\$ 77,500.00</b>	<b>\$ 77,500.00</b>	
Program Expenses						
Technical Consultants		\$ -				
Task 1 - MZ Boundary	\$ 8,710.00	\$ -				
Task 2 - MZ Characterization	\$ 25,550.00	\$ -				
Task 3 - GW Assessment	\$ 53,826.00	\$ 15,371.21				
Task 4 - PWS/Domestic well ID & Eval	\$ 28,288.00	\$ 1,144.95				
Task 5 - ID/Outreach to MZ participants	\$ 25,120.00	\$ 11,342.09				
Task 6 - Nitrate Treatment/Control Practices		\$ 550.00	\$ 40,183.00			
Task 7 - Prepare EA Plan		\$ 16,799.75	\$ 72,576.00			
Task 8- Early Action Plan Community Engagement (CE)		\$ 26,678.07	\$ 66,470.00			
Task 9 - Project Coordination/Admin	\$ -	\$ 15,055.80	\$ 33,434.00			
Task 10 - Stakeholder Mtgs	\$ -	\$ 10,272.35	\$ 66,164.00			
Task 11- Prelim MZ Prop prep	\$ -	\$ 2,821.50	\$ 79,728.00			
Implementation Activities Mar-Dec (Year 1 First Half)		\$ -	\$ 420,500.00			
FMZP		\$ -	\$ 182,400.00			
MZIP Implementation		\$ -		\$ 409,000.00		
Implementation Activities (Year 1, 2nd half+ Year 2, 1st Half)		\$ -		\$ 1,408,275.00		
Implementation Activities (Year 2, 2nd Half+50% Year 3 Annual)		\$ -			\$ 999,925.00	
<b>Total Program Expenses</b>	<b>\$ 141,494.00</b>	<b>\$ 100,035.72</b>	<b>\$ 961,455.00</b>	<b>\$ 1,817,275.00</b>	<b>\$ 999,925.00</b>	
Total Expenses	\$ 176,630.00	\$ 123,476.66	\$ 1,053,091.00	\$ 1,908,911.00	\$ 1,091,561.00	
Net Income	\$ (176,630.00)		\$ (1,053,091.00)	\$ (1,908,911.00)	\$ (1,091,561.00)	
Task 12- Grant prep support						(Task Optional)

### Management Zone Fee Summary by Industry/Permit Type

#### 2020

Based on Percent of total for work August - December 2020

Type/Indust.	Irrigated Ag Coalition	Dairy	POTW/City	Poultry	Wine/Food Proc	Biosolids/ Land/Composting	Others	Total
Total Cost MZ	\$105,978	\$39,742	\$12,364	\$5,299	\$9,715	\$2,649	\$883	\$ 176,630
Percentage	60.0%	22.5%	7.0%	3.0%	5.5%	1.5%	0.5%	100.0%

#### 2021

Based on Percent of total for work Jan - December 2021

Type/Indust.	Irrigated Ag Coalition	Dairy	POTW/City	Poultry	Wine/Food Proc	Biosolids/ Land/Composting	Others	Total
Total Cost MZ	\$631,855	\$236,945	\$73,716	\$31,593	\$57,920	\$15,796	\$5,265	\$ 1,053,091
Percentage	60.0%	22.5%	7.0%	3.0%	5.5%	1.5%	0.5%	100.0%

TOTAL Years 0 +1 \$ 1,229,721

#### Total Costs Aug 2020 - Dec 2021

Based on each sector share of total costs

	Irrigated Ag Coalition	Dairy	POTW/City	Poultry	Wine/Food Proc	Biosolids/ Land/Composting	Others	Total
Total Cost	\$737,833	\$276,687	\$86,080	\$36,892	\$67,635	\$18,446	\$6,149	\$1,229,721
Already Pledged/Paid	\$184,000	\$50,000	\$20,000	\$10,000	\$20,000	\$0	\$0	\$284,000
Amount Remaining Owed	\$553,833	\$226,687	\$66,080	\$26,892	\$47,635	\$18,446	\$6,149	\$945,721
WDR Holders	1	1	13	1	9	4	7	
VWC WDR Holders	1	1	3	1	3	0	1	10

#### 2022

Based on Percent of total for work Jan - December 2022

Type/Indust.	Irrigated Ag Coalition	Dairy	POTW/City	Poultry	Wine/Food Proc	Biosolids/ Land/Composting	Others	Total
Total Cost MZ	\$1,145,347	\$429,505	\$133,624	\$57,267	\$104,990	\$28,634	\$9,545	\$ 1,908,911
Percentage	60.0%	22.5%	7.0%	3.0%	5.5%	1.5%	0.5%	100.0%

#### 2023

Based on Percent of total for work Jan - December 2023

Type/Indust.	Irrigated Ag Coalition	Dairy	POTW/City	Poultry	Wine/Food Proc	Biosolids/ Land/Composting	Others	Total
Total Cost MZ	\$654,937	\$245,601	\$76,409	\$32,747	\$60,036	\$16,373	\$5,458	\$ 1,091,561
Percentage	60.0%	22.5%	7.0%	3.0%	5.5%	1.5%	0.5%	0.0%

#### Task 8 breakdown by sector

Irrigated Ag Coalition	Dairy	POTW/ City	Poultry	Wine/ Food Proc	Biosolids/ Land/Composting	Others
\$39,882	\$14,956	\$4,653	\$1,994	\$3,656	\$997	\$332

# MANAGEMENT ZONE STUDY FEE SUMMARY FOR POTW/CITY

Updated: 1/11/2021

<b>TOTAL COSTS BETWEEN AUGUST 2020 - DECEMBER 2021:</b>				<b>\$</b>	<b>86,080</b>
<b>AMOUNT PLEDGED/PAID:</b>					
City of Modesto			\$	5,000	
City of Ceres			\$	5,000	
Salida Sanitary District			\$	5,000	
Del Rio East			\$	5,000	
				\$	20,000
<b>AMOUNT OWED FOR AUGUST 2020 - DECEMBER 2021:</b>				<b>\$</b>	<b>66,080</b>
POTWs	Effluent Discharge (MGD)	Percentage	Cost		
Del Rio East		0.0%	\$ 1,000.00	* Minimum contribution amount is \$1,000.	
Snelling Community Services District	0.1	0.7%	\$ 1,000.00		
Others?		0.0%			
Totals			\$ 2,000.00	\$	2,000
				\$	64,080
POTWs	Effluent Discharge (MGD)	Percentage	Cost		
City of Modesto	9.3	67.3%	\$ 43,108.36		
City of Ceres	1.4	10.2%	\$ 6,524.51		
Salida Sanitary District	1.2	8.7%	\$ 5,592.44		
City of Waterford	0.6	4.4%	\$ 2,796.22		
City of Hughson	0.5	3.6%	\$ 2,330.18		
Delhi County Water District	0.5	3.6%	\$ 2,330.18		
Hilmar County Water District	0.3	2.2%	\$ 1,398.11		
Totals	13.8	100%	\$ 64,080.00	\$	-

**TOTAL COSTS FOR 2022: \$ 133,624**

**TOTAL COSTS FOR 2023: \$ 76,409**



**CITY COUNCIL  
CITY OF HUGHSON  
RESOLUTION NO. 2021- 03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON APPROVING  
THE CITY'S MEMBERSHIP IN THE VALLEY WATER COLLABORATIVE AND  
AUTHORIZING THE PAYMENT OF 3.6% OF THE TOTAL COSTS ASSOCIATED  
WITH THE PREPARATION OF THE REPORTS REQUIRED TO MEET THE STATE  
REQUIREMENTS FOR NITRATE COMPLIANCE ORDER R5-2012-0003**

**WHEREAS**, on May 29, 2020 the City received a Notice to Comply from the Central Valley Regional Water Quality Control Board related to the presence of nitrates in the groundwater; and

**WHEREAS**, as the operator of the Hughson Wastewater Treatment Facility in the Priority 1 basin area, where nitrates are present, the City is required to comply with Order R5-2012-0003, which requires the implementation of a Nitrate Control Program; and

**WHEREAS**, compliance can be achieved by two Pathways, Pathway A or Pathway B; and

**WHEREAS**, the City has elected to choose Pathway B which includes joining a Local Management Zone with other operators to reduce nitrate loading and to provide replacement water to communities and individuals whose wells are impacted by nitrates if necessary; and

**WHEREAS**, the City will join the Local Management Zone known as the Valley Water Collaborative to collectively develop a Preliminary Management Zone Proposal, Early Action Plan, Final Management Zone Proposal, and Implementation Plan; and

**WHEREAS**, by joining this Management Zone the City agrees to pay 3.6% of the costs associated with the hiring of a consultant and the preparation of documents necessary for the City to be in compliance with order R5-2012-0003; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson does hereby approve the City of Hughson's membership in the Valley Water Collaborative and authorizes the payment of 3.6% of the total costs associated with the preparation of the reports required to meet the state requirements for Nitrate Compliance Order R5-2012-0003.

**PASSED AND ADOPTED** by the City Council of the City of Hughson at its regularly scheduled meeting on this 25<sup>th</sup> day of January 2021, by the following roll call vote:

<  
<  
<

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**APPROVED:**

---

**GEORGE CARR, Mayor**

**ATTEST:**

---

**ASHTON GOSE, Deputy City Clerk**



## CITY COUNCIL AGENDA ITEM NO. 3.5

### SECTION 3: CONSENT CALENDAR

**Meeting Date:** January 25, 2021  
**Subject:** Approval to Adopt Resolution No. 2021-04, Removing Former Mayor Jeramy Young, and Adding New Mayor George Carr as a Signatory on the City of Hughson Bank Accounts at Bank of the West, Effective February 8, 2021  
**Presented By:** Ashton Gose, Management Analyst

**Approved By:** Merry Mayhew

---

#### **Staff Recommendation:**

Adopt Resolution No. 2021-04, removing former Mayor Jeramy Young, and adding new Mayor George Carr as a signatory on the City of Hughson bank accounts at the Bank of the West, effective February 8, 2021.

#### **Background and Overview:**

With the resignation of former Mayor Jeramy Young, and the appointment of New Mayor George Carr, it is necessary to initiate a change on the signature card for the City of Hughson bank accounts at Bank of the West to remove former Mayor Young and add new Mayor Carr as a signatory for the City of Hughson. Bank of the West requires the City of Hughson to provide them with certified copies of the City Council Minutes from which action taken to remove a designated signatory from, and/or, add a new signatory to the bank signature card. Therefore, the change on the signature card will not take effect until the January 25, 2021 meeting minutes are approved at the February 8, 2021 meeting.

Upon approval of this action, the individuals with signature authority will include George Carr, Merry Mayhew and Lisa Whiteside. The Management Analyst will notify Bank of the West and the signatories for the City of Hughson will be updated.

#### **Fiscal Impact:**

There is no fiscal impact associated with approval of this item.

**CITY OF HUGHSON  
CITY COUNCIL  
RESOLUTION NO. 2021-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON REMOVING  
FORMER MAYOR JERAMY YOUNG, AND ADDING NEW MAYOR GEORGE CARR AS  
A SIGNATORY ON THE CITY OF HUGHSON BANK ACCOUNTS AT BANK OF THE  
WEST, EFFECTIVE FEBRUARY 8, 2021**

**WHEREAS**, Jeramy Young has resigned from his position as Mayor and has left City of Hughson employment; and

**WHEREAS**, George Carr was appointed to the position of Mayor at the regular January 11, 2021 City Council meeting; and

**WHEREAS**, it is necessary to make changes to the City of Hughson bank accounts, by removing former Mayor Jeramy Young, and adding new Mayor George Carr as a designated signatory on the signature card for the City of Hughson Bank Account; and

**WHEREAS**, Bank of the West requires the City of Hughson provide the bank with certified copies of the City Council Minutes from which action was taken to remove a designated signatory from, and/or, add a new signatory to the bank signature card.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Hughson hereby remove former Mayor Jeramy Young and add new Mayor George Carr, as a designated signatory on the City bank accounts; effective February 8, 2021.

**PASSED AND ADOPTED** by the Hughson City Council at a regular meeting thereof, held on January 25, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

**APPROVED:**

---

**GEORGE CARR, Mayor**

**ATTEST:**

---

**ASHTON GOSE, Deputy City Clerk**



## **CITY COUNCIL AGENDA ITEM NO. 4.1**

### **SECTION 4: UNFINISHED BUSINESS**

**Meeting Date:** January 25, 2021  
**Subject:** Appoint a Qualified Resident of the City of Hughson to Fill the City Council Vacancy  
**Presented By:** Ashton Gose, Deputy City Clerk  
**Approved By:** Merry Mayhew

---

#### **Staff Recommendation:**

Appoint a qualified resident of the City of Hughson to fill the City Council Vacancy.

#### **Background and Overview:**

At the January 11, 2020 regularly scheduled City Council meeting, after Councilmember George Carr was appointed to the position of Mayor, the Council unanimously voted to fill the new City Council vacancy by appointment of a qualified Hughson resident at the January 25, 2021 regular City Council meeting.

At this time, the Council can discuss this appointment, nominate, and ultimately appoint an individual to fill the Council seat vacancy for the remaining term, expiring in November 2022.

If an appointment is made, the Deputy City Clerk will administer the Oath of Office to the newly appointed Council member and conduct the seating and roll call of the new Hughson City Council.

#### **Fiscal Impact:**

Per the Hughson Municipal Code, Hughson City Council members are compensated \$250.00 per month and are reimbursed for actual and necessary expenses incurred in the performance of official duties.



## **CITY COUNCIL AGENDA ITEM NO. 4.2**

### **SECTION 4: UNFINISHED BUSINESS**

**Meeting Date:** January 25, 2021

**Subject:** Approve the 2021 City Council Appointments to Boards and Committees

**Presented By:** Ashton Gose, Deputy City Clerk

**Approved By:** Merry Mayhew

---

#### **Staff Recommendation:**

Review the 2021 City Council Boards and Committees Appointments and appoint Council Members to serve in these vacancies.

#### **Background and Overview:**

The City Council's participation in various Boards and Committees within the City and Stanislaus County is very beneficial to the City and the Citizens of Hughson.

Per Government Code Section 40605 the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees. Discussion among the Council is encouraged to finalize the listing and appropriately place Councilmembers in Boards and Committees of their interest. Upon approval of the 2021 listing, the Deputy City Clerk will amend as approved and send the 2021 City Council Appointments to Boards and Committees to each of the Boards and Committees listed, so they may update their contacts.

These appointments will become effective immediately, and will remain effective until December 31, 2021, unless otherwise acted upon by the City Council.

#### **Fiscal Impact:**

There is no fiscal impact associated with this item.



## **CITY COUNCIL AGENDA ITEM NO. 4.2**

### **SECTION 4: UNFINISHED BUSINESS**

**Meeting Date:** January 25, 2020  
**Subject:** Approve the 2021 City Council Appointments to Boards and Committees  
**Presented By:** Ashton Gose, Deputy City Clerk  
**Approved By:** Merry Mayhew

---

#### **Staff Recommendation:**

Review the 2021 City Council Boards and Committees Appointments and appoint Council Members to serve in these vacancies.

#### **Background and Overview:**

The City Council's participation in various Boards and Committees within the City and Stanislaus County is very beneficial to the City and the Citizens of Hughson.

Per Government Code Section 40605 the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees. Discussion among the Council is encouraged to finalize the listing and appropriately place Councilmembers in Boards and Committees of their interest. Upon approval of the 2021 listing, the Deputy City Clerk will amend as approved and send the 2021 City Council Appointments to Boards and Committees to each of the Boards and Committees listed, so they may update their contacts.

These appointments will become effective immediately, and will remain effective until December 31, 2021, unless otherwise acted upon by the City Council.

#### **Fiscal Impact:**

There is no fiscal impact associated with this item.



## **City Council Boards & Committees Appointments**

**Adopted January 25, 2021**

2+2 Committee School District: Quarterly	Ramon Bawanan VACANCY -to be determined
Hughson Sports & Fitness Complex Steering Committee – Once Monthly	Sam Rush
2+2 Fire District Committee: Every Other Month	Harold Hill George Carr
Budget & Finance Subcommittee: As needed – 3 to 4 times per year	Ramon Bawanan VACANCY -to be determined
Economic Development Committee: 4 <sup>th</sup> Monday of Each Month	Harold Hill Sam Rush George Carr VACANCY (Alt)-to be determined
Southeast Stanislaus Hughson Family Resource Center Advisory Board: Once Monthly	George Carr
Sierra Vista Children & Family Board: Once Monthly	VACANCY
League of California Cities Executive Committee: Quarterly – Or As Needed	George Carr Harold Hill (Alt)
San Joaquin Valley Air Pollution Control District Committee: As Needed	Sam Rush VACANCY (Alt)-to be determined
Stanislaus Council of Governments (StanCOG) Board of Directors: 3 <sup>rd</sup> Wednesday of Each Month	George Carr Harold Hill (Alt)
Stanislaus County Disaster Council: Once A Year or As Needed	Harold Hill Ramon Bawanan (Alt)
Stanislaus County Local Task Force on Solid Waste: Quarterly	Sam Rush VACANCY (Alt)-to be determined




Stanislaus Economic Development Action Committee (EDAC): 2 Times Per Year	Harold Hill Sam Rush (Alt)
JPA – West Turlock Subbasin Groundwater Sustainability Agency - Quarterly	VACANCY-to be determined Sam Rush (Alt)
Homeless Alliance Board - Monthly	VACANCY-not required to be filled
Turlock Mosquito Abatement District	Michael Ann Mitchell



## **CITY COUNCIL AGENDA ITEM NO. 6.1**

### **SECTION 6: NEW BUSINESS**

**Meeting Date:** January 25, 2021  
**Subject:** Approval to Authorize City Staff to Release Bid Documents for the Walker Lane Improvement Project  
**Enclosure:** Walker Lane Bid and Plan Set  
**Presented By:** Lea C. Simvoulakis, Community Development Director  
**Approved By:** 

---

#### **Staff Recommendation:**

Authorize City staff to release bid documents for the Walker Lane Improvement Project.

#### **Background and Overview:**

The Walker Lane Improvement Project will improve Walker Lane and will add curb, gutter, and sidewalks to both sides of the street. The existing asphalt will be ground and milled so that new sub-base and .2 feet of asphalt can be added to the roadway to match the grades of the new curb and gutter. The sidewalk on the north side of Walker Lane will be dead ended as it approaches Tully Road to facilitate future connections to a sidewalk along Tully Road. New storm drain drop inlets will be constructed and a connecting pipe will be installed to the existing storm drain system. The water valve covers and manholes will be raised/lowered to match the new roadway elevations. New striping of the centerline, stop bar, and stop legends will be added. All driveways to residents will be matched with similar material if needed.

This project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City. This is a Community Development Block Grant (CDBG) project and is part of the City's project list for the 2020-2021 Annual Action Plan (AAP) prepared by the County. The AAP is an annual plan that the Urban County prepares pursuant to the goals outlined in the Consolidated Plan. The AAP identifies how each city will spend their CDBG funds. The CDBG projects are meant to address housing and community development needs each year. Complete streets with accessible and walkable sidewalks are an important component of community development. Walker Lane is one of the last streets in the City that does not have sidewalks. The remaining streets without sidewalks will continue to be the focus of CDBG funds so that in the

near future all streets in Hughson will have adequate sidewalks and if possible, bike lanes, for all modes of pedestrian movement.

**Fiscal Impact:**

The City was allocated \$181,175 in CDBG funds for the 2020-2021 fiscal year. The City has been collecting CDBG funds for over two years to be able to complete this project. Currently there is \$435,523 in CDBG funds budgeted and available for this project. The engineer's estimate for the construction of the project is \$314,713. With a 10% construction contingency and a 10% construction management contingency, the total cost of the project will be \$377,655.60. About \$10,000 has been used for engineering services up to this point, leaving a significant amount of the budget for the construction and contingency components.



# **CONTRACT DOCUMENTS**

## **FOR**

### **CITY OF HUGHSON WALKER LANE IMPROVEMENT PROJECT**

Plans and Specifications Approved By the City:

**January 25, 2021**

CITY OF HUGHSON COMMUNITY  
DEVELOPMENT DEPARTMENT  
7018 PINE STREET  
HUGHSON, CA 95326  
Phone: (209) 883-4054

*COMMUNITY DEVELOPMENT DEPARTMENT*

**PART I: BID**  
**FOR**  
**WALKER LANE IMPROVEMENT PROJECT**  
**IN**  
*HUGHSON, CALIFORNIA*

*Bids to Be Opened On:*  
*Wednesday, February 24, 2021*  
*11:00a.m*

CITY MANAGER  
Merry Mayhew

MAYOR  
George Carr

MAYOR PRO-TEM  
Harold Hill

COUNCIL MEMBERS

Samuel Rush

Ramon Bawanan

Vacant

Prepared By:  
WILLDAN ENGINEERING

Approved for Construction By:

GARY L. TAYLOR, PE  
RCE#38839

LEA SIMVOULAKIS  
COMMUNITY DEVELOPMENT DIRECTOR



For use in Connection with the May 2010 Standard Specifications and Standard Plans of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

## TABLE OF CONTENTS

Description	Page No.
BID.....	3
BID SCHEDULE.....	5
LIST OF SUBCONTRACTORS.....	6
PUBLIC CONTRACT CODE.....	7
Public Contract Code Section 10285.1 Statement.....	7
Public Contract Code Section 10162 Questionnaire.....	7
Public Contract Code 10232 Statement.....	8
NONCOLLUSION AFFIDAVIT .....	9
BIDDER'S BOND .....	11
SAMPLE CONTRACT .....	12
SAMPLE PAYMENT BOND .....	22
SAMPLE PERFORMANCE BOND.....	23

(Some colored inks will not reproduce in copy  
machines, please use black ink to complete this bid.)

## BID

BID TO THE CITY OF HUGHSON COMMUNITY

DEVELOPMENT DEPARTMENT

WALKER LANE IMPROVEMENT PROJECT

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

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_

*(Please include even if P.O. Box used)*

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO: AREA CODE (    ) \_\_\_\_\_

FAX NO: AREA CODE (    ) \_\_\_\_\_

CONTRACTOR LICENSE NO. \_\_\_\_\_

EMAILADDRESS: \_\_\_\_\_

The work for which this bid is submitted is for construction in conformance with the special provisions (including less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and in conformance with the California Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated January 25, 2021 and are entitled:

CITY OF HUGHSON  
COMMUNITY DEVELOPMENT DEPARTMENT  
NOTICE TO BIDDERS AND SPECIAL PROVISIONS FOR

*WALKER LANE IMPROVEMENT PROJECT*

*IN*

*HUGHSON, CALIFORNIA*

The project plans for the work to be done were approved January 25, 2021 and are entitled:

CITY OF HUGHSON  
COMMUNITY DEVELOPMENT DEPARTMENT  
PROJECT PLANS FOR

*WALKER LANE IMPROVEMENT PROJECT*

*IN*

*HUGHSON, CALIFORNIA*

City of Hughson  
Walker lane Improvements Project

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

This is not a Federal-Aid project and therefore any Federal-Aid provisions do not apply.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the *CITY OF HUGHSON* Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. 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 been provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall 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 shall 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 *CITY OF HUGHSON*, and that discretion will be exercised in the manner deemed by the *CITY OF HUGHSON* to best protect the public interest in the prompt and economical completion of the work. The decision of the *CITY OF HUGHSON* respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the Public Contract Code, with surety satisfactory to the *CITY OF HUGHSON*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *CITY OF HUGHSON* that the contract has been awarded, the *CITY OF HUGHSON* may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this bid shall operate and the same shall be the property of the *CITY OF HUGHSON*.

The undersigned, as bidder, 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; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this bid is accepted, that he will contract with the *CITY OF HUGHSON*, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:



## BID SCHEDULE

Item	F	Description	Quantity	Units	Unit Price	Total
1		Mobilization	1	LS	\$10,000.00	\$10,000.00
2		Traffic Control Plan & Implementation System	1	LS	\$	\$
3		Demolition, Clearing, Grubbing	1	LS	\$	\$
4		Roadway Excavation	1	LS	\$	\$
5		Sawcut	116	LF	\$	\$
6		PCC Sidewalk	5535	SF	\$	\$
7		PCC Curb and Gutter (Drive-Over)	912	LF	\$	\$
8		PCC Curb and Gutter (Vertical)	285	LF	\$	\$
9		PCC Curb Ramp	5	EA	\$	\$
10		Concrete Driveway	13	EA	\$	\$
11		Drainage Inlet G1	1	EA	\$	\$
12		Mill (Existing AC) 0.20' Min.	2,210	SY	\$	\$
13		Asphalt Concrete Pavement (Type A, 1/2" Mix)	300	TN	\$	\$
14		Stop Legend	2	EA	\$	\$
15		Detail 1	371	LF	\$	\$
16		Stop Bar	55	LF	\$	\$
17		6" Yellow	200	LF	\$	\$
<b>BASE BID</b>					\$	

**LIST OF SUBCONTRACTORS**

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, "General," of the special provisions.

Name and Address	Description of Portion of Work Subcontracted

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

## PUBLIC CONTRACT CODE

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall 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

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

## **Public Contract Code 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, 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 Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**“NONCOLLUSION” AFFIDAVIT TO BE EXECUTED BY BIDDER AND  
SUBMITTED WITH BID**

**Public Contract Code § 7106**

State of California

County of Stanislaus \_\_\_\_\_

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

BIDDER:

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Name and Title of Signatories)

\_\_\_\_\_  
(Legal Name Bidder)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone Number)

City of Hughson  
Walker lane Improvements Project

Accompanying this Bid is \_\_\_\_\_

*(NOTICE: INSERT THE WORDS "CASH(\$," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)*

in amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the foregoing bid as principals are as follows:

## IMPORTANT NOTICE

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

.  
.  
.  
.

Licensed in conformance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Classification(s) \_ \_ \_ \_ \_

## ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

*(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)*

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California that the Noncollusion Affidavit, Public Contract Code Section 7106 is true and correct.

Date: \_\_\_\_\_

Sign Here: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature and Title of Bidder

City of Hughson  
Walker lane Improvements Project

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

Place of Business \_\_\_\_\_

Place of Residence \_\_\_\_\_

*CITY OF HUGHSON*  
*COMMUNITY*  
*DEVELOPMENT DEPARTMENT*

**BIDDER'S BOND**  
**WALKER LANE IMPROVEMENT**  
**PROJECT**

-----  
----- as Principal, and

as Surety are bound unto the City of Hughson, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

Whereas, the Principal is submitted to the obligee for: demolition, clearing, grubbing, drainage improvements, sidewalk construction, pavement work, signs and striping.

for which bids are to be opened at the office of the City Clerk of the City of Hughson, in City Hall, 7018 Pine Street, Hughson, CA 95326 on Wednesday, February 24, 2021 at 11:00 a.m.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

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

Dated: \_\_\_\_\_, 20

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

City of Hughson  
Walker lane Improvements Project

CERTIFICATE OF ACKNOWLEDGEMENT

State of California

City/County of \_ \_ \_ \_ \_

On this \_\_\_\_ day of \_ \_ \_ \_ \_ in the year 20\_\_ before me

\_\_\_\_\_, personally appeared \_ \_ \_ \_ \_  
*Attorney-in-fact*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

*Notary Public*



**SAMPLE CONTRACT**  
**CONSTRUCTION SERVICES AGREEMENT**  
CONTRACT ID# \_\_\_\_\_  
(City of Hughson/[contractor])

DATE: \_\_\_\_\_

PARTIES: CITY: City of Hughson  
Post Office Box 9  
Hughson, CA 95326

CONTRACTOR: [contractor name]  
[contractor address]  
[city, state zip]

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Hughson, a California municipal corporation ("City") and \_\_\_\_\_ ("Contractor").

RECITALS

WHEREAS, the City has determined that it requires certain construction services provided as set forth in this Agreement.

WHEREAS, this Agreement is for the provision of those construction services by Contractor to City.

WHEREAS, the Contractor represents that it is qualified and able to perform the construction services by virtue of its experience and the training, education, and professional ability of its principals and employees.

WHEREAS, the Contractor further represents that it is willing to accept responsibility for performing such construction services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

1. Definitions

1.1. "Chapter 1": Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code.

- 1.2. "Contract Documents": It is mutually agreed and understood that the complete Contract shall consist of this Agreement, and the following component documents, all of which are fully a part hereof as if herein set out in full, or if not attached, as if attached, and which together constitute the Contract Documents:
  - 1.2.1. Notice to Bidders
  - 1.2.2. Bidding Contractor's Proposal
  - 1.2.3. Accepted Bid
  - 1.2.4. Faithful Performance Bond and Labor and Materials Bond (if applicable)
  - 1.2.5. Special provisions
  - 1.2.6. Project Plans
  - 1.2.7. Revised standard specifications
  - 1.2.8. Standard specifications including City of Hughson Improvement Standards
  - 1.2.9. Revised standard plans including City of Hughson Standard Plans
  - 1.2.10. Standard Plans
  - 1.2.11. Supplemental project information
  - 1.2.12. Disadvantaged Business Enterprise Program
- 1.3. "Contract Price": Price at which Contractor agrees to perform Scope of Services and City agrees to pay Contractor to perform Scope of Services.
- 1.4. "DIR": Department of Industrial Relations
- 1.5. "Project": WALKER LANE Project
- 1.6. "Scope of Services": Such construction services as are set forth in the Contract Documents.

## 2. Scope of Construction Agreement

- 2.1. Contractor agrees to provide constructions services at \_\_\_\_\_ as described in Contract Documents.
- 2.2. Failure of the Contractor to include any scope of work identified in the Contract Documents will not excuse Contractor's liability to perform such work, unless Contractor provides written notice that Contractor's bid does not include the scope of work defined in the Contract Documents and City accepts Contractor's bid with the understanding that Contractor will not be providing construction services for the scope of work specifically identified in Contractor's written notice to the City.
- 2.3. Contractor agrees to do all the work and furnish all the labor, material, equipment and appliances to complete the work in accordance with the Contract Documents.
- 2.4. Contractor agrees to do and perform said work diligently as directed by the City until completion is evidenced by written acceptance by the City.
- 2.5. Contractor agrees to do and perform the work contemplated hereby and furnish all labor, material, appliances, equipment, tools and pay all taxes therefore, at the bid price specified in the Bid form submitted by the Contractor.
- 2.6. Contractor agrees to remedy, at his expense, any defects in the work which shall appear within a period of twelve (12) months from the date of the final acceptance of the work.
- 2.7. Contractor shall comply with all Federal, State, and local laws, regulations and requirements necessary for the provision of contracted services.
- 2.8. Contractor shall comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.

- 2.9. Contractor shall maintain current throughout the life of this Agreement, all permits, licenses, certificates, and insurances that are necessary for the provision of contracted services.

3. Term of Agreement

- 3.1. This Agreement shall commence on the date of execution by the City, and continue until [date], unless said work is completed on a date prior thereto or unless terminated earlier as provided herein.
- 3.2. Contractor agrees to commence work on its Scope of Services within **10** calendar days after receipt of Notice to Proceed and to complete said work within **30** calendar days from date established by the Notice to Proceed.
- 3.3. Should the Contractor fail to complete the work included in the Scope of Services within the time limit agreed upon or such extensions thereof as may be granted, a deduction of One Thousand dollars (\$1,000.00) per day will be made from amounts otherwise due the Contractor for each and every calendar day, or fraction thereof, that the work, or each stated portion, remains incomplete after the date set for its completion.

4. Hours Worked

- 4.1. Contractor shall comply with and be bound by the provisions of Labor Code section 1810 acknowledging that eight (8) hours labor constitutes a legal day's work.
- 4.2. Contractor shall comply with and be bound by the provisions of Labor Code section 1813 concerning penalties for workers who work excess hours. The Contractor, shall as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code.
- 4.3. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of 8 (eight) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

5. Compensation

The compensation shall not exceed the amount of \$ \_\_\_\_\_ for construction services performed pursuant to this Agreement paid in accordance with the following bid schedule:

City of Hughson  
Walker lane Improvements Project

[Bid Schedule to be inserted  
after award

Item	F	Description	Quantity	Units	Unit Price	Total
1						
2						

Item	F	Description	Quantity	Units	Unit Price	Total
3						
4						
5						
6						
7						

6. Invoicing

- 6.1. Contractor shall submit one original and one copy of each invoice to the City, Post Office Box 9, Hughson, California 95326 by the end of each month. The invoice must include the value of all work completed as of the 20th day of the current month. All invoices must reference this Contract ID Number and the services performed.
- 6.2. On or about the tenth day of each month after the commencement of work, an amount equal to ninety-five percent (95%) of the value of all work completed as of the 20th day of the preceding month, based on the quantities of work completed, as determined by the Engineer at the unit prices stated, less the aggregate of all previous payments made to the Contractor, will be paid by City to Contractor.
- 6.3. Thirty (30) days after completion of the Contract and its acceptance by the City, the balance of the Contract Price will be paid. Such final payment will not be made until completion of the entire project and acceptance of the whole by the City.
- 6.4 Contractor may substitute securities in lieu of retained funds in accordance with Public Contract Code section 22300.
- 6.5. It is further agreed by the parties that before each payment is made as provided above, receipts and releases of liens of all kinds for all labor and materials and all other indebtedness connected with the work shall be presented to the City by the Contractor upon the request of the City.

7. Contractor's Status

- 7.1. Prior to submitting a bid, the Contractor and subcontractors must be registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5, subject to limited legal exceptions under Labor Code section 1771.1.
- 7.2. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.

8. Contractor Responsibility for Employees and Subcontractors

- 8.1. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

- 8.2. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.
- 8.3. By executing the Contract, the contractor certifies that every subcontractor who will perform work on the Project is not ineligible pursuant to Labor code Sections 1777.1 or 1777.7. In accordance with Public Contract Code Section 6109, any contractors who are ineligible to perform work on public works project pursuant to Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded, or perform work on this Project. To the full extent permitted by law he Contractor shall hold harmless and indemnify the City from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.
- 8.4. The City has full authority to compromise or otherwise settle any claim relating to the Project at any time. However, the City shall notify Contractor of the receipt of any third-party claim relating to the Project.

## 9. Bonding Requirements

If this total bid amount as set forth in the Bid is in excess of \$25,000, then Contractor shall provide a Faithful Performance Bond and a Labor and Materials Bond, in the sum of 100% of the contract price; the Faithful Performance Bond will be retained by the City for twelve (12) months following final acceptance by the City of the improvements constructed to guarantee correction of failures attributable to workmanship and materials. Upon the final acceptance by the City, the amount of the Faithful Performance Bond may be reduced to twenty percent (20%) of the actual improvement construction costs.

## 10. Public Work Acknowledgment

- 10.1. Contractor acknowledges that the project as defined in the Contract Documents between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 (commencing with section 1720) of the California Labor Code ("Chapter 1"), and that this Agreement is subject to:
  - 10.1.1. Chapter 1, including without limitation Labor Code section 1771; and
  - 10.1.2. The rules and regulations established by the Director of Industrial Relations implementing such statutes. Contractor shall perform all work on the project as public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 10.1.1 and 10.1.2 as though set forth in full herein.
- 10.2. California law requires inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions in this Agreement, whether or not required by California law, does not alter the meaning or scope of Section 10 of this Agreement.

## 11. Labor Compliance Monitoring

- 11.1. Pursuant to Labor Code section 1771.4, Contractor's services are subject to labor compliance monitoring and enforcement by the DIR. Contractor shall post job site

notices, as prescribed by DIR regulations.

- 11.2. Contractor shall comply with and be bound by the provisions of Labor Code section 1776, which requires Contractor and each subcontractor to:
  - 11.2.1. Keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; and
  - 11.2.2. Certify and make such payroll records available for inspection as provided by Section 1776; and
  - 11.2.3. Inform the City of the location of the records.
- 11.3. Payment to Contractor shall not be made when payroll records are delinquent or inadequate.

## 12. Prevailing Wage Requirements

- 12.1. Pursuant to Labor Code section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Scope of Services are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Contract.
- 12.2. Contractor shall comply with and be bound by the provisions of Labor Code sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any subcontractor.
- 12.3. Contractor shall comply with and be bound by the provisions of Labor Code sections 1777.5, 1777.6 and 1777.7 and California Administrative Code title 8, section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.
- 12.4. The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

## 13. Indemnification

To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City's officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Contract, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. This indemnity requirement applies to

City of Hughson  
Walker lane Improvements Project

any claim, liability, compensation, fines, penalties, or other amounts arising from or incidental to any alleged defects in the content or manner of submission of the Contractor's bid for the Contract. All duties of Contractor under this Section shall survive termination of the Contract.

14. Assignment

Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

15. Insurance

- 15.1. Contractor, if required to work on City property during the contract period, shall submit proof of insurance to City showing City, its officers, agents, and employees named as Additional Insured and insurance policy shall contain provisions that such policy may not be cancelled except after thirty (30) days written notice to City, ten (10) day's notice if cancellation is due to nonpayment of premium.
- 15.2. Contractor agrees that Contractor is responsible to ensure that the requirements set forth in this section/paragraph are also met by Contractor's subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the City.
- 15.3. General Liability Limits
- |  |                       |
|--|-----------------------|
| 15.3.1. BI & PD combined/per occurrence                | \$1,000,000           |
| /Aggregate   | \$1,000,000           |
| 15.3.2. Personal Injury/Aggregate                      | \$1,000,000           |
| 15.3.3. Workers' Compensation and Employer's Liability | Statutory requirement |



16. Discrimination

Contractor shall not discriminate against any individual based on race, color, religion, nationality, sex, age, or handicap condition.

17. Notices

Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be affected 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 to Post Office Box 9, Hughson, California 95236.

18. Termination

If the Contractor breaches or habitually neglects the Contractor's duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the City may, by written notices, immediately terminate this Agreement without prejudice to any other remedy to which the City may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon sixty (60) calendar days written notice to other party.

19. Conflict of Interest Statement

- 19.1. 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 services required to be performed under this Agreement.
- 19.2. 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
- 19.3. Contractor shall not hire City's employees to perform any portion of the work or services provided for herein, including secretarial, clerical, and similar incidental services except upon the written approval of the City.
- 19.4. Performance of services under this Agreement by associates or employees of Contractor shall not relieve Contractor from any responsibility under this Agreement.

20. Drug Free Workplace

Contractor shall comply with the provisions of Government Code section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

21. 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.

22. Forum Law

City of Hughson  
Walker lane Improvements Project

The Laws of the State of California shall govern this Agreement. Venue is Stanislaus County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

23. 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.

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

Contractor

By: \_\_\_\_\_  
[Official name]  
[Official title]

Date: \_\_\_\_\_

Approved as to Form:

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

Daniel Schroeder  
City Attorney

City

City of Hughson  
Post Office Box 9  
Hughson, CA 95326

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

\_\_\_\_\_  
Merry Mayhew  
City Manager

Date: \_\_\_\_\_

## SAMPLE PAYMENT BOND

(Section 3247, Civil Code)

WHEREAS, The City of Hughson, acting by and through the Community Development Department, hereafter referred to as "Obligee", has awarded to Contractor \_\_\_\_\_ hereafter designated as the "Principal", a contract for the work described as follows:

The work generally consists of, but is not limited to, the following: a d j u s t water and sewer services, roadway excavation and grading, asphalt grinding/milling, roadway paving and street striping. The contractor shall include in his bid and provide all labor, tools and materials for a complete project in conformance with the intent shown on the drawings and specified herein.

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

~~This bond shall inure to the benefit of any~~ ~~persons or their assigns in any suit brought upon this bond.~~ of the persons named in Civil Code Section 3181 as to give a right of action to such

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

### CERTIFICATE OF ACKNOWLEDGEMENT

State of California  
City / County of \_\_\_\_\_

On this day of \_\_\_\_\_, 20\_\_ before me \_\_\_\_\_ personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence)

*Attorney-in-Fact*

to be the person whose name is subscribed to this instrument as the attorney-in-fact of

\_\_\_\_\_ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL) Notary Public

CITY OF HUGHSON  
COMMUNITY DEVELOPMENT DEPARTMENT

**SAMPLE PERFORMANCE  
BOND**

(To Accompany Contract)

Bond No. \_ \_ \_ \_ \_

WHEREAS, the City of Hughson, acting by and through the Community Development Department, has awarded to Contractor hereafter designated as the "Contractor", a contract for the work described as follows:

The work generally consists of, but is not limited to, the following: a d j u s t water and sewer services, roadway excavation and grading, asphalt grinding/milling, roadway paving and street striping. The contractor shall include in his/her bid and provide all labor, tools and materials for a complete project in conformance with the intent shown on the drawings and specified herein.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the City of Hughson in the sum of \$ \_\_\_\_\_ dollars, to be paid to said City or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the City / County of \_\_\_\_\_, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

Correspondence or claims relating to this bond

should be sent to the Surety at the following

address:

We have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of \_ \_ \_ \_ \_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me \_\_\_\_\_, a notary public in and for the City / County of \_\_\_\_\_

\_\_\_\_\_ , a personally appeared

\_\_\_\_\_ known to me to be the person whose name is subscribed to this \_\_\_\_\_ *Attorney-in-fact*

instrument and known to me to be the attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL) Notary Public



*CITY OF HUGHSON*  
*COMMUNITY DEVELOPMENT DEPARTMENT*

## **PART II: NOTICE TO BIDDERS & SPECIAL PROVISIONS**

**FOR  
WALKER LANE IMPROVEMENT PROJECT**

**BID OPENING- February 24, 2021 IMMEDIATELY AFTER 11:00 A.M.**

For use in Connection with federally funded Local Assistance construction projects administered under the Standard Specifications Dated 2018 and Standard Plans Dated 2018 of the California Department of Transportation; and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished; and the City of Hughson Improvement Standards dated October 10, 2007, insofar as the same may apply and in accordance with the Special Provisions.

This Page Intentionally Blank

City of Hughson  
Walker lane Improvements Project

These Special Provisions contained herein have been prepared by or under the direction of the following Registered Person.



**REGISTERED CIVIL ENGINEER**  
**Gary L Taylor, PE**

**This Page Intentionally Blank**



## **DOCUMENT ORGANIZATION**

STANDARD PLANS LIST

NOTICE TO BIDDERS

SPECIAL PROVISIONS

ORGANIZATION

DIVISION I GENERAL PROVISIONS

1. GENERAL
2. BIDDING
3. CONTRACT AWARD AND EXECUTION
4. SCOPE OF WORK
5. CONTROL OF WORK
6. CONTROL OF MATERIALS
7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC
8. PROSECUTION AND PROGRESS
9. PAYMENT

## **CALTRANS 2010 STANDARD PLANS LIST**

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

### **ABBREVIATIONS, LINES, SYMBOLS AND LEGEND**

A10A	Abbreviations (Sheet 1 of 2)
RSP A10B	Abbreviations (Sheet 2 of 2)
A10C	Lines and Symbols (Sheet 1 of 3)
A10D	Lines and Symbols (Sheet 2 of 3)
A10E	Lines and Symbols (Sheet 3 of 3)

### **PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS**

A2.0A	Pavement Markers and Traffic Lines, Typical Details
A2.0B	Pavement Markers and Traffic Lines, Typical Details
RSP A20C	Pavement Markers and Traffic Lines, Typical Details
A2.0D	Pavement Markers and Traffic Lines, Typical Details
RSP A2.4A	Pavement Markings - Arrows
A2.4B	Pavement Markings - Arrows and Symbols
RSP A2.4C	Pavement Markings - Symbols and Numerals
A2.4D	Pavement Markings- Words
RSP A2.4E	Pavement Markings- Words, Limit and Yield Lines
RSP A24F	Pavement Markings- Crosswalks

### **CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING**

RSPA87A	Curbs and Driveways
RSPA87B	Hot Mix Asphalt Dikes
RSPABBA	Curb Ramp Details
RSPABBB	Curb Ramp and Island Passageway Details

### **TEMPORARY WATER POLLUTION CONTROL Temporary Water**

	Pollution Control Details (Temporary Silt Fence)
T51	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T56	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T61	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T62	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T63	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
T64	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)

CITY OF HUGHSON  
COMMUNITY DEVELOPMENT DEPARTMENT

## NOTICE TO BIDDERS

Sealed bids will be received at the Office of the City Clerk of the City of Hughson, in City Hall, 7018 Pine Street, Hughson, CA 95326 until 11:00 a.m. on February 24, 2021, for **WALKER LANE IMPROVEMENT PROJECT**, at which time they will be publicly opened and read.

The work generally consists of, but is not limited to the following: demolition, clearing, grubbing, drainage improvements, concrete flatwork, roadway excavation and grading, roadway paving, and striping. The contractor shall include in his bid to provide all labor, tools and materials for a complete project in conformance with the intent shown on the drawings and specified herein.

**Procurement of Plans and Special Provisions:** The contract documents are entitled **WALKER LANE IMPROVEMENT PROJECT**. All contract documents, plans, and specifications must be obtained from the City of Hughson's Consultant, Willdan Engineering, (Contact: Peter Rei) (209) 743-4469. Plans and specifications will be available for electronic download at no cost. Contact Mr. Peter Rei at [prei@willdan.com](mailto:prei@willdan.com) for access to electronic documents. Upon contacting, Willdan Engineering will add the contractor to the Registered Plan Holders List. Only registered plan holders will be permitted to submit a bid for the project.

Plans and special conditions are based on the use of the 2010 Caltrans Standard Specifications, current edition, and all supplements.

**Bid Bond:** Bids, accompanied by a cash deposit or a certified check or a bid bond payable to the City of Hughson in the amount of ten percent (10%) of the total amount of the bid, must be in the hands of Community Development Director, City Hall, 7018 Pine Street, Hughson, CA 95326, prior to the hour advertised for the opening of bids. All bids will be opened at the noticed hour.

**Pre-Bid Meeting:** A non-mandatory pre-bid meeting is scheduled for 2:00 p.m. on July 10, 2019, location will be on the project at intersection of Walker lane and Orchard Street in Hughson, CA 95326.

**Required Contractor's License(s):** Under Public Contract Code section 3300 and Business and Professions Code section 7028.15(e), the City of Hughson requires that the contractor possess a valid **Class A** contractor's license at the time that the contract is awarded. Failure to possess the specified license will render the bid non-responsive and will bar the award of the contract to any bidder not possessing such license at the time of the award.

**Required Contractor and Subcontractor DIR Registration:** The City of Hughson will accept bids only from bidders that (along with all subcontractors listed) are currently registered and qualified to perform public work pursuant to Labor Code section 1725.5; provided, however, that if a bidder is a joint venture (Business & Professions Code § 7029.1) then City of Hughson may accept a non-complying bid provided that the bidder and all listed subcontractors are registered at the time the contract is awarded. Please provide a State issued Department of Industrial Relations (DIR) registration number with the bid proposal. Information on registration with the DIR is available at: <https://efiling.dir.ca.gov/PWCR>. This is a separate requirement from the Contractors State License Board licensing requirement.

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

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

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

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

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

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

**Bid Protest Procedure:** Any bid protest must be in writing and received by City at 7018 Pine Street, Hughson California, before 5:00 p.m. no later than two working days following bid opening (the "Bid Protest Deadline") and must strictly comply with the requirements set forth in this Bid Protest Procedure.

1. **General.** Only a bidder who has actually submitted a responsive 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. **Protest Contents.** 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 Bid Form, Contract Documents, or bidding documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. **Copy to Protested Bidder.** A copy of the protest and all supporting documents must be concurrently 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 upon the outcome of the protest.
4. **Response to Protest.** The protested bidder may submit a written response to the protest, provided the response is received by City before 5:00 p.m., within two working days after the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (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, email address, and telephone number of the person representing the protested bidder if different from the protested bidder.
5. **Copy to Protesting Bidder.** A copy of the response and all supporting documents must be concurrently transmitted by fax or by email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
6. **City's Decision.** The scope of the bid protest considered by the City shall be limited to the issues set forth in the bid protest timely filed pursuant to this Policy. The City may take any action on the bid protest that is authorized by law, including adoption of City staff's recommended determination of the bid protest, adoption of a determination different from that recommended by City staff, or the rejection of all bids without deciding the bid protest. The decision of the City on a bid protest shall be the final administrative action on the protest and shall exhaust the protesting bidder's administrative remedies.
7. **Exclusive Remedy.** The procedure and time limits set forth in this Bid Protest Procedure are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
8. **Right to Award.** The City Council reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or

City of Hughson  
Walker lane Improvements Project

continuing challenge to its determination.

9. **Rejection of All Bids.** The filing of a bid protest shall not preclude the City from rejecting all bids. Rejecting all bids shall render a protest moot and terminate all protest proceedings.

The Number of Working Days for this project is 60. Bids are required for the entire work described herein

Date \_\_\_\_\_

Ashton Gose  
City Clerk  
City of Hughson

**COPY OF BID ITEM LIST  
(NOT TO BE USED FOR BIDDING PURPOSES)**

Item	F	Description	Quantity	Units	Unit Price	Total
1		Mobilization	1	LS	\$10,000.00	\$10,000.00
2		Traffic Control Plan &	1	LS	\$	\$
3		Demolition, Clearing, Grubbing	1	LS	\$	\$
4		Roadway Excavation	1	LS	\$	\$
5		Sawcut	116	LF	\$	\$
6		PCC Sidewalk	5535	SF	\$	\$
7		PCC Curb and Gutter (Drive-Over)	912	LF	\$	\$
8		PCC Curb and Gutter (Vertical)	285	LF	\$	\$
9		PCC Curb Ramp	5	EA	\$	\$
10		Concrete Driveway	13	EA	\$	\$
11		Drainage Inlet G1	1	EA	\$	\$
12		Mill (Existing AC) 0.20' Min.	2,210	SY	\$	\$
13		Asphalt Concrete Pavement (Type A, 1/2" Mix)	300	TN	\$	\$
14		Stop Legend	2	EA	\$	\$
15		Detail 1	371	LF	\$	\$
16		Stop Bar	55	LF	\$	\$
17		6" Yellow	200	LF	\$	\$

This Page Intentionally Blank



**CITY OF HUGHSON COMMUNITY  
DEVELOPMENT DEPARTMENT**

## SPECIAL PROVISIONS

## ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

[illegible]

## DIVISION I GENERAL PROVISIONS

[illegible]

# 1 GENERAL

- **Add to section 1-1.05:**

Whenever in the Standard Specifications, Special Provisions, Notice to Contractor, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

State	City of Hughson
Department	City of Hughson
Director	City Council, City of Hughson
Engineer	City Engineer, City of Hughson, acting either directly or through properly authorized agent or consultants.
City	The Community Development Department, City of Hughson

- **Add to Section 1-1.01**

The following abbreviations apply to this list:

City denotes City of Hughson Improvement Standards

SP denotes Project Special Provisions

Bid Items and Applicable Sections		
Item No.	Item Description	Applicable
1	Mobilization	9
2	Traffic Control Plan and Implementation	12
3	Demolition, Clearing and Grubbing	15
4	Roadway Excavation	17,19,30
5	Saw Cut	SP
6	PCC Sidewalk	73
7	PCC Curb and Gutter (Drive-Over)	73
8	PCC Curb and Gutter (Vertical)	73
9	PCC Curb Ramp	73
10	Concrete Driveway	73
11	Drainage Inlet	70
12	Mill (Existing AC) 0.20' Min.	37
13	Aggregate Concrete Pavement	39
14	Stop Legend	84,85
15	Detail 1	84
16	Stop Bar	84,85
17	6" Yellow	84,85

\*\*\*\*\*

## 2 BIDDING

- **Add to Section 2-1.06B**

The Department makes the following supplemental project information available:

<u>Means</u>	<u>Description</u>
n/a	n/a

- **Delete Section 2.15 Disadvantaged Veteran Business Enterprise**
- **Delete Section 2.18 Small Business and Non-Small Business Subcontractor Preferences**

\*\*\*\*\*

## 3 CONTRACT AWARD AND EXECUTION

- **Replace Submit Any Bid Protest To The Office Engineer section 3-1.04 with:**

Any bid protest must follow the Bid Protest Procedure identified within the "Notice to Bidders" section above.

- **Replace the table in the third paragraph (Contract Award Period) of section 3-1.04 with:**

The City will award the contract within 60 days of the bid opening.

- **Replace the provisions of Section 3-1.07 Insurance Policies with:**

1. Contractor shall submit proof of insurance to City showing City, its officers, agents, and employees named as Additional Insured and insurance policy shall contain provisions that such policy may not be cancelled except after thirty (30) days written notice to City, ten (10) days' notice if cancellation is due to nonpayment of premium.
2. Contractor agrees that Contractor is responsible to ensure that the requirements set forth in this section/paragraph are also met by Contractor's subcontractors/consultants who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the City.

3. 

General Liability/Combined/Personal Injury/Aggregate	\$1,000,000
Workers' Compensation and Employer's Liability	\$1,000,000
	Statutory requirement

AA

#### **4 SCOPE OF WORK**

- **Delete the provisions of Section 4-1.07 – Value Engineering**

AA

#### **5 CONTROL OF WORK**

- **Delete the provisions of Section 5-1.13C Disabled Veterans Business Enterprise:**
- **Delete the provisions of Section 5-1.13D Non-Small Businesses**
- **Modify the provisions of Section 5-1.23A as follows:**

Each submittal must have a unique identifying number. Any resubmittals or clarification use the original number with an appended letter starting with A for the first resubmittal (i.e. 1st resubmittal = 001A, 2<sup>nd</sup> resubmittal =001B, etc.). Provide three (3) complete copies including one complete electronic copy.

- **Replace section 5-1.26 with:**

##### **5-1.26**

##### **CONSTRUCTION SURVEYS**

##### **5-1.26A**

##### **General**

##### **5-1.26A (1)**

##### **Summary**

Section 5-1.26 includes specifications for furnishing and setting construction stakes and markers to establish the lines and grades required for the completion on the work and as necessary for the Engineer to check lines, grades, alignment and elevations.

You must perform and coordinate construction staking as necessary to control the work and maintain a complete and accurate log of control and survey work as it progresses. You must establish and maintain baselines and field control points as required and furnish and set construction stakes and marks with accuracy adequate to assure that the completed work conforms to the lines, grades, and section. Vertical alignment and the coordinates of centerlines and layout lines will be furnished to you at the pre construction conference for use in in performing the construction staking.

The Survey Plan, surveying calculations, survey notes, and other records submitted to establish the exact position of the work must be completed under the direction of and signed by a Professional Land Surveyor who is registered in the State of California.

### **5-1.26A (2)**

#### **Definitions**

You must follow all procedures, methods, and typical stake markings under Chapter 12, Construction Surveys, of the Caltrans publication "Surveys Manual." Copies of the "Survey Manual" may be purchased from Caltrans Publications Unit 1900 Royal Oaks Drive, Sacramento, California 95815, (916) 445-3520.

### **5-1.26A (3)**

#### **Submittals**

You must submit all computations necessary to establish the exact position of the work from the control points on the plans. All computations, survey notes, and other records necessary to accomplish the work must be neat, legible, and accurate. Copies of such computation, notes and other records must be furnished to the Engineer prior to beginning work that requires their use. Upon completion of construction staking and prior to acceptance of the contract, all computations, survey notes, and other data used to accomplish the work must be submitted to the Engineer and will become the property of the City.

Before starting any surveying work, you must submit the name and professional history of the land surveyor designated by you as its project surveyor.

### **5-1.26B MATERIALS**

Not used.

### **5-1.26C CONSTRUCTION**

Construction stakes and marks (including paint marks) must be removed from the site of work when no longer needed.

You are responsible for generating the grades for the work as required for the completion of this work.

You are responsible for the preservation of all Survey Monuments within the project limits. Any Survey Monuments that potentially may be disturbed by construction activity must be located and referenced by a Licensed Land Surveyor, and a Corner Record or Record of Survey filed with the County Surveyor. Any Survey Monuments disturbed during the course of construction must be reestablished by a Licensed Land Surveyor, a new monument set, and another Corner Record or Record of Survey filed with the County Surveyor. (Land Surveyors' Act Section 8771).

### **5-1.26D PAYMENT**

The Department pays you for construction staking as follows:

1. A total of 90 percent of the item total over the life of the contract
2. A total of 100 percent of the item upon submission of final computations, notes and other data.

- Delete paragraphs 2 through 5 of Section 5-1.27E.

- Delete Section 5-1.43E

AA

## 6 CONTROL OF MATERIALS

- **Delete the provisions of Section 6-2.03 – Department-Furnished Materials**
- **Delete the provisions of Section 6-2.05 – Buy America**
- **Replace the footnote to the table in the 2nd paragraph of section 6-3.05B with:**  
Distance is air-line miles from Sacramento to the inspection source.

[illegible]

## 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

- **Replace the fifth paragraph of Section 7-1.02K (3) with:**

Submit payroll forms electronically to the Engineer and to the Department of Industrial Relations Electronic Certified Payroll Reporting System.

- **Replace the table (Liability Limits) in Section 7-1.06D (2) with:**

1.1. General Liability Limits	
1.1.1. BI & PD combined/per occurrence/Aggregate	\$1,000,000
1.1.2. Personal Injury/Aggregate	\$1,000,000
1.1.3. Workers' Compensation and Employer's Liability	\$1,000,000 Statutory requirement

AA

## 8 PROSECUTION AND PROGRESS

- **Replace the paragraphs and subsections in section 8-1.02C (3) with:**

Use Microsoft Project for scheduling.



## **DIVISION II GENERAL CONSTRUCTION *CONSTRUCTION SPECIAL PROVISIONS***

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

Where the term "Standard Specifications" is used, it refers to the Standard Specifications of the California Department of Transportation, 2010 edition. "Standard Plans" means the Standard Plans of the same Agency, 2010 edition.

### **REVISED STANDARD SPECIFICATIONS**

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

A copy of the current amendments is available at [http://ppmoe.dot.ca.gov/hq/esc/oe/construction\\_contract\\_standards/std\\_specs/2010\\_StdSpecs/2010\\_StdSpecs.pdf](http://ppmoe.dot.ca.gov/hq/esc/oe/construction_contract_standards/std_specs/2010_StdSpecs/2010_StdSpecs.pdf). Or by contacting the City of Hughson.

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

### **SECTION 10. CONSTRUCTION DETAILS**

#### **10-1.01 GENERAL**

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

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



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

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

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

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

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

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

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

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

The Contractor shall phase the work according to the following:

- 1) Sidewalk, Curb, and Gutter Removal and Reconstruction
- 2) Roadway Excavation Removal
- 3) Install Sidewalk, C&G
- 4) Complete Driveways
- 5) Place Roadway Subgrade
- 6) Place Asphalt Concrete Pavement (Entire Roadway)
- 7) Traffic Striping and Markers

Overlay operations shall proceed without interruption from start to finish.

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

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

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

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

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

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

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

5. Satisfactory completion of all other contractually and legally required construction and administrative items of work.

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

**Mobilization will be a fixed Bid Item Cost of \$10,000 for All Bidders.**

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

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

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

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

**10-1.04 NOT USED**

**10-1.05 CONTRACTOR SUBMITTALS**

**GENERAL**

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

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

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

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

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

## **CONTRACTOR'S SCHEDULE**

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

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

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

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

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

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

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

For convenience in designation in the Contract Documents, any material, product, or equipment to be incorporated in the Work may be designated under a brand or trade name or the name of a

manufacturer and its catalog information. The use of any substitute material, product, or equipment which is equal in quality and utility and possesses the required characteristics for the purpose intended will be permitted, subject to the following requirements:

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

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

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

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

## **RECORD DRAWINGS**

General: The Contractor shall keep and maintain, at the job site, one record set of Contract Drawings. On these Contract Drawings, Contractor shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features

which are revealed during the course of construction.

Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said Record Drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed.

These master Record Drawings of the Contractor's representation of "as-built" conditions, including all revisions made necessary by addenda, change orders, and the like, shall be maintained up-to-date during the progress of the Work.

In the case of those drawings which depict the detail requirement for equipment to be assembled and wired in the factory, the record drawings shall be updated by indicating those portions which are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

Record Drawings prepared by the Contractor shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon completion of the work.

Effect on Progress Payments: Requests for partial payments will not be approved if the record drawings are not kept current. All such Record Drawings will be inspected by the Engineer each month, showing all variations between the Work as actually constructed and as originally shown on the Contract Drawings or other Contract Documents, and the City will not process monthly payment requests until such drawings are made current each month.

Final Record Drawings: Upon substantial completion of the Work and prior to final acceptance by the City, the Contractor shall complete and deliver the completed set of Record Drawings to the Engineer for transmittal to the City, conforming to the construction records of the Contractor. This set of drawings shall consist of corrected plans showing the reported location of the Work. The information submitted by the Contractor and incorporated by the Engineer into the Record Drawings will be assumed to be reliable, and the Engineer will not be responsible for the accuracy of such information, or for any errors or omissions, which may appear on the Record Drawings as a result.

Effect on Final Payment: Final payment will not be approved until the Contractor-prepared Final Record Drawings have been delivered to the Engineer. Said up-to-date, Record Drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil.

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

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

The word "Products," as used herein, is defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. The word "Materials," is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. The word "Equipment" is defined as products with

operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in Contract Documents, including "specialties," "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

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

Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product, material, or equipment, the Contractor shall select an option which is compatible with other products, materials, or equipment already selected. Compatibility is a basic general requirement of product/material selections.

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

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

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

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

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

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

The Contractor shall deliver, handle, and store products in accordance with manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

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

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

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

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

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

Products subject to discoloration or deterioration from exposure to the elements shall be covered with impervious sheet material. Ventilation shall be provided to avoid condensation.

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

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

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

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

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

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

**Underground Service Alert-Northern California (USA)**  
**Telephone: 1 (800) 422-4133 or 1 (800) 227-2600**

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

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



## **10-1.09 PROGRESS SCHEDULE (Not Used)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **10-1.11 NOT USED**

#### **10-1.12 DUST CONTROL**

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

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

#### **10-1.13 SITE ACCESS AND PARKING**

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

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

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

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

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

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

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

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

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

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

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

**3\*. Use if the Contractor is to arrange the relocation schedule with the utility owner. Identify each utility and number of days for its relocation.**

## **10-1.14 WATER POLLUTION CONTROL**

### **GENERAL**

#### **SUMMARY**

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

#### **SUBMITTALS**

**5. For less complex projects, fast-track schedules, or short construction periods, the time needed for submittal, review, and revision of the SWPPP may be reduced. Deviation from the time frames indicated are allowed only with the approval of the District Construction Storm Water Coordinator.**

**Item 4\*. Consult with the District/Regional Storm Water Coordinator to verify RWQCB review requirements for the project. Insert the name of the RWQCB requiring time for**

**SWPPP review per 401 Cert, etc. Add items for more RWQCBs as necessary. Delete item 4.2 if additional RWQCBs have not provided a written request for SWPPP review.**

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

Construction support facilities include:

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

## **IMPLEMENTATION REQUIREMENTS**

### **BMP IMPLEMENTATION**

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

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

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

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

Continue BMP implementation during any temporary suspension of work activities.

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

### **INSPECTION**

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

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

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

1. Copy of the completed site inspection report

2. Copy of the BMP status report

**PAYMENT**

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

**10-1.15 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES**

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

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

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

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

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

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

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

Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones.

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

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the

devices or within 2 days after the request if the devices are already in use.

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

#### **10-1.16 TRAFFIC CONTROL PLAN AND IMPLEMENTATION**

**Please note that all Flagging Costs for Traffic Control will be paid solely by the Contractor and full compensation for performing this work will be paid under the lump sum bid item for TRAFFIC CONTROL PLAN AND IMPLEMENTATION and no additional compensation will be allowed therefore.**

#### **CONSTRUCTION AREA SIGNS**

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

All construction area signs shall be new or unblemished.

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

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

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

Orange background on construction area signs shall be fluorescent orange.

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

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

Underground Service Alert-

Northern California (USA)

Telephone: 1 (800) 227-2600

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

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

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

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

#### **10-1.17 MAINTAINING TRAFFIC**

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

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

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

The Contractor shall be responsible for all barricades, delineators, cones, reflective media, signs and other traffic control measures necessary for the safe control of traffic and protection of the work. by the construction, 5 days prior to the beginning of construction. The public notice shall be submitted to the City and Engineer for review and approval prior to distribution.

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

The Contractor shall notify in writing all residents, commercial establishments and others affected

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

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

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

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

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

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

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

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

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

#### **10-1.18 EXISTING HIGHWAY FACILITIES**

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

#### **PROTECTION OF EXISTING UTILITIES**

The Contractor shall be responsible for the protection of existing pipelines, manholes, catch basins, valve boxes and other utility structures that are to remain within the roadway work area. Any such utility facilities that are damaged from roadway excavation work performed by the



Contractor shall be either repaired or replaced to the satisfaction of the Engineer at no cost to the City, in accordance with Section 7-1.11, "Preservation of Property." of the State Standard Specifications.

### **PROTECT MISCELLANEOUS FACILITIES**

All existing facilities that are located outside of the limits of new construction, including adjacent facilities or facilities to be joined to, and all existing facilities called out to "Protect" on the construction drawings, shall be protected in place as indicated. All existing miscellaneous facilities shall be protected in place or relocated to nearby locations appropriate for accommodating pedestrian traffic through the newly constructed facilities. All buildings and store fronts, including miscellaneous facilities that are a part of the store frontages, shall be protected in place unless otherwise noted on the construction drawings. All existing trees shall be protected in place, unless otherwise noted on the plans.

Full compensation for furnishing all labor, materials, tools equipment, and incidentals required to protect miscellaneous facilities shall be considered as included in the contract price paid per the various items of work involved and no additional compensation will be allowed therefore.

### **REMOVE MISCELLANEOUS FACILITIES**

All existing facilities that are located within the limits of new construction and are called out to "Remove" on the construction drawings, or will require removal in order to install new improvements and is not designated for protection or relocation, shall be removed and disposed of by the contractor.

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

## **10-1.19 PRESERVATION OF PROPERTY**

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these special provisions.

### **PROTECTION**

The Contractor shall protect all private and public property and shall replace, repair, or pay for any damage thereto.

### **NOTICE TO PROPERTY OWNERS AND TENANTS**

The Contractor shall give a written notice to all property owners adjacent to and affected by his/her work at least five (5) working days in advance of beginning the work, indicating the work to be performed and the approximate length of time that the property owner or tenant will be affected by his/her operations.

### **ACCESS**

Access shall be provided to all businesses and residences at all times. The Contractor shall conduct his/her operations so as to cause the least inconvenience to both vehicular and pedestrian

access.

Existing trees, shrubs and other plants, that are not to be removed as shown on the plans or specified elsewhere in these special provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. Damaged or injured plants shall be removed and disposed of.

Replacement planting of injured or damaged trees, shrubs and other plants shall be completed not less than 20 working days prior to acceptance of the contract. Replacement plants shall be watered as necessary to maintain the plants in a healthy condition.

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

#### **10-1.20 UTILITIES**

It shall be the obligation of the Contractor to notify the various utility companies at least three (3) days in advance of closing and/or tearing up of the street affecting said utility companies.

It shall be the obligation of the Contractor to immediately notify the affected utility company if relocation of any utilities will be required.

Refer to Section 5-1.36D, "Nonhighway Facilities," of the Standard Specifications and these special provisions

(including Utilities) for utility coordination scheduling details.

Full compensation for providing utility notifications, potholing, and coordination shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

#### **10-1.21 DEMOLITION, CLEARING AND GRUBBING**

Demolition, Clearing and Grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the street as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

Full compensation for demolition, clearing and grubbing, and site demolition of the facilities specified herein shall be considered as included in the lump sum price paid for Demolition,

Clearing and Grubbing, including removal and disposal, and no additional compensation will be allowed therefore.

#### **10-1.22 ROADWAY EXCAVATION**

The existing roadway is to be removed, milled or pulverized as shown on the plans. The Contractor will perform these operations in order to obtain the finished subgrade elevations shown on the plans before the application of the 0.20' Asphalt Concrete Pavement. Contractor shall conform to the provisions in Section 30, "Reclaimed Pavement" of the Standard Specifications. Contractor will be allowed to mill roadway, pulverize roadway or a combination of both activities.

Disposal of excess said material shall conformance with the provisions in Section 17-2.03D, "Disposal of Material," of the Standard Specifications and these special provisions. EXCESS AC CONCRETE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT A SITE ACCEPTABLE TO THE CITY.

Contractor to provide proof of acceptable disposal location prior to receiving notice to proceed. The lump sum price shall be full compensation for pulverizing, grading, compacting, disposing of obliterated material, furnishing all labor, materials, tools, equipment and for doing all the work involved in constructing the subbase complete in place, as shown on the plans and specified herein, and no additional allowance will be allowed therefore.

#### **10-1.23 SAWCUTTING**

Saw cutting of existing surface facilities and other facilities requiring saw cutting shall be cut in a neat line to a minimum depth of 0.25-foot with a power driven saw as needed or as described in the various sections of these Special Provisions.

Full Compensation for saw cutting (regardless of the number of passes required) of existing asphalt concrete surface, concrete pavement or other facilities will be considered as included in the linear foot price paid for Saw Cut and no additional compensation will be allowed therefore.

#### **10-1.24 CONCRETE C&G, ADA RAMPS, SIDEWALKS, DRIVEWAYS**

This work shall consist of constructing concrete curbs, gutters, sidewalks, curb ramps (ADA ramps), driveways and walkways of the form and dimensions shown on the PLANS, and shall conform to the provisions of Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

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

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

Curbs, gutters, sidewalks, and curb ramps shall be constructed by using fixed forms, except that curbs, not on structures, may be constructed by using an extrusion machine or a slip-form paver,

and sidewalks, not on structures, may be constructed by using a slip-form paver.

Where the PLANS provide for the reconstruction of a portion of an existing curb, gutter, or sidewalk, the existing section and the adjacent street paving shall be sawcut to full depth of the existing structure, with an abrasive type saw at the first scoring line at or beyond the planned joint and the entire section to be reconstructed shall be removed. The new curb, gutter, or sidewalk shall join the old work at this line. Dirt behind new curb, gutter, and/or sidewalk shall be leveled and compacted.

Contractor shall removal existing irrigations head interfering with the construction and cutting and capping of the irrigation pipes as directed by the Engineer. The contractor is responsible to check and provide irrigation coverage to remaining landscape area as directed by the Engineer. Contractor shall be responsible to re-establish adjacent landscape and irrigation within parkway damaged by the construction of the curb and gutter.

Measurement and Payment for Curb, Gutter and Sidewalk will be paid for at the contract price per linear foot and shall include any restoration of existing landscaping and irrigation systems, subgrade preparation, aggregate base, expansion joints, forming, pouring, and backfill, complete and in place, as shown on the PLANS.

Measurement and Payment for ADA Ramps and Concrete Driveways/Walkways will be paid for at the contract price per each and shall include sawcutting, removal and disposal of existing improvements, subgrade preparation, expansion joints, forming, pouring, and backfill, complete and in place, as shown on the PLANS.

The above prices and payments shall include full compensation for furnishing all labor, materials (including adhesive, expansion joints, or reinforcing steel and dowels for anchoring curbs to existing pavement), tools, equipment, and incidentals, and for doing all the work involved in removing and reconstructing curbs, gutters, sidewalks, and gutter depressions, complete in place, as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

#### **10.1-25      ADJUST UTILITY BOX, WATER AND SEWER**

All water and sewer services within asphalt concrete areas shall be removed to the new subgrade elevation by the Contractor prior to paving. All such boxes which have been removed to subgrade to facilitate paving shall be temporarily covered with a steel plate by the contractor. Contractor shall coordinate all improvement to adjust valves to grade with City of Hughson.

After paving has been completed, the necessary portions of the subgrade, base and pavement shall be neatly removed and the structure built up to new finished grade per the applicable City of Hughson Standards. After valve covers are set to finish grade, Contractor shall pave around adjusted valve covers with Type A HMA (3/8") flush to surrounding pavement.

Adjusting existing valve box, can and cap to grade, and paving around water valve covers shall be considered as included in the prices paid for the various items of work and no separate payment will be made therefore.

#### **10.1-26 GRINDING / COLD MILL EXISTING AC SURFACE**

The existing roadway is to be removed and resurfaced/reconstructed as shown on the plans.

Existing asphalt concrete pavement shall be cold milled at the locations and to the dimensions shown on the plans.

Milling asphalt concrete pavement shall be performed by the cold milling method. Milling of the asphalt concrete pavement shall not be done by the heater milling method.

Grinding/Milling machines shall be equipped with a cutter head not less than 30 inches (750 mm) in width and shall be operated so that no fumes or smoke will be produced. The cold milling machine shall mill the pavement without requiring the use of a heating device to soften the pavement during or prior to the milling operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the milled area shall be neat and uniform. Milling asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

milled widths of pavement shall be continuous except for intersections at cross streets where the milling shall be carried around the corners and through the conform lines. Following milling operations, a drop-off of more than 1.75 in (45 mm) will not be allowed between adjacent lanes open to public traffic.

When transverse joints are milled in the pavement at conform lines no drop-off shall remain between the existing pavement and the milled area when the pavement is opened to public traffic. If Hot Mix Asphalt (HMA) has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary HMA taper shall be constructed. HMA for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical:Horizontal) or flatter to the level of the milled area.

HMA for temporary tapers shall be the same quality as the HMA used elsewhere on the project or shall conform to the material requirements for minor HMA. HMA for tapers shall be compacted by any method that will produce a smooth riding surface. Temporary HMA tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 17-2.03D, "Disposal of Material," of the Standard Specifications and these special provisions.

The removed roadway / material shall be disposed of in conformance with the provisions in Section 17-2.03D, "Disposal of Material," of the Standard Specifications and these special provisions. Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to the full depth of asphalt concrete before removing the surfacing. Attention is directed to "Existing Highway Facilities" of these special provisions concerning residue from saw cutting.

Measurement and Payment for Grinding/Milling areas as shown on the plans shall be at the contract price bid per square yard for Cold Mill of the type shown on the bid schedule. Said price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing the roadway surface, including all costs of hauling, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

**NOTE:** EXISTING AC CONCRETE SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT A SITE ACCEPTABLE TO THE CITY. Contractor to provide proof of acceptable disposal location prior to receiving notice to proceed. Full compensation for disposing of obliterated material shall be considered as included in contract price for which the work is appurtenant to, and no separate payment will be made

## **10-1.27 HOT MIX ASPHALT CONCRETE**

### **HMA OVERLAY**

Hot mix asphalt concrete for overlay shall be ½" HMA Type A Max Medium and shall conform to the provisions in Section 39-2, "Hot Mix Asphalt," of the Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for Type A asphalt concrete shall be PG Grade 70-10 and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

The aggregate for Type A asphalt concrete shall conform to the ½ inch gradation specified in Section 39-2.02, "Aggregates," of the Standard Specifications.

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

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

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

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

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

<b>Test</b>	<b>Method</b>	<b>Typical Properties</b>	<b>Specification</b>
Digested whole tire rubber		2	1-3
Softening Point Degree F	D36	165	160 Min
	D-5	16	10 Min

City of Hughson  
Walker lane improvements project

Penetration @ 77 Deg. F 100g, 5 sec, Dmm			
Brookfield Viscosity @ 275 Deg. F cPs*	D4402	975	3000 Max
Brookfield Viscosity @ 350 Deg. F cPs*	D4402	185	300 Max

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

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

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

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

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

Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the asphalt tack coat. Residue of the material shall be removed from concrete surfaces to return the concrete to its original condition unless otherwise directed by the Engineer.

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

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

1. Pavement joins;
2. Areas where new pavement meets existing pavements, including planed surfaces;
3. Areas where lift sections from pavement placed on different days meet;
4. Trenches;

5. Areas where existing striping has been sandblasted; and
6. Raised valves and manhole covers.
7. To vertical surfaces of:
  - a.) Curbs
  - b.) Gutters
  - c.) Construction joints

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

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

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

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

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

## **MEASUREMENT AND PAYMENT**

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

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

## **10-1.28 THERMOPLASTIC STRIPING AND PAVEMENT MARKERS**

Thermoplastic Striping and Pavement Markers shall conform to the provisions in Section 84-2, "Thermoplastic Striping and Pavement Markers," of the Standard Specifications and these special provisions.

## **10-1.29 CONTRACT ITEMS OF WORK**



City of Hughson  
Walker lane improvements project

Contract items of work are described herein, including the method of measurement and payment.

This section specifies the method of measurement and payment for this Contract. Any method of measurement and payment described in the Standard specifications in conflict herewith is declared null and void.

It is intended herein that compensation for the entire work is to be accomplished through the combination of the various Contract pay items of work and compensation outside of these Contract items will not be allowed except for extra work ordered in writing by the City. In preparing this bid, the Contractor is enjoined to be diligent in making sure that all of his/her costs are covered by the Contract items of work.

Attention is directed to the bidding schedule. The Contractor is to indicate unit price bid and total price bid for the estimated quantities as shown.

## **APPENDIX A**

### **CDBG SUPPLEMENTAL GENERAL CONDITIONS**



# **Housing Urban Development (HUD) Supplemental General Conditions Documents Packet**

***All Bidders Must Review This Document And Complete Any  
Applicable Pages And Submit Said Pages At The Time Of The Bid  
Opening***

## **CONTRACT PROVISIONS**

(Required in all County bidding and contract documents for HUD-funded projects)

### **Contractor is required to comply with the following provisions:**

#### **A. Procurement**

Contractor must comply with **24 CFR Part 85.36** and **24 CFR Part 570.489** when purchasing materials, products or services with federal funds.

#### **B. Compliance with Equal Employment Opportunity (EEO) – Executive Order 11246 dated 9/24/65 as amended by Executive Order 11375 dated 10/13/1967 (24 CFR 85.36 (i) (3))**

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in visible places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in visible places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order

unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

**C. Minority and Women Business Enterprise**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of **24 CFR Part 85.3636(e)** in the award and administration of HUD assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

**D. Compliance with Anti-Kickback Act (24 CFR 85.36 (i) (4))**

In carrying out this agreement, the Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act (18 U.S.C. 874) which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

**E. Compliance with Davis Bacon Act (40 U.S.C. 276a to 276a-7) (24 CFR 85.36 (i) (5))**

In carrying out this agreement, the Contractor hereby agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in the US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees.

**F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (24 CFR 85.36 (i) (6))**

In carrying out this agreement, the Contractor hereby agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

**G. Contract Work Hours and Safety Standards Act, as Amended (40 USC 327-333)**

The Contract Work Hours and Safety Standards Act, as amended, requires overtime pay for laborers and mechanics at a rate of one and one-half times the basic rate of pay for hours worked on covered contracts in excess of 40 hours in a workweek. This act also requires the assessment of liquidated damages at the rate of \$10 per day for each day that each laborer and mechanic worked without payment of the required overtime compensation. This act has no job site limitation.

**H. Copyright and Patent Rights (24 CFR 85.36 (i) (8)(9))**

No reports, handbooks, documents, maps, data, or pamphlets produced in whole or in part under this contract will be the subject of any application for copyright by, or on behalf of the contractor. The U.S. Department of Housing and Urban Development, the County of Stanislaus, and/or Stanislaus Urban County awarding this contract shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

**I. Access to Records (24 CFR 85.36 (i) (10))**

The Contractor shall maintain accounts and records, including personnel, property and financial

records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. The County, City, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions.

**J. Records Retention (24 CFR 85.36 (i) (11))**

The Contractor shall retain all records pertaining to this contract for a period of five (5) years after final payments and all other pending matters are closed.

**K. Compliance with Clean Air and Water Acts (24 CFR 85.36 (i) (12))**

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities.

**L. Energy Conservation (24 CFR 85.36 (i) (13))**

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of California's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

**M. Federal Labor Standards Provisions: (*Applicable to construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units*)**

The Project or program to which the construction work covered by this Contract pertains is being assisted by the United States of America and the Federal Labor Standards Provisions as set forth on **Attachment 1** are included in this Contract pursuant to the provisions applicable to such Federal assistance. These provisions must be complied with or sanctions will be instituted.

The Contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of paragraph A of the Federal Labor Standards Provisions (Attachment 1) and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in paragraph A of the Federal Labor Standards Provisions (Attachment 1).

**N. Compliance in the Provision of Training, Employment, and Business Opportunities – Section 3**

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

## **O. Title VI Civil Rights Act of 1964:**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
2. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
3. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Stanislaus Urban County (awarding agency)\* or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Stanislaus Urban County (awarding agency) or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.
4. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Stanislaus Urban County (awarding agency) or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or,
  - (b) Cancellation, termination or suspension of the contract, in whole or in part.
5. The contractor shall include the provisions of paragraph (N1) through (N5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Stanislaus Urban County (awarding agency) or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Stanislaus County Urban County (awarding agency) to enter into such litigation to protect the interests the Stanislaus Urban County (awarding agency), and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

**\* Stanislaus Urban County Awarding Agencies: Stanislaus County, City of Ceres, City of Hughson, City of Newman, City of Oakdale, City of Patterson, City of Riverbank, and City of Waterford.**

**P. Title VIII Civil Rights Acts of 1968 (as applicable):**

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

*NOTE: The above contract provisions are required by 2 CFR Part 200*

## **FORMS, REPORTS, AND POLICY**

This project is governed under Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 1351], which provides preference to low-to very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these individuals, for new employment, training and contracting opportunities.

### **Required Section 3 Forms, Reports and Section 3 Opportunity Plan**

A Section 3 Opportunity Plan Form must be completed by bidders or applicants seeking funding from the Stanislaus County for a Section 3 covered project. The Section 3 Opportunity Plan must be submitted with the project bid or grant application.

Forms included in the Section 3 Opportunity Plan:

1. Outreach Efforts to Section 3 Businesses
2. Section 3 Business Certification Form
3. Compliance Requirement Acknowledgment Form
4. Estimated Project Workforce Statement
5. Estimated Contractor Workforce Statement

### **What is Section 3?**

Section 3 is a HUD requirement designed to ensure that the HUD funds invested in housing and community development activities provide employment opportunities for low income people.

HUD's regulations state that "to the greatest extent feasible," businesses and employers working on select HUD-funded projects must make a good faith effort to train and employ low-to very low-income individuals in the area (called "Section 3 residents") and also to contract with business identified as Section 3.

In summary, the obligations of Section 3 are:

1. Provide training for Section 3 residents, and report on the outreach and training undertaken.
2. To the greatest extent feasible hire and train Section 3 residents, and report on employees and new hires.
3. To the greatest extent feasible contract with Section 3 businesses, and report on contracts and subcontracts.



### *Contracting Obligations: Applies to CDBG Projects Valued at \$100,000 or More*

Section 3 requires that award recipients fulfill the following obligations:

1. Show commitment to meet HUD's contracting requirement (the "minimum numerical target for contracting") that Section 3 businesses receive at least 10% of the building trades contracts for the project, and at least 3% of the total amount for all non-building trade contracts.
2. "To the greatest extent feasible" contract with Section 3 business concerns identified as:
  - a. 51 percent or more owned by Section 3 residents; or
  - b. At least 30 percent of its full-time employees include persons that are currently Section 3 residents, or were Section 3 residents within 3 years of the dated of first hire; or
  - c. Provides evidence, as required, of a commitment to subcontract in excess of 25 percent (25%) of the dollar award of all subcontractors to businesses that meet one of the qualifications above.

### *Hiring Obligations: Applies to All CDBG Projects*

Section 3 requires that award recipients fulfill the following obligations to the greatest extent feasible when new employees are hired:

1. Meet HUD's hiring requirement (the "minimum numerical target for training and employment") that 30% of new hires be Section 3 individuals.
2. "To the greatest extent feasible" provide preference to hire area residents who are:
  - a. Low- to very low- income residents of the housing development or developments in which the HUD funds shall be expended; or
  - b. Low- to very low- income residents of other housing developments managed by the local Housing Authority; or
  - c. Participants in HUD Youthbuild Programs; or
  - d. All other residents (including Section 8 recipients) of Stanislaus County who meet the low- to very low-income guidelines for Section 3 preference.

\*\*\*This space intentionally left blank.\*\*\*

## **Section 3 Opportunity Plan Form**

### **Purpose**

The purpose of the Section 3 Opportunity Plan is to ensure that jobs and economic opportunities generated by the U. S. Department of Housing and Urban Development (HUD) financial assistance for housing and community development programs shall be directed to low- and very low- income persons to the greatest extent feasible, particularly those who are recipients of government assistance for housing and business concerns providing such opportunities.

---

**BIDDER OR APPLICANT**

---

**RFP # and PROJECT NAME**

---

**CONTACT NAME**

**TELEPHONE**

**EMAIL (IF APPLICABLE)**

### **Requirements**

The submitter of this Section 3 Opportunity Plan hereby agrees to comply with all of the provisions of Section 3 as set forth in 24 CFR 135, which implements Section 3 requirements.

The Section 3 Opportunity Plan must be submitted with the Request for Proposal (RFP), contract response, or grant application to Stanislaus County's Department of Planning and Community Development or the appropriate Division/Department issuing the applicable request.

If a contract is awarded, a Section 3 Summary Report identifying progress in meeting the goals established in this Plan must be submitted monthly for projects throughout the contract period. The Section 3 Summary Report shall be submitted no later than 10 days after the end of each calendar month of the contract (e.g. January 10th, February 10th, etc.). For any goal not met, the report shall identify other economic opportunities that the contract recipient has or intends to provide.

The failure of the contract recipient to comply with the approved Plan shall be considered an event of default under the contract agreement.

## **Compliance Requirement Acknowledgement**

The failure of the bidder or applicant to comply with the Section 3 Opportunity Plan shall be considered an event of default under the contract agreement.

**ACKNOWLEDGED BY:**

\_\_\_\_\_  
**PRESIDENT OR AUTHORIZED OFFICER (PLEASE PRINT)**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**BUSINESS OR ORGANIZATION NAME**

\*\*\*This space intentionally left blank.\*\*\*

## **Section 3 Outreach Efforts Form**

### **Outreach Efforts to Section 3 Businesses: Applies to Projects of \$100,000 or More**

Documentation of efforts to engage Section 3 businesses must be provided with responses to RFPs and grant applications.

**Project Name:** \_\_\_\_\_

This form is to be completed by bidders or applicants seeking funding under a Stanislaus County Department of Planning and Community Development Section 3 covered program (or any other Stanislaus County Division/Department when Section 3 applies).

**Organization:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

The following businesses identified as Section 3 were contacted to determine capacity and availability to work on the above-listed project:

1. **Company:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Telephone/Email:** \_\_\_\_\_

**Date(s) Contacted:** \_\_\_\_\_ **Quote Provided (Y/N):** \_\_\_\_

**Follow-up Action and Company Response:** \_\_\_\_\_

---

---

---

2. **Company:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Telephone/Email:** \_\_\_\_\_

**Date(s) Contacted:** \_\_\_\_\_ **Quote Provided (Y/N):** \_\_\_\_

**Follow-up Action and Company Response:** \_\_\_\_\_

---

---

---

3. **Company:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Telephone/Email:** \_\_\_\_\_  
**Date(s) Contacted:** \_\_\_\_\_ **Quote Provided (Y/N):** \_\_\_\_  
**Follow-up Action and Company Response:** \_\_\_\_\_

---

---

---

4. **Company:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Telephone/Email:** \_\_\_\_\_  
**Date(s) Contacted:** \_\_\_\_\_ **Quote Provided (Y/N):** \_\_\_\_  
**Follow-up Action and Company Response:** \_\_\_\_\_

---

---

---

5. **Company:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Telephone/Email:** \_\_\_\_\_  
**Date(s) Contacted:** \_\_\_\_\_ **Quote Provided (Y/N):** \_\_\_\_  
**Follow-up Action and Company Response:** \_\_\_\_\_

---

---

---

**(Attach additional sheets if necessary)**

## **Section 3 Business Certification Form**

### **Required if Section 3 businesses are included in the bid or application**

Businesses seeking Section 3 status and preference in contract by Stanislaus County must complete and submit a Section 3 Business Certification Form.

**Business Name:** \_\_\_\_\_

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

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Federal Employer Identification Number:** \_\_\_\_\_ **Duns Number:** \_\_\_\_\_

**Type of Business:**

Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture ☐

---

**Please select one of the following three qualification methods for status as a Section 3 business.**

**Section 3 resident-owned business (51 % of more owned by Section 3 residents)**

The following documents may be required in the future as added confirmation of status

- Complete list of Section 3 resident owners
- Section 3 Resident Certification Forms for each Section 3 resident owner

**At least 30 % of permanent, full-time workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business**

The following documents may be required in the future as added confirmation of status

- Complete list of all current full-time employees
- Complete list of employees claiming Section 3 status and employees Section 3 Resident Certification forms.
- Other evidence of Section 3 status less than 3 years for date of employment

**Subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses**

The following documents may be required in the future as added confirmation of status

- Complete list of subcontracted Section 3 businesses and subcontract amount

---

**I certify to the best of my knowledge that the information contained here within is true and accurate.**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

## Estimated Project Workforce Statement

### Applies to all projects

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

To be completed by bidders or applicants seeking funding under a Stanislaus County Section 3 covered program.

Company/Organization: \_\_\_\_\_

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

The bidder or applicant hereby submits this statement that identifies \_\_\_\_\_ employment opportunities for Section 3 residents during the term of the contract. The bidder or applicant affirms that the jobs identified shall be meaningful employment that may or may not be related to the scope of the services of this project. The bidder or applicant has committed to employ \_\_\_\_\_ Section 3 residents, which represents \_\_\_\_\_ % of employment opportunities identified.

The estimated project workforce listed below is provided to comply with the Section 3 Plan requirements established by Stanislaus County. The attached Estimated Contractor Workforce forms support the information provided.

Job Category	Positions Occupied by Permanent Employees	Number of Positions <u>Not Occupied</u>	Total Estimated Positions Needed for the Project
<b>Totals</b>			

### Occupied Positions Include:

\_\_\_\_\_ Neighborhood Residents

\_\_\_\_\_ Public Housing Residents

## Estimated Contractor Workforce Statement

**Applies to all projects**

**Project Name:** \_\_\_\_\_

**To be completed by all contractors included in the bid or application.**

**Company/Organization:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

The estimated workforce listed below is provided to comply with the Section 3 Opportunity Plan requirements established by Stanislaus County.

Job Category	Number of Positions Occupied by Permanent Employees	Number of Positions <u>Not Occupied</u>	Total Estimated Positions Needed for the Project
<b>Totals</b>			

**Occupied Positions Include:**

\_\_\_\_\_ Neighborhood Residents

\_\_\_\_\_ Public Housing Resident



## **SECTION 3 SUMMARY REPORT**

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

Report Period (month/year): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Date Report Submitted: \_\_\_\_\_

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

Project Award Amount: \_\_\_\_\_

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

Project Award Date: \_\_\_\_\_

### **Part I: Employment and Training**

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Job Category</b>	<b>Number of New Hires</b>	<b>Number of Section 3 New Hires</b>	<b>% of Total Number of Staff Hours of Section 3 New Hires</b>	<b>% of Total Staff Hours for Section 3 Employees &amp;</b>	<b>Number of Section 3 Trainees</b>
<b>Professionals</b>					
<b>Technicians</b>					
<b>Office/Clerical</b>					
<b>Construction by Trade (list)</b>					
<b>Trade:</b>					
<b>Trade:</b>					
<b>Trade:</b>					
<b>Trade:</b>					
<b>Other (list)</b>					
<b>Totals</b>					

Final Report (check here): \_\_\_\_\_

Signature: \_\_\_\_\_

## Part II: Contracts Awarded Construction

### Contracts

- A. Total dollar amount of all construction contracts on this project: \$ \_\_\_\_\_
- B. Total dollar amount of contracts awarded to Section 3 businesses: \$ \_\_\_\_\_
- C. Percentage of total dollar amount awarded to Section 3 businesses: \_\_\_\_\_%

Total number of Section 3 businesses receiving contracts: \_\_\_\_\_

### Non-Construction Contracts

- A. Total dollar amount of all non-construction contracts: \$ \_\_\_\_\_
- B. Total dollar amount of non-construction contracts awarded to Section 3 businesses: \$ \_\_\_\_\_
- C. Percentage of the total dollar amount awarded to Section 3 businesses: \_\_\_\_\_%

Total number of Section 3 businesses receiving contracts: \_\_\_\_\_

## Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low- to very-low income persons, particularly those who are recipients of government assistance for housing. Check all that apply.

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, contacts with community organizations and public or private agencies operating within the County/City in which the Section 3 covered program or project is located or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 businesses.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild programs administered in the metropolitan area in which Section 3 covered project is located.
- ☐ Other (please describe)

---

---

---

---

---

---

I hereby certify that all information contained above is accurate, complete, and current to the best of my knowledge. I understand that if I do not submit a complete Section 3 Report by the 10th of each month as indicated in the instructions, Stanislaus County reserves the right to withhold payment until a completed Section 3 Summary Report is submitted.

---

**Signature of the Preparer**

---

**Date**

---

**Print Name of Preparer**

\*\*\*This space intentionally left blank.\*\*\*

## **Section 3 Summary Report Instructions**

Contractors are required to complete and submit a Section 3 Summary Report each month throughout the life of the project. Information reported is cumulative and should run through the last day of the reporting each month. Example: A report period of May 2015 will document required information from the start of the project through the last day of May 2015.

Reports are due by the 10<sup>th</sup> day of each month. Example: If the report period is May 2020, the Section 3 Summary Report is due June 10, 2020.

### **Part I: Employment and Training**

**Column A:** Contains various job categories. Professionals are defined as people who have special knowledge of an occupation (i.e. architects, engineers, surveyors, planners, and computer programmers). For construction positions, list each trade and provide data in Columns B through F for each trade where persons were employed. The category of "Other" includes occupations such as services workers.

**Column B:** Enter the number of all new hires (throughout the life of the project) for each category of workers identified in Column A. New hire refers to a person who is not on the award recipient's or contractor's payroll for employment at the time of the selection for project award. Each new hire must complete a Section 3 Resident Certification Form to determine Section 3 status. The form must be completed once and submitted with the Section 3 Summary Report during the month that the new hire appears.

**Column C:** Enter the number of Section 3 new hires (throughout the life of the project) for each category of workers identified in Column A. Section 3 new hires refers to a Section 3 resident who is not on the award recipient's or contractor's payroll for employment at the time of selection for the contract award.

**Column D:** Enter the percentage of all the staff hours of new hires (Section 3 residents) in connection with this contract.

**Column E:** Enter the percentage of the total staff hours worked for Section 3 employees and trainees. Include staff hours for part-time and full-time positions.

**Column F:** Enter the number of Section 3 residents who were trained in connection with this contract award.

### **Part II: Contracts Awarded**

#### **Construction Contracts**

**Item A:** Enter the total dollar amount of all construction contracts awarded. You may enter "0" if applicable.

**Item B:** Enter the total dollar amount of construction contract on this project awarded to Section 3 businesses for each Section 3 business reported, a Section 3 Business Form must be submitted. The form only needs to be completed and submitted once. You may enter "0" if applicable.

**Item C:** Enter the percentage of the total dollar amount of contracts awarded to Section 3 businesses. You may enter "0" if applicable.

**Item D:** Enter the number of Section 3 businesses receiving construction contracts. You may enter "0" if applicable.

#### **Non-Construction Contracts**

**Item A:** Enter the total dollar amount of all non-construction contracts awarded. You may enter "0" if applicable.

**Item B:** Enter the total dollar amount of non-construction contracts awarded to Section 3 businesses. You may enter "0" if applicable.

**Item C:** Enter the percentage of the total dollar amount of non-contracts awarded to Section 3 businesses. You may enter "0" if applicable.

**Item D:** Enter the number of Section 3 businesses receiving non-construction contracts. You may enter "0" if applicable.

### **Part III: Summary**

Indicate which Section 3 outreach activities the recipient and its contractors performed prior to hiring new or contracting for the project.

\*\*\*This space intentionally left blank.\*\*\*

## **Section 3 Resident Certification Form**

This form is to be completed by residents seeking Section 3 status and the preference in training and employment or by new employees working on Section 3 covered projects.

### *Eligibility*

A resident seeking Section 3 status shall submit evidence to the recipient contractor or subcontractor that the person is a Section 3 resident, as defined I Section 135.5. (An example of evidence of eligibility for the preference is evidence of receipt of public assistance or evidence of participation in a public assistance program.) Section 3 residents are:

- All residents of public housing developments of the local Housing Authority qualify as Section 3 residents.
- All individuals residing in all Stanislaus County who meet the low-to very low-income limits set forth below qualify as Section 3 status. (A photo identification card and proof of current residency is required.)

<b>2019-2020 HUD ANNUAL HOUSEHOLD INCOME LIMITS</b>				
Select the statement that represents your household size and from that statement check the appropriate annual income level for your household, as verified by Federal Income Tax Returns, W-2s, Paycheck Stubs or other documents.				
	Low-Very Low Income		Non-Low Income	
My household size is 1 and my annual income was	—	\$36,300 or Less	—	More than \$36,300
My household size is 2 and my annual income was	—	\$41,500 or Less	—	More than \$41,500
My household size is 3 and my annual income was	—	\$46,700 or Less	—	More than \$46,700
My household size is 4 and my annual income was	—	\$51,850 or Less	—	More than \$51,850
My household size is 5 and my annual income was	—	\$56,000 or Less	—	More than \$56,000
My household size is 6 and my annual income was	—	\$60,150 or Less	—	More than \$60,150
My household size is 7 and my annual income was	—	\$64,300 or Less	—	More than \$64,300
My household size is 8 and my annual income was	—	\$68,450 or Less	—	More than \$68,450

***I certify that the information provided is true and correct. I also agree that the information contained in this survey may be shared with other agencies in order to verify the eligibility or ineligibility of this project if necessary. I understand that anyone who fraudulently covers up a material fact or who knowingly gives false information required for eligibility determination is subject to prosecution under applicable criminal law.***

**Print Name:** \_\_\_\_\_

**My permanent address is:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND** **SECTION 3 CERTIFICATION**

**(To Be Completed By General Contractor And All Subcontractors and Submitted with the Bid)**

**PROJECT NAME:** \_\_\_\_\_

The undersigned, having submitted a bid for construction of the above identified project, certifies that he/she shall:

1. Comply with Title VI of the Civil Rights Act of 1964 as amended; Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Sections 502 and 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and the Age Discrimination Act of 1975 in that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. Comply with Executive Orders 11246, 11375 and 12086 in that no employee or applicant for employment shall be discriminated against because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. Will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the hiring, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
3. Comply with Executive Orders 11625 and 12432 Concerning Minority Business Enterprise and Executive Order 12138 Concerning Women's Business Enterprise to ensure to the maximum extent possible the inclusion of minorities and women and entities owned by minorities and women in all subcontracts pursuant to the above contract.
4. Comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR Part 135 which requires to the greatest extent feasible that the training, employment and other economic opportunities arising in connection with the above identified project be given to low and very-low income persons residing within the local community and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low and very-low income persons residing in Stanislaus County.
5. Furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and permit access to its books, records and accounts by Stanislaus County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

**Contractor Name:** \_\_\_\_\_

**Signature/Title:** \_\_\_\_\_

**Federal I.D. or Social Security Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

### **SECTION 3 BUSINESS CERTIFICATE OF ELIGIBILITY FOR PREFERENCE**

NOTE: This certificate must be signed by the person who will sign or has signed the Bid Form. This certificate will become a part of the contract documents. This form is a listing of Section 3 businesses that are planned to be a part of the project. If that is unknown or none apply, the form must still be completed.

**Project Number:** \_\_\_\_\_ **Bid Number:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This is a formal certification that the below list of Section 3 Business(es) will be utilized on the above project and that such business(es) qualify for a Section 3 Business Preference and meet the requirements of a Section 3 Business as defined in the Bidding Procedures for this project.

a. **Section 3 Business Name:** \_\_\_\_\_

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

**Description of Work:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dollar Value of Proposed Work:** \_\_\_\_\_

b. **Section 3 Business Name:** \_\_\_\_\_

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

**Description of Work:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dollar Value of Proposed Work:** \_\_\_\_\_

c. **Section 3 Business Name:** \_\_\_\_\_

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

**Description of Work:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dollar Value of Proposed Work:** \_\_\_\_\_

The percentage of the total dollar value of all Section 3 Business work compared to the total bid price: \_\_\_\_\_%



- This certification is a material representation of the fact upon which reliance may be placed if the proposed transaction is entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department of Housing and Urban Development and Stanislaus County may pursue available remedies.
- The undersigned contractor's representative shall provide immediate written notice to the agency to which this proposal is submitted if at any time the undersigned learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**Contractor Name:** \_\_\_\_\_

**Signature/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*\*\*This space intentionally left blank.\*\*\*

## **STANISLAUS COUNTY SECTION 3 PROCEDURES**

As a recipient of U.S. Department of Housing and Urban Development (HUD) CDBG, HOME and other federal funds governed by Section 3 of the Housing and Urban Development Act of 1968, Stanislaus County is dedicated to contracting with Section 3 contractors to the greatest extent possible. Subsequently, the County is also dedicated to the utilization of both MBE/WBE and LOSB concerns.

### **PUBLIC HEARINGS**

As part of Public Hearings associated with the Consolidated Planning Process, Stanislaus County's Department of Planning and Community Development will provide those in attendance with information concerning Section 3 eligibility under its HUD entitlement programs. This will be carried out as a part of the public meetings discussing the Annual Action Plan and Consolidated Annual Performance and Evaluation Report (CAPER).

### **SUBRECIPIENTS AND SECTION 3 REQUIREMENTS FOR COVERED CONTRACTS**

Stanislaus County shall insure that all sub-recipients are aware of the Section 3 requirements for all covered contracts that are bid and/or awarded during each fiscal year. This procedure will be carried out through two (2) specific activities associated with projects.

1. Section 3 language will be included within the contract between the sub- recipient/municipal government and Stanislaus County.
2. Section 3 language will be included within the contract between the sub- recipient/municipal government and the selected contractor.

### **SECTION 3 LANGUAGE FOR CONTRACTS**

1. Contractor acknowledges and agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as found at 24 CFR Part 135.
  - A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - C. The contractor agrees to send to each labor organizations or representative of workers with which the contractor has a collective bargaining agreement or other understanding. If any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR parts 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogations of compliance with section 7(b).

## **PRE-CONSTRUCTION CONFERENCES**

Section 3 requirements will be addressed at a pre-construction conference to further insure that prospective contractors are aware of Section 3 and what it means to be a Section 3 contractor. The Pre-construction conference will cover the following:

- 1. Certification of proposed contractors regarding Section 3 and segregated forms in the bid requirements for the contractor.
- 2. Explanation of Section 3 and the program requirements in the pre-construction meeting with the contractor.

## **SELF CERTIFICATION OF SECTION 3 CONTRACTORS**

The County will use self-certification documentation to support whether or not a contractor qualifies as a Section 3 business concern.

This self-certification will be used to identify whether a contractor is a Section 3 business concern and will be submitted by contractors asserting Section 3 status on a contract by contract basis. When self-certifying, contractors should maintain records as documentation of any and all efforts made to insure compliance with Section 3.

## **RECOMMENDATIONS TO CONTRACTORS ON MEETING SECTION 3 COMPLIANCE**

The following are recommendations on how contractors can advertise and/or market to Section 3 residents on large scale construction projects and insure compliance under Section 3.

1. Utilize the HUD Section 3 Business Registry located at the following website:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/What>

The website can be used by businesses seeking to register as a Section 3 Business as well as a search tool for contractors and professional firms seeking to insure compliance by seeking out registered Section 3 Businesses working in and around Stanislaus County.

2. Prime and sub-contractors post any openings related to the contract on the job site.
3. Survey sub-contractors (especially LOSBs) to determine Section 3 status/qualifications.
4. Insert Section 3 language in any contracts with sub-contractors (same wording as prime contractor's amendment).
5. Provide a list of any new positions filled/hired to work on the project to-date and the County can help in determining if these new hires can be considered Section 3 Hires.

\*\*\*This space intentionally left blank.\*\*\*

# **Disadvantaged Business Enterprise (DBE) Information**

## WHAT IS DBE?

Under the Women's Business Enterprise and Minority Business Enterprise – Executive Orders 11625, 12138 and 12432, these regulations were established as a national priority.

### **DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION**

If the contractor is unable to find qualified Minority Business Enterprises and/or Women Business Enterprises (MBEs/WBEs) in the performance of the contract, it shall document the efforts it made to do so. Documentation shall be retained in the contractor's files for review by the County.

NOTE: This form must be signed by the person who will sign or has signed the Bid Form. This form is a listing of subcontractors that are planned to be a part of the project. If those subcontractors are unknown or none apply, the form must still be completed. This form will become a part of the contract documents.

**Division of Equal Opportunity Certified:** DBE ☐ MINORITY ☐ WOMEN ☐  
(CHECK APPROPRIATE DESIGNATION)

**Description of Work:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subcontractor's Name:** \_\_\_\_\_

**Est. Dollar value of proposed work:** \_\_\_\_\_

**Division of Equal Opportunity Certified:** DBE ☐ MINORITY ☐ WOMEN ☐  
(CHECK APPROPRIATE DESIGNATION)

**Description of Work:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subcontractor's Name:** \_\_\_\_\_

**Est. Dollar value of proposed work:** \_\_\_\_\_

**Division of Equal Opportunity Certified:** DBE ☐ MINORITY ☐ WOMEN ☐  
(CHECK APPROPRIATE DESIGNATION)

**Description of Work:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subcontractor's Name:** \_\_\_\_\_

**Est. Dollar value of proposed work:** \_\_\_\_\_

**Division of Equal Opportunity Certified:**  
(CHECK APPROPRIATE DESIGNATION)

DBE ☐

MINORITY ☐

WOMEN ☐

**Description of Work:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Subcontractor's Name:** \_\_\_\_\_

**Est. Dollar value of proposed work:** \_\_\_\_\_

**TOTAL VALUE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK:** \$ \_\_\_\_\_

**ESTIMATED TOTAL PERCENT (%) TO BE UTILIZED:** \_\_\_\_\_ %

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:**

\_\_\_\_\_  
**Title:**

\*\*\*This space intentionally left blank.\*\*\*

**STANISLAUS COUNTY**  
**DISADVANTAGED BUSINESS ENTERPRISE**  
**PARTICIPATION CERTIFICATION**

Project No.: \_\_\_\_\_ Bid No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_

Contract/Project Name(s): \_\_\_\_\_

This is a formal certification that the below list of Disadvantage Business Enterprise Sub- Contractor(s) and amount(s) were utilized on the above project. This form is required at project completion.

DBE SUB-CONTRACTOR	SUB-CONTRACTOR AMOUNT	AMOUNT PAID

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Send To:** Stanislaus County  
Department of Planning and Community Development  
Attention: Community Development Manager  
1010 10th Street, Suite 3400  
Modesto, CA 95354



# **WAGE SHEET AND CLASSIFICATION REVIEW**

## **REVIEW OF PROJECT WAGE SHEET**

Prior to the start of construction, all contractors are required to submit a **Project Wage Sheet**. This sheet will list all work classifications that the contractor will utilize to perform work under the contract. The form will also designate if the prevailing rate is a federal or state rate, list the basic hourly rate with the fringe benefit rate and the total of both. The Project Wage Sheet must be reviewed and approved by the project engineer with respect to the work classifications to be used for the construction phase of the project. Also, the Project Wage Sheet must be reviewed and approved by the Grantee's labor compliance officer with respect to the wage rates and fringe benefits rates that are to be paid for each work classification.

## **ADDITIONAL CLASSIFICATIONS**

Any class of laborers or mechanics not listed in the initial wage determination shall be additionally classified in conformance with the wage determination. If additional classifications under the federal wage determinations are required, the Labor Compliance Officer will submit a "Report of Additional Classifications and Rate" form, located online at: ([portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12573.doc](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12573.doc)).

The WVDO will forward the request to the HUD Area Office for submission and approval by the United States Department of Labor. A report on additional classification actions must be approved, modified or disapproved by the United States Department of Labor's Administrator of the Wage and Hour Division, Employment Standards Administration, within 30 days of receipt.

## **MINIMUM CRITERIA FOR ADDITIONAL CLASSIFICATION REQUESTS**

Additional classification will be approved only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, that has a reasonable relationship to the wage rates contained in the wage determination.

## **WAGE PAYMENT COMPLIANCE**

Payroll records shall contain the employee's full name and identifying number (**last four digits of the social security number**). The payroll records must also reflect correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, bona fide plans or programs for providing fringe benefits, written evidence of registered or certified apprentice or trainee programs, registration of apprentices or trainees and ratios, and wage rates prescribed in these programs.

Signed weekly certified payrolls must be submitted for each week in which any contract work is performed. The primary contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll must be accompanied by a Statement of Compliance (with Davis-Bacon and Copeland Anti-Kickback Act provisions) signed by the contractor or subcontractor. If the signatory on the Statement of Compliance is not an officer of the contractor's or subcontractor's company, the chief executive officer must prepare a letter on company letterhead assigning signatory authority to another individual, such as a payroll officer, to sign on his/her behalf.

## **PAYMENT OF FRINGE BENEFITS**

Whenever the minimum wage rates prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent.

Any payment of fringe benefits other than cash payment must be verified by the agency which received the payment. The contract file must contain a listing provided by the bona fide fringe benefit plan for each employee, verifying the payment made.

## **FAILURE TO PAY PREVAILING WAGES**

In the event of a contractor's or subcontractor's failure to pay all or part of the wages required by the contract to any laborer or mechanic, including any apprentice or trainee, employed or working on the site of work or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project, the Grantee may after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

## **FAILURE TO PAY OVERTIME COMPENSATION**

In the event of violation of the overtime provision of the Contract Work Hours and Safety Standards Act, the contractor and any subcontractor responsible shall be liable for the unpaid wages and any liquidated damages.

The County shall upon its own action or upon written request from the HUD withhold or cause to be withheld any money payable on account for work performed by the contractor or subcontractor. Also, money payable to the same contractor may be withheld from other federal contracts. This also applies to any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor. The amount of money withheld may be determined by the amount necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.

## **DEBARMENT PROCEEDING**

Whenever any contractor or subcontractor is found to be in aggravated or willful violation of the labor standards provisions of any applicable statutes or who have been found to have disregarded required obligations to employees under the Davis-Bacon Act, such contractors or subcontractors shall be ineligible to receive any federal contracts.

\*\*\*This space intentionally left blank.\*\*\*

**CONTRACTORS/SUBCONTRACTORS CERTIFICATION**  
**FOR LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

**DAVIS BACON AND RELATED ACTS COMPLIANCE**

**Project Name:** \_\_\_\_\_ **Project No.:** \_\_\_\_\_

1. The undersigned, having executed a contract with \_\_\_\_\_ for the above-identified project, certifies that:
  - a. The Labor Standards Provisions of the Contract for Construction (HUD form 4010) are included in the aforesaid contract
  - b. Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comp General of the United States pursuant to Section 5.12 (a)(1) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5), or pursuant to Section 3(a) the Davis-Bacon Act , as amended (40 U.S.C. 276a-2(a)).
  - c. No part of the aforementioned contract has been or will be subcontracted to a subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest in or is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.
2. The undersigned agrees to obtain and forward to the contractor for transmittal to the recipients within ten days after the execution of any lower subcontract, a Subcontractors Certification Concerning Labor Standards and Prevailing Wage Requirement, executed by the lower tier subcontractor, in duplicate.
  - a. The workers will report for duty on or about \_\_\_\_\_ (Date)
3. The undersigned certifies that:
  - a. The legal name and the business address of the undersigned are:  
\_\_\_\_\_  
\_\_\_\_\_
  - b. The undersigned is (check one):  
☐ Single Proprietorship      ☐ A Partnership      ☐ A Corporation  
☐ Other - Describe: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

## PROJECT WAGE RATE SHEET

Project Name: \_\_\_\_\_ Project No.: \_\_\_\_\_

Federal Wage Decision # as of Bid Open Date: \_\_\_\_\_

State Wage Determination # as of Bid Open Date: \_\_\_\_\_

Bid Open Date: \_\_\_\_\_

Federal Classification	State Classification	Fed Basic Rate	Fed Fringe Benefit	Fed Total	State Basic Rate	State Fringe Benefit	State Total	Wage Required on Project

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve modify or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215- 0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for

determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) i) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis - Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis - Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis - Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(Approved by the Office of Management and Budget under OMB Control Number 1215 - 0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A. 3. (ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. . Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **i) Trainees.** Except as provided in 29 CFR 5.16 ,trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. . Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.

**10. . (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) ) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis -Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) i) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U. S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.



---

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

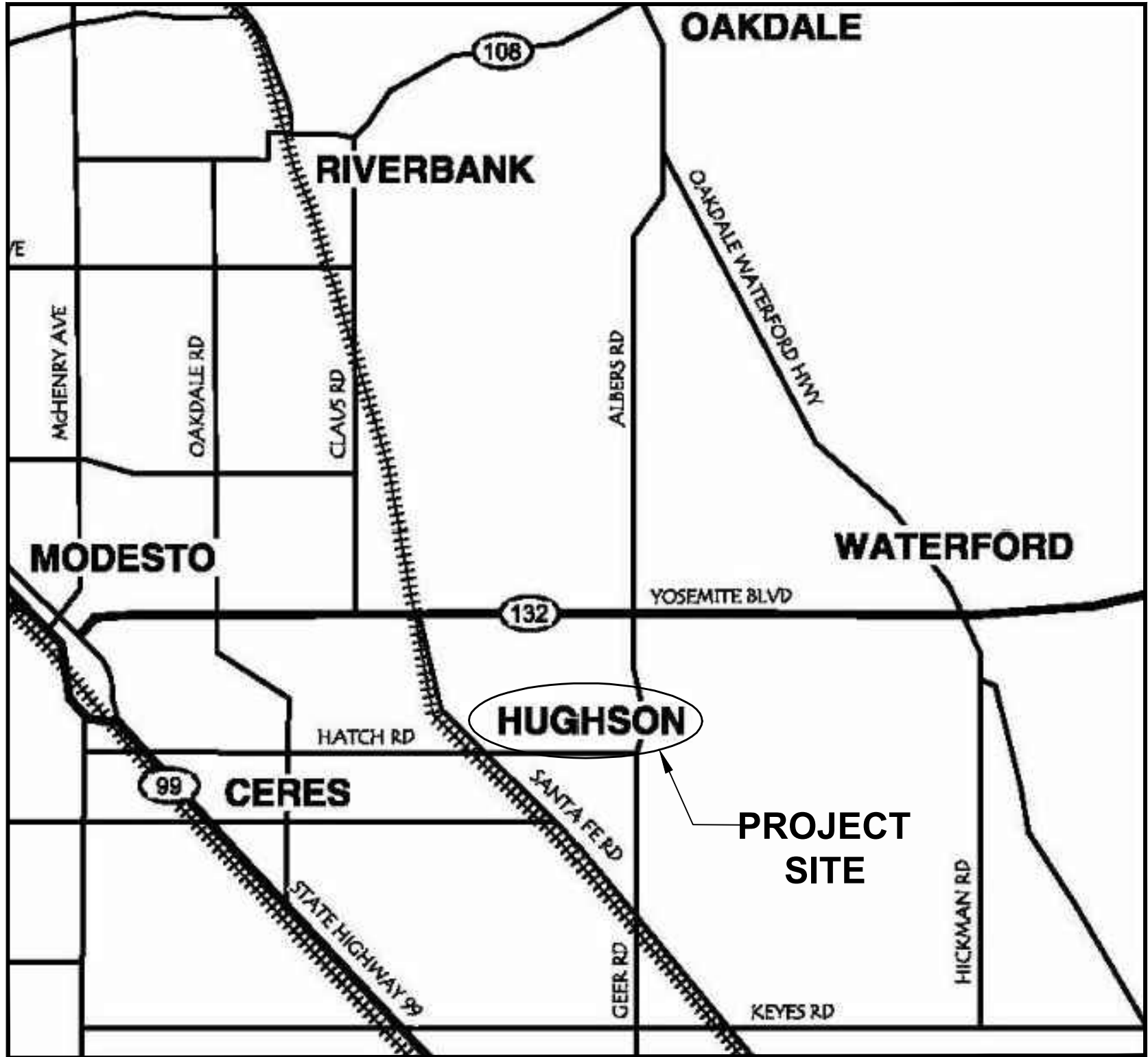
**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

VICINITY MAP  
CITY OF HUGHSON, CA



# CITY OF HUGHSON

## IMPROVEMENT PLANS FOR:

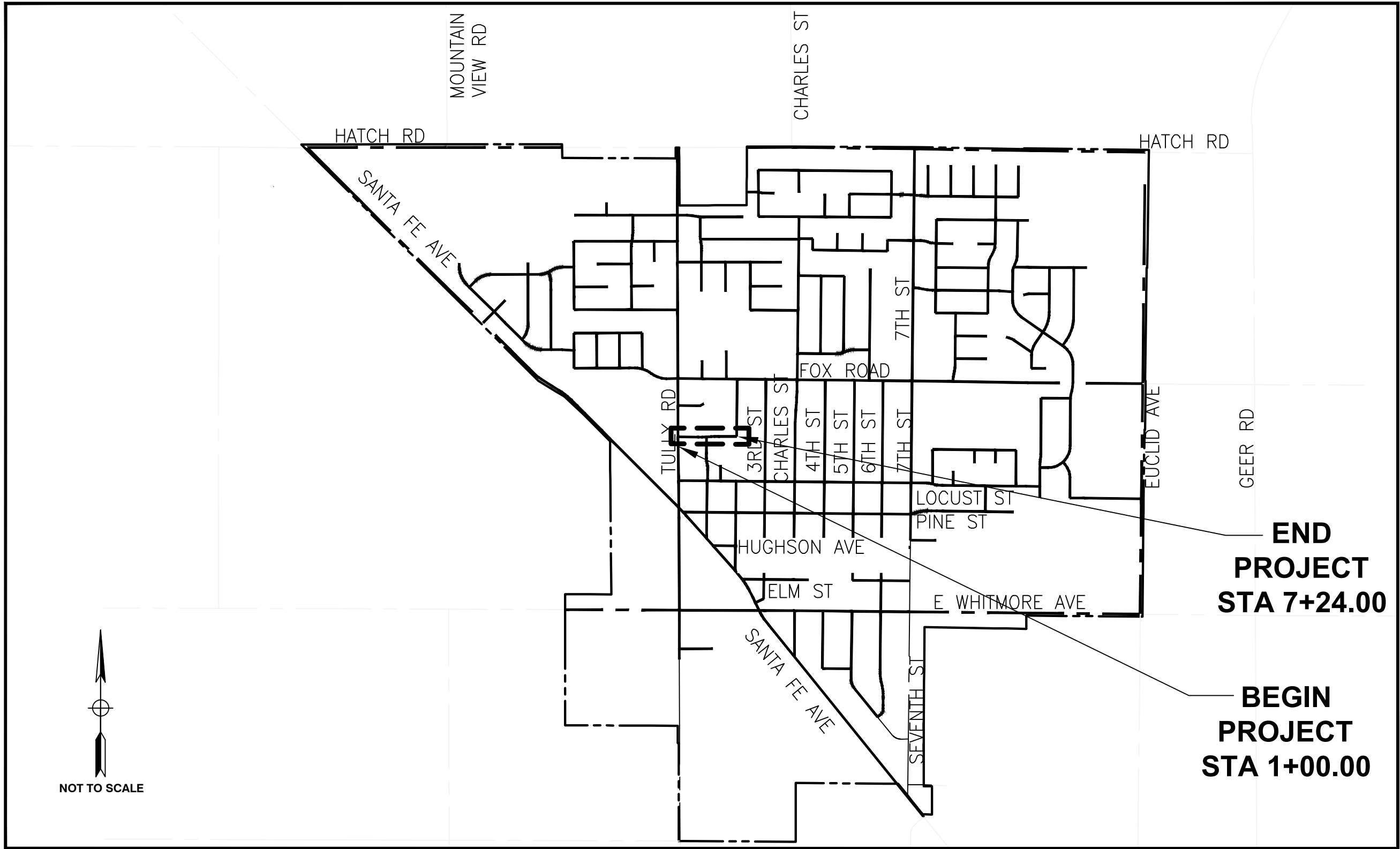
# WALKER LANE SIDEWALK IMPROVEMENT PROJECT

TO BE SUPPLEMENTED BY:  
CITY OF HUGHSON IMPROVEMENT STANDARDS AND STANDARD DRAWINGS, 2007  
CITY OF HUGHSON STANDARD CONSTRUCTION SPECIFICATIONS, 2007  
STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION, STANDARD PLANS AND SPECIFICATIONS, 2018

UTILITY	COMPANY / CONTACT		TELEPHONE
PROJECT MANAGER	WILLDAN ENGINEERING	PETER REI	(209) 743-4469
IRRIGATION	TURLOCK IRRIGATION DISTRICT	TODD TROGLIN	(209) 883-8222
ELECTRIC	TURLOCK IRRIGATION DISTRICT	DAVID PORATH	(209) 883-8222
TELECOMMUNICATIONS	AT&T	SHARON DINNELL	(209) 549-5847
TELECOMMUNICATIONS	COMCAST CABLE	KRIS COOK	(209) 955-6020
TELECOMMUNICATIONS	CHARTER COMMUNICATIONS	ORLANDO SOLIZ	(209) 633-3303
DRAINAGE	CITY OF HUGHSON	JOSE VASQUEZ	(209) 505-3049
SEWER	CITY OF HUGHSON	JAMIE VELASQUEZ	(209) 505-3049
WATER	CITY OF HUGHSON	JAMIE VELASQUEZ	(209) 505-3049
GAS	PG& E	DAVID LOOMIS	(209) 470-0697
U.S.A.	UNDERGROUND SERVICE ALERT	811 or 1-800-227-2600	

SURVEY CONTROL POINTS						
PT. NUMBER	NORTHING	EASTING	ELEVATION	DESCRIPTION	STATION	OFFSET
PT 100	2041208.5190	6455122.6340	121.69'	CP-1		

LOCATION MAP



BASIS OF BEARING

BASIS OF BEARING IS THE CENTERLINE OF FOX ROAD, S89° 23' 45"E, ESTABLISHED BY FOUND MONUMENTS

BENCHMARK

VERTICAL DATUM IS NAVD88 BASED ON NGS OPUS SOLUTION FOR THE PROJECT TAKEN FROM CONTROL POINT #100, ELEVATION=121.693'

SHEET INDEX:

- 1 TITLE SHEET
- 2 NOTES, LEGEND, AND ABBREVIATIONS
- 3 DEMOLITION PLAN
- 4 PLAN / PROFILE STA 1+00 - STA 4+24.33
- 5 PLAN / PROFILE STA 4+24.33 - STA 7+24
- 6 STRIPING PLAN

APPROVED BY:

COMMUNITY DEVELOPMENT DIRECTOR

DATE

SUBMITTED BY:

CITY ENGINEER, PETER REI, PE #49623  
WILLDAN ENGINEERING

DATE

NO.	REVISION	BY	DATE	 9281 Office Park Circle ~ Suite 100 Elk Grove, CA 95758 916.478.6002		DESIGNED:		CITY OF HUGHSON COMMUNITY DEVELOPMENT DEPARTMENT 7018 PINE STREET HUGHSON, CALIFORNIA 95326 209.883.4054			WALKER LANE SIDEWALK IMPROVEMENT PROJECT  TITLE SHEET		DATE: JAN 21, 2021	SHEET:  1 OF 6
						DRAWN:							SCALE: HORIZ: N/A VERT: N/A	
						CHECKED:							PROJECT NO.: 109510	



STANDARD IMPROVEMENT NOTES

- 1.ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF HUGHSON STANDARD SPECIFICATIONS AND DETAILS 2007. THESE PLANS ARE CONSIDERED A PART OF THE PROJECT CONTRACT DOCUMENTS AND ARE INCORPORATED THEREIN BY REFERENCE.
- 2.THE CONTRACTOR SHALL NOTIFY THE CITY OF HUGHSON ENGINEER 48 HOURS AT PHONE 209-743-4469 PRIOR TO THE START OF WORK OR A RE-START AFTER A PROLONGED SHUT-DOWN (ONE WEEK OR MORE).
- 3.THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) AT LEAST 2 WORKING DAYS IN ADVANCE OF ANY EXCAVATION BY CALLING 811 OR (800) 227-2600.
- 4.THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES TO PROPERTIES ADJACENT TO THE WORK.
- 5.THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES WERE OBTAINED FROM FIELD SURVEYS AND OTHER RECORD DOCUMENTS OF VARYING DEGREES OF RELIABILITY. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE ACCURATE LOCATION, SIZE, TYPE AND/OR DEPTHS BASED ON POT-HOLING OR OTHER METHODS. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, LOCATIONS, SIZES, AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES. NOTIFY THE ENGINEER OF ANY DIFFERENCES THAT CONFLICT WITH THE WORK.
- 6.THE CONTRACTOR SHALL PROTECT ALL EXISTING STREET OR PROPERTY LINE MONUMENTS FROM DAMAGE DURING CONSTRUCTION. THE CONTRACTOR SHALL USE THE SERVICES OF A DULY LICENSED INDIVIDUAL TO REPLACE ANY MONUMENT DAMAGED BY OR REMOVED BY THE CONTRACTOR'S OPERATIONS. REPLACEMENT MAY INCLUDE PREPARATION OF A CORNER RECORD OR RECORD OF SURVEY AND FILING IT WITH THE PROPER AUTHORITIES.
- 7.COMPLY WITH THE REQUIREMENTS OF CALTRANS 2018 STANDARD SPECIFICATION SECTION 7-1.04, PUBLIC SAFETY. ALL TRENCHES OR EXCAVATIONS IN ROADWAYS SHALL BE COVERED WITH AN APPROPRIATE ASPHALTIC MATERIAL OR STEEL TRENCH PLATES AT THE END OF EACH WORK DAY.
- 8.IMPLEMENT THE FOLLOWING MINIMUM STORM WATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES:
- a. UTILIZE THE CALTRANS CONSTRUCTION BMP FACT SHEETS FOUND AT [HTTP://WWW.DOT.CA.GOV/HQ/CONSTRUC/STORMWATER/FACTSHEETS.HTM](http://www.dot.ca.gov/hq/construc/stormwater/factsheets.htm) OR OTHER SIMILAR REFERENCE (SUCH AS CASQA) TO IMPLEMENT ONSITE EROSION CONTROL MEASURES. REFERENCES SUCH AS (SC-01) ARE TO CALTRANS BMP FACT SHEETS.
- b. BUILD PERIMETER SILT CONTROL PRIOR TO COMMENCING CONSTRUCTION BY ONE OR MORE OF THE FOLLOWING METHODS:
- i. SILT FENCE (SC-01)
- ii. FIBER ROLLS (SC-05)
- c. PROVIDE STORM INLET PROTECTION PRIOR TO COMMENCING CONSTRUCTION AT THE NEAREST EXISTING DOWNSTREAM DRAINAGE INLETS (SC-10) THAT TAKE DRAINAGE FROM THE PROJECT SITE.
- d. PROVIDE STABILIZED CONSTRUCTION ENTRANCE/EXIT (TC-1) AS APPROPRIATE.
- e. COVER ALL EXPOSED EARTH OR OTHER STOCKPILED CONSTRUCTION MATERIALS SURFACES IF LEFT INACTIVE FOR LONGER THAN 14 CALENDAR DAYS, BY ANY COMBINATION OF TARPS, GEOTEXTILE MATS, HYDRO-MULCHING, ETC.
- f. PERFORM STREET SWEEPING AND CLEANUP ON A MINIMUM DAILY BASIS (SC-07).
- g. PROVIDE WIND EROSION CONTROL, ESPECIALLY WHEN WINDS IN EXCESS OF 10 MPH ARE PREDICTED (WE-I).
- h. TAKE PROTECTIVE ACTIONS DURING PAVING AND GRINDING OPERATIONS (NS-03).
- i. PERFORM ALL VEHICLE AND EQUIPMENT CLEANING OFFSITE OR PER NS-08.
- j. PERFORM ALL VEHICLE AND EQUIPMENT FUELING OFFSITE OR PER NS-09.
- k. PERFORM ALL VEHICLE AND EQUIPMENT MAINTENANCE OFFSITE OR PER NS-10.
- l. PERFORM MATERIAL DELIVERY, STORAGE AND USE PER WM-01, WM-02.
- m.PERFORM MATERIAL STOCKPILE MANAGEMENT PER WM-03.
- n. PERFORM SPILL PREVENTION AND CONTROL AS NEEDED (WM-04).
- o. PERFORM SOLID WASTE AND HAZARDOUS WASTE MANAGEMENT PER WM-05 AND WM-06.
- p. PERFORM CONCRETE WASTE MANAGEMENT PER WM-08.
- q. PERFORM SANITARY/SEPTIC WASTE MANAGEMENT BY PROVIDING ONSITE PORTABLE TOILET FACILITIES (WM-09).
- r. COVER ALL EXPOSED EARTH SURFACES PRIOR TO COMPLETION OF PROJECT BY ONE OR MORE OF THE FOLLOWING METHODS:
- EROSION CONTROL MATS (SS-07), 100% COVERAGE.
  - HYDROSEEDING (SS-04) TO ACHIEVE 90% GERMINATION AND GROWTH
  - LANDSCAPING MULCH (SS-08), 100% COVERAGE
  - STRAW MULCH (SS-06), 100% COVERAGE – SPECIAL APPROVAL REQUIRED

SIGNING AND STRIPING NOTES

1. ALL WORK, MATERIALS, AND EQUIPMENT SHALL CONFORM TO THE REQUIREMENTS OF THE STATE DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND SPECIFICATIONS, 2018 EDITION, AND PROJECT SPECIAL PROVISIONS.
2. ALL STRIPING AND PAVEMENT LEGENDS SHALL BE INSTALLED PER THE 2018 CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS. NEW STRIPING SHALL NOT BE PLACED UNTIL SPOTTED AND APPROVED BY THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE.
3. ALL CONFLICTING STRIPING SHALL BE REMOVED BY WET SANDBLASTING OR A METHOD APPROVED BY THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE.
4. ALL WORK SHALL BE COORDINATED WITH AND COMPLETED TO THE SATISFACTION OF THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE.
5. ALL PAVEMENT LEGENDS SHALL BE PLACED IN THE CENTER OF THE TRAVEL LANE, OR AS DIRECTED BY THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE.
6. ALL PAVEMENT LEGENDS, AND CROSSWALKS SHALL BE THERMOPLASTIC.
7. ALL CENTERLINE STRIPING SHALL BE PAINT, THREE(3) COATS.
8. ALL STRIPING SHALL BE REPLACED IN KIND BY THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY EXISTING STRIPING, PAVEMENT LEGENDS, AND RAISED PAVEMENT MARKERS AND SUBMIT PHOTOS TO THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
9. INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.

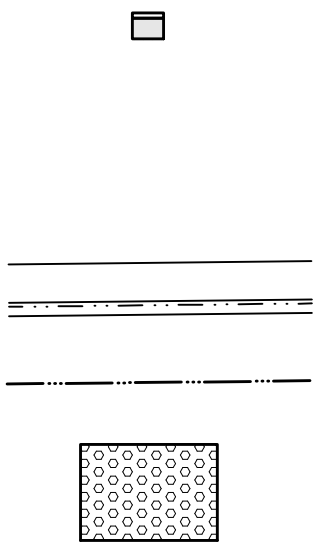
EXISTING



LEGEND:

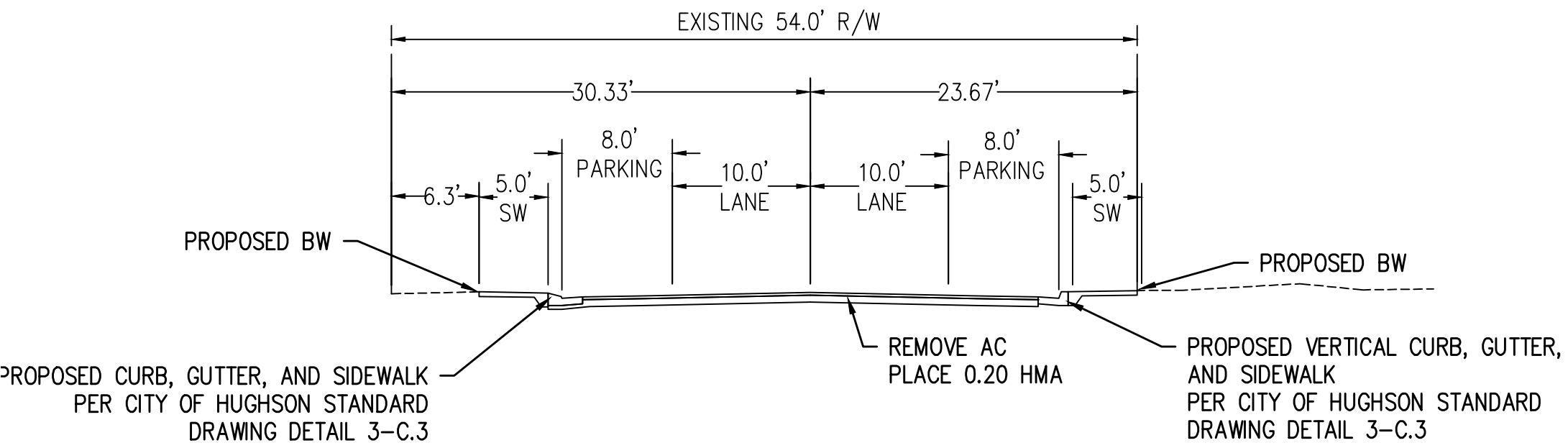
- TELEPHONE
- ELECTRIC (UNDERGROUND)
- ELECTRIC (OVERHEAD)
- GAS
- STORM DRAIN
- SANITARY SEWER
- WATER
- MANHOLE
- DRAIN INLET
- WATER/GAS VALVE
- FIRE HYDRANT
- ROAD SIGN
- CURB, GUTTER AND SIDEWALK
- DAYLIGHT LINE
- STREET LIGHT
- DETECTABLE WARNING DEVICE

PROPOSED

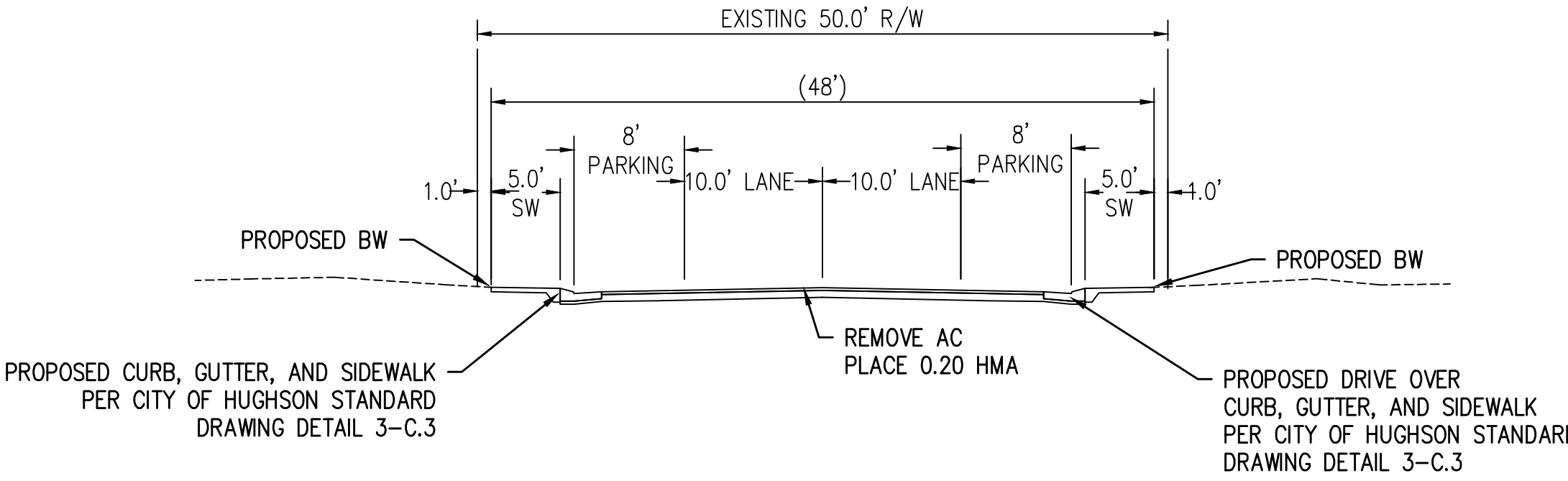


ABBREVIATIONS

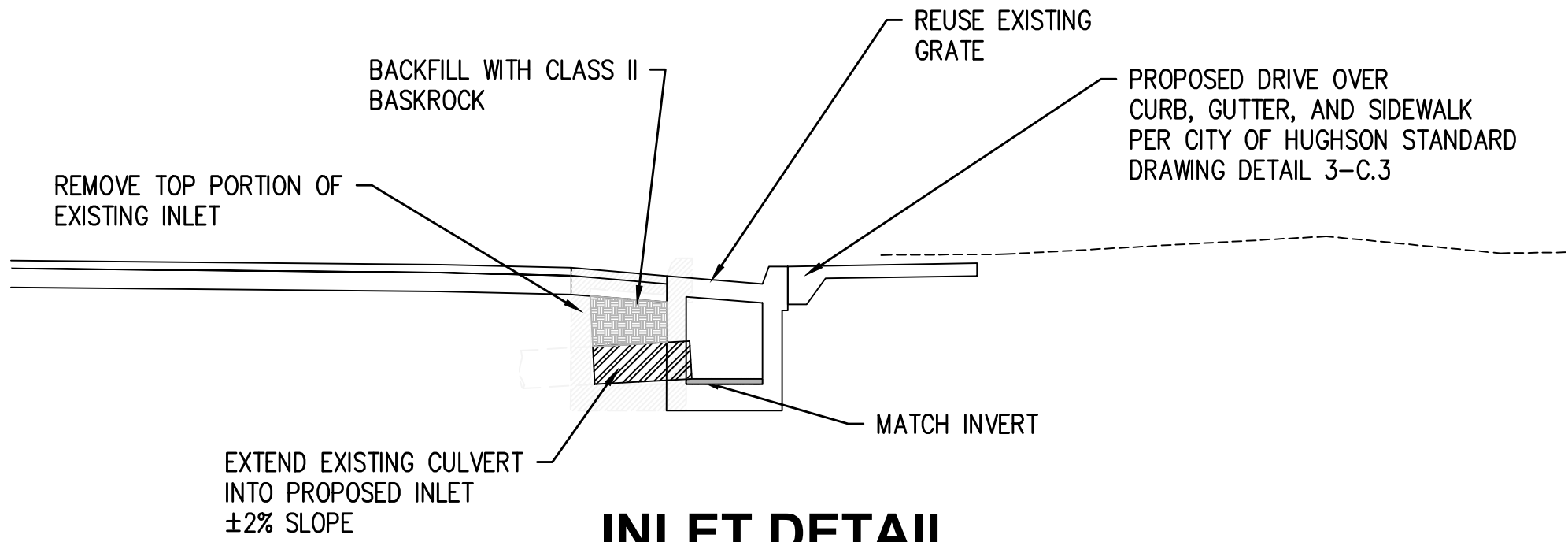
AB	AGGREGATE BASE	MH	MANHOLE
AC	ASPHALT CONCRETE	MIN.	MINIMUM
AD	AREA DRAIN	MON	MONUMENT
AP	ANGLE POINT	(N)	NEW
BC	BEGIN HORIZONTAL CURVE	OG	ORIGINAL/ EXISTING GROUND
BLVD.	BOULEVARD	O/H, OH	OVERHEAD
BSW, BW	BACK OF SIDEWALK	PCC	PORTLAND CEMENT CONCRETE
C	CUT LINE		POINT OF COMPOUND CURVE
C-C	CENTER TO CENTER	PL, RL	PROPERTY LINE
CB	CATCH BASIN	PP	POWER POLE
CL, CL	CENTERLINE	PTEC	PERMISSION TO ENTER AND CONSTRUCT
CO	CLEAN OUT	P.U.E.	PUBLIC UTILITY EASEMENT
CONC	CONCRETE	RCP	REINFORCED CONCRETE PIPE
CP	CONTROL POINT	RSP	ROCK SLOPE PROTECTION
C&G	CURB AND GUTTER	ROW	RIGHT-OF-WAY
DI	DRAINAGE INLET	SD	STORM DRAIN
DWG.	DRAWING	SDMH	STORM DRAIN MANHOLE
DWS	DETECTABLE WARNING SURFACE	SS	SANITARY SEWER
DWY	DRIVEWAY	SSCO	SANITARY SEWER CLEAN OUT
(E)	EXISTING	SSMH	SANITARY SEWER MANHOLE
EC	END HORIZONTAL CURVE	ST	STREET
EG, eg	EXISTING/ ORIGINAL GROUND	STA	STATION
ELEV	ELEVATION	STD.	STANDARD
EP, ep	EDGE OF PAVEMENT/ LIP OF GUTTER	S/W	SIDEWALK
ESMT	EASEMENT	TC, t/c	TOP OF CURB, TOP OF ROLLED CURB
FES	FLARED END SECTION	TFC	TOP FACE OF VERTICAL CURB
FG	FINISHED GRADE	TOE	TOE OF SLOPE
FH	FIRE HYDRANT	TOP	TOP OF SLOPE
FL, FL	GUTTER/ DITCH FLOWLINE	(TYP)	TYPICAL
GB	GRADE BREAK	STD	STANDARD
GR	GRATE	S/W	SIDEWALK
HP	HIGH-POINT, HINGE POINT	W	WATER
INV.	INVERT	WM	WATER METER
IP	IRON PIPE	WV	WATER VALVE
LIP	LIP OF GUTTER		
LF	LINEAR FEET		
LT	LEFT		
MAX.	MAXIMUM		



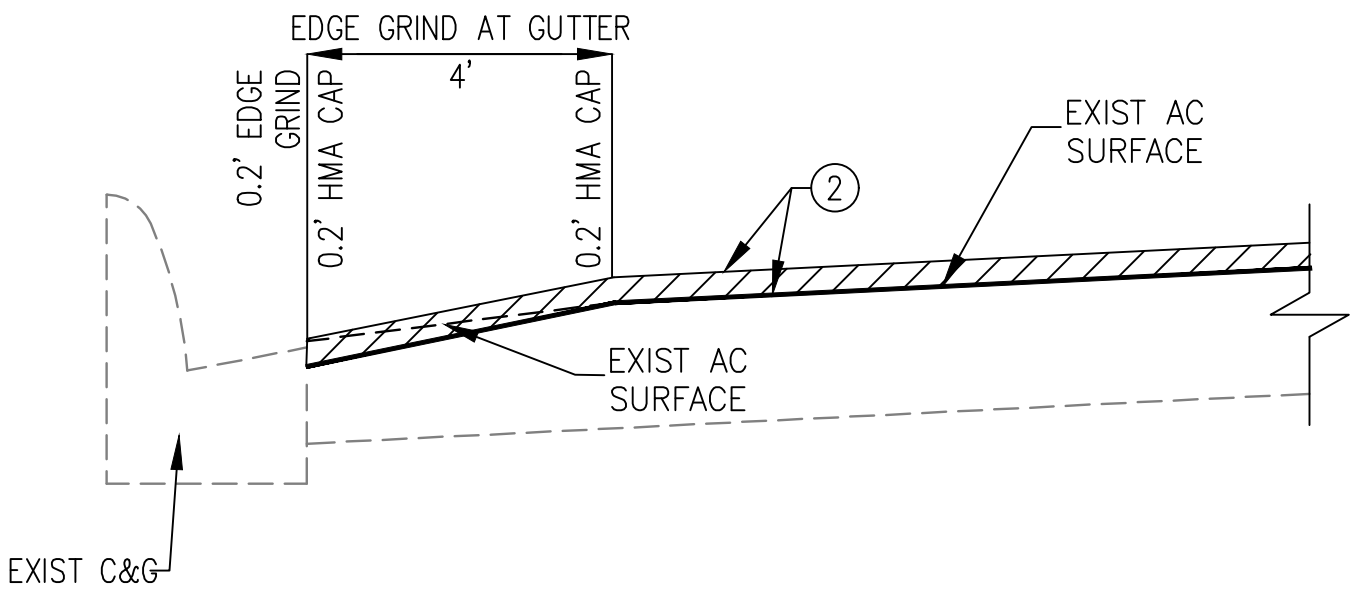
WALKER LANE STA 1+00 - 4+24.33



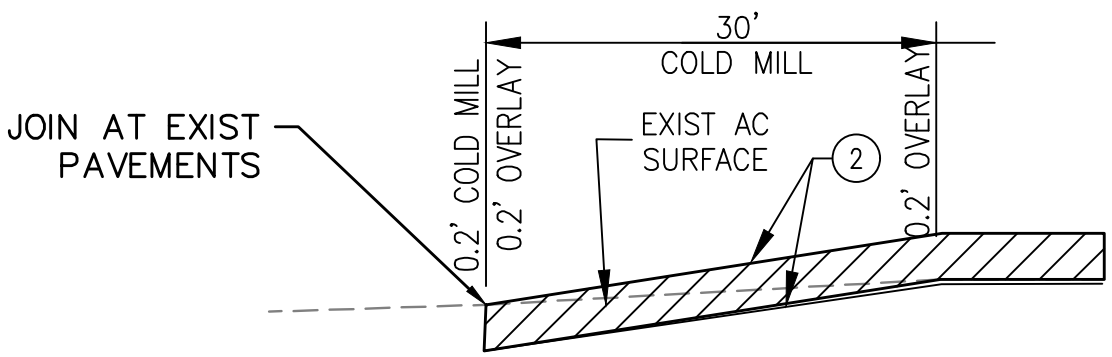
WALKER LANE STA 4+24.33 - END



INLET DETAIL  
STA 2+15.33 RIGHT



DETAIL "A"  
TYPICAL COLD MILL AT CURB & GUTTER  
NOT TO SCALE



DETAIL "B"  
TYPICAL COLD MILL AT EXISTING PAVEMENTS  
NOT TO SCALE

NO.	REVISION	BY	DATE	DESIGNED:	DRAWN:	CHECKED:	CITY OF HUGHSON COMMUNITY DEVELOPMENT DEPARTMENT 7018 PINE STREET HUGHSON, CALIFORNIA 95326 209.883.4054	WALKER LANE SIDEWALK IMPROVEMENT PROJECT	DATE: JAN 21, 2021 SCALE: HORIZ: N/A VERT: N/A PROJECT NO.: 109510	SHEET: 2 OF 6
								<p>NOTES AND DETAILS</p>		

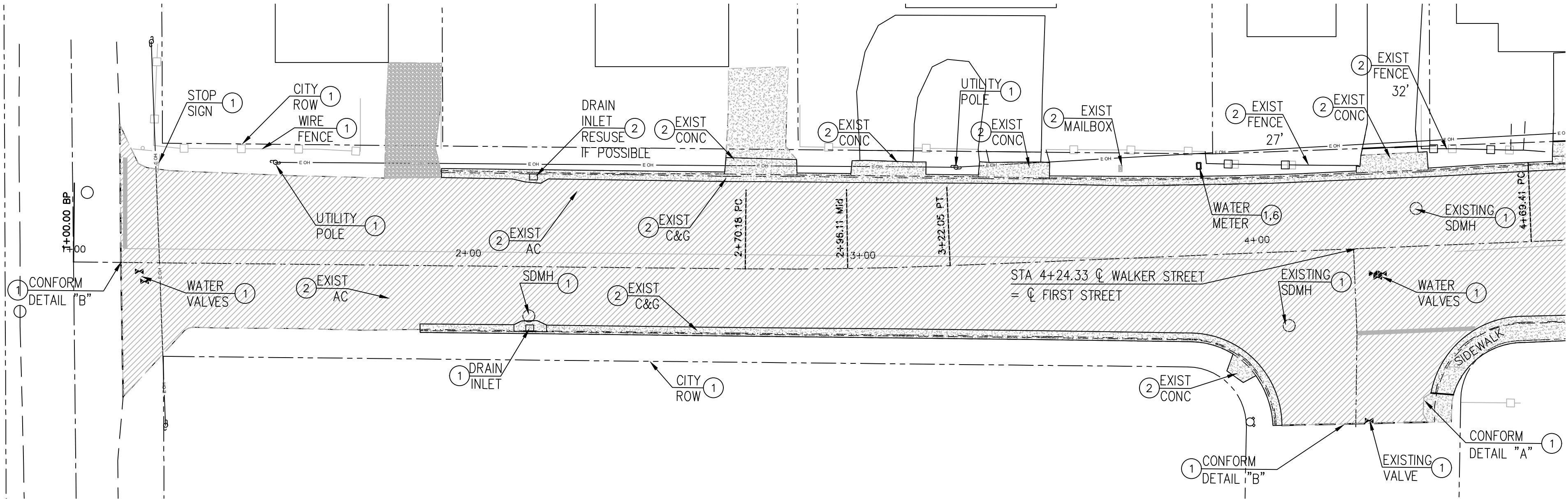


CONSTRUCTION NOTES

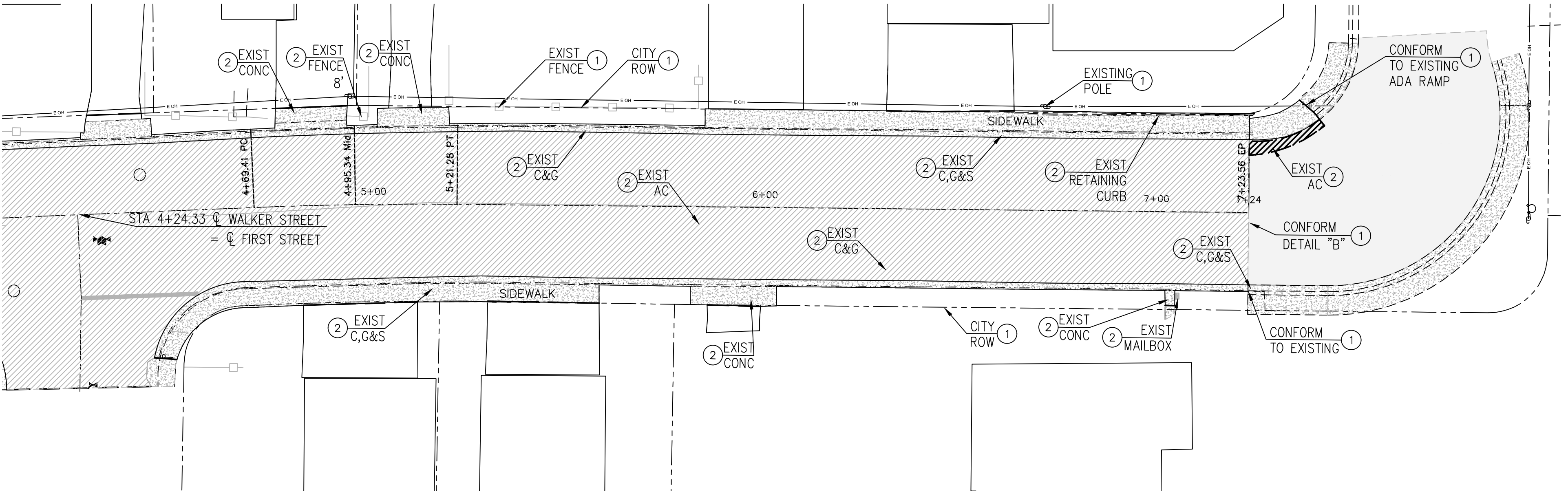
- 1 PROTECT IN PLACE
- 2 REMOVE BY CONTRACTOR
- 3 CONSTRUCT 4-INCH THICK PCC SIDEWALK PER CITY OF HUGHSON STANDARD PLAN 3-ST.3.3
- 4 CONSTRUCT CURB RAMP PER CITY OF HUGHSON STANDARD PLAN 3-HC.2, CASE AND TYPE PER PLAN
- 5 CONSTRUCT CURB AND GUTTER PER CITY OF HUGHSON STANDARD PLAN 3-C.1
- 6 ADJUST TO GRADE BY CONTRACTOR PER PLAN
- 7 INSTALL PAVEMENT SECTION; 0.20' HMA
- 8 INSTALL CONC G1 INLET PER CALTRANS STANDARD PLAN D73D
- 9 INSTALL STRIPING AS INDICATED

LEGEND

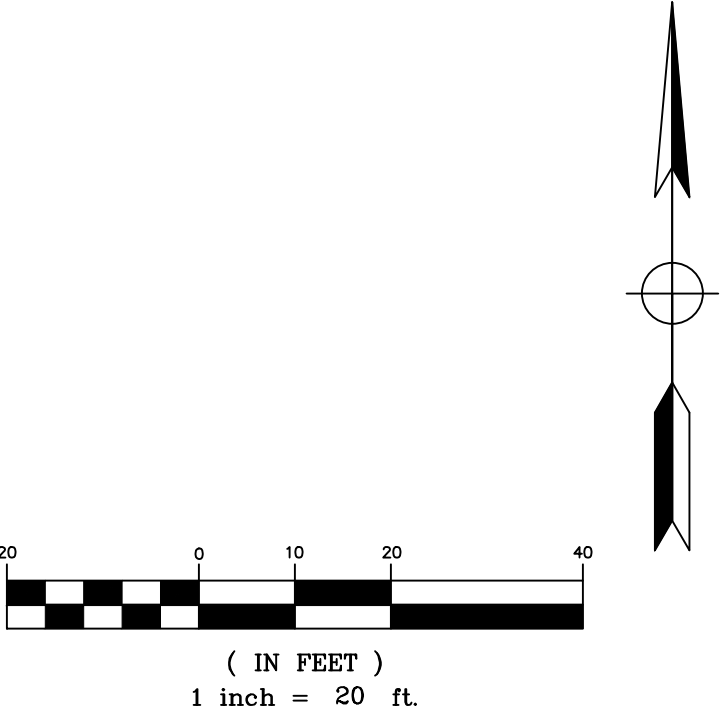
- REMOVE & REPLACE EXIST CONCRETE
- REMOVE EXIST AC
- SAW-CUT LINE
- CITY OF HUGHSON RIGHT-OF-WAY



WALKER LANE STA 1+00 - 4+25



WALKER LANE STA 4+25 - 7+24



NO.	REVISION	BY	DATE

**WILLDAN**  
Engineering

9281 Office Park Circle ~ Suite 100  
Elk Grove, CA 95758 916.478.6002

DESIGNED:
DRAWN:
CHECKED:



CITY OF HUGHSON  
COMMUNITY DEVELOPMENT  
DEPARTMENT  
7018 PINE STREET  
HUGHSON, CALIFORNIA 95326  
209.883.4054



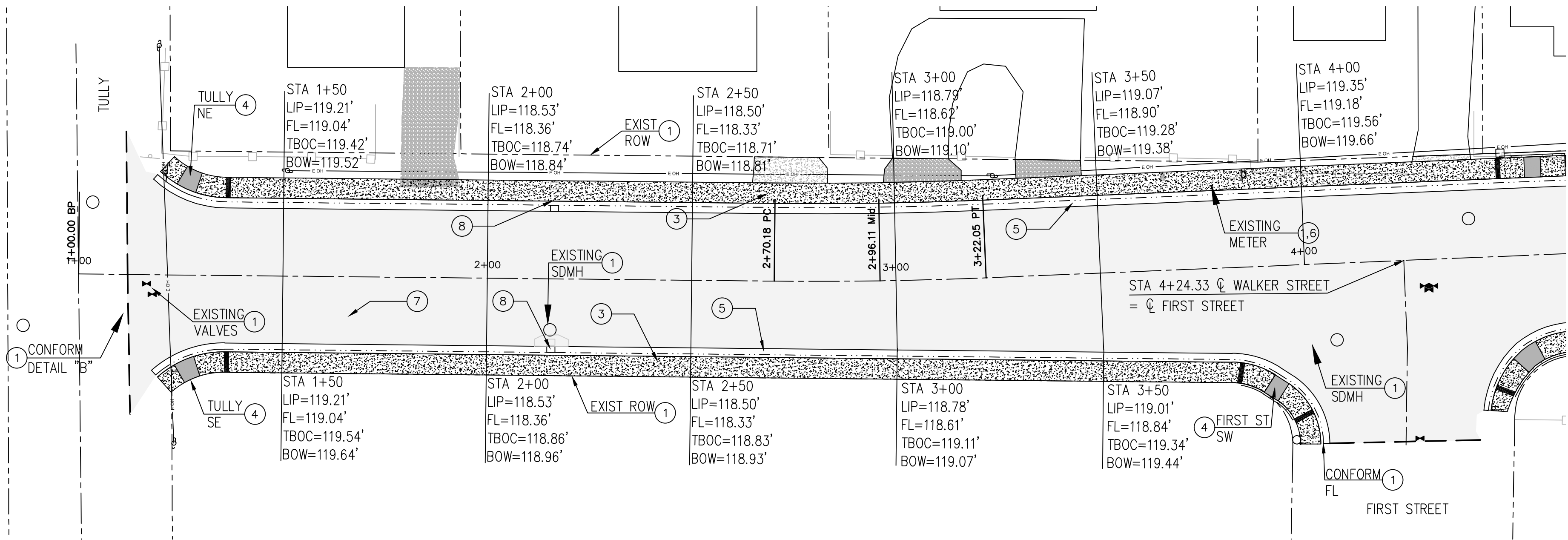
WALKER LANE SIDEWALK IMPROVEMENT PROJECT

**EXISTING AND DEMOLITION PLAN**

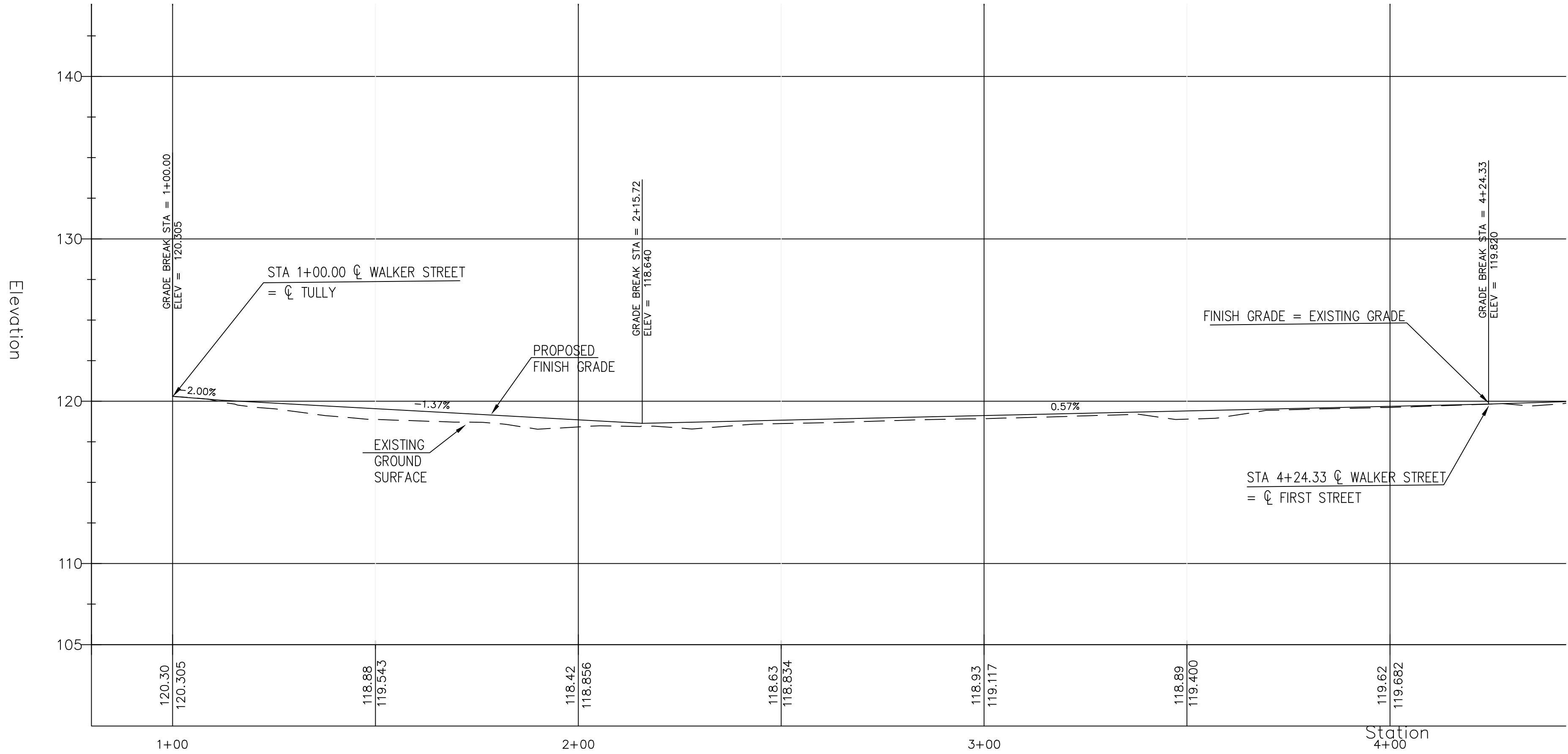
DATE: JAN 21, 2021
SCALE: HORIZ: 1"=20' VERT: 1"=4'
PROJECT NO.: 109510

SHEET:	3
OF	6

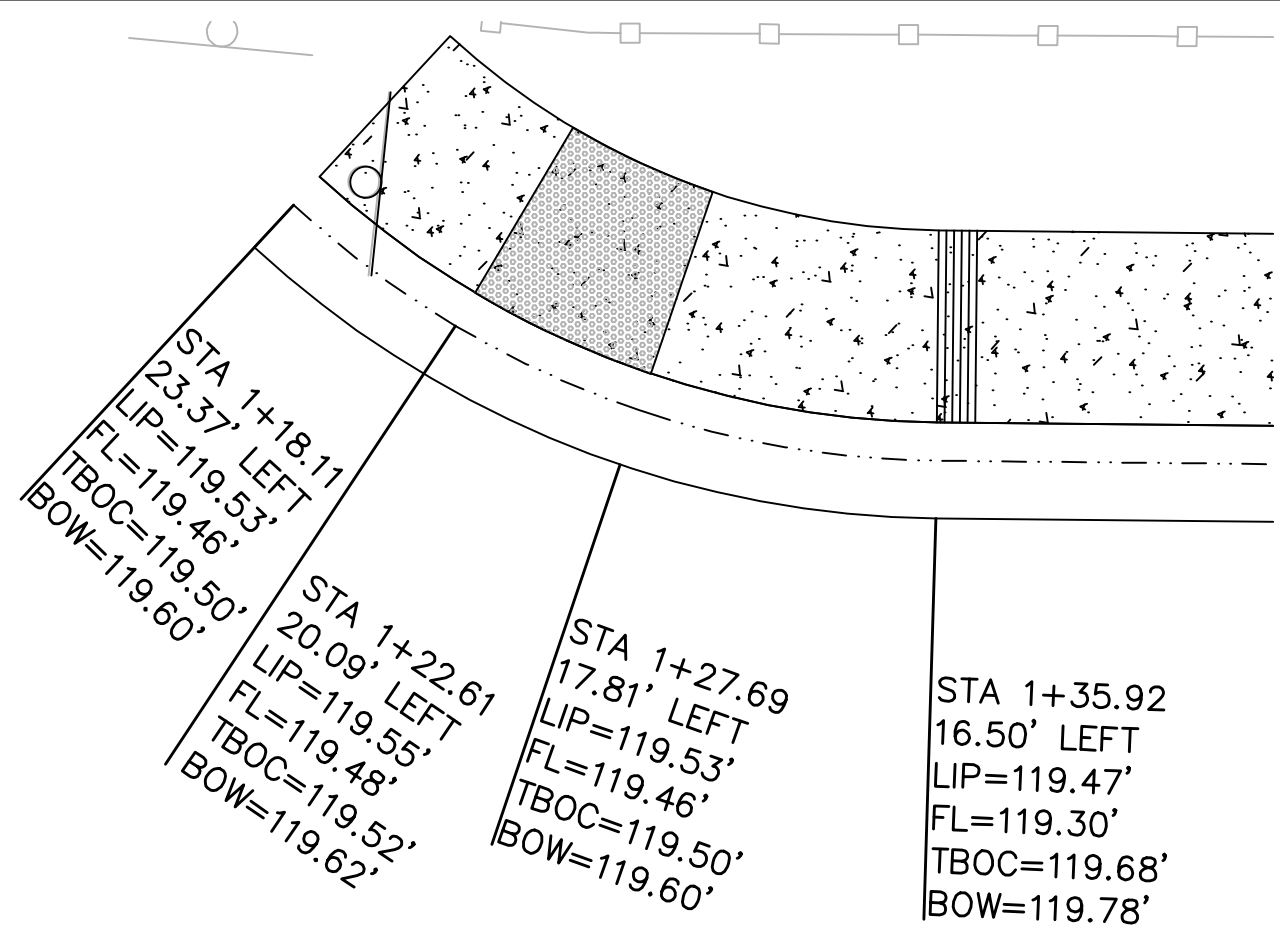




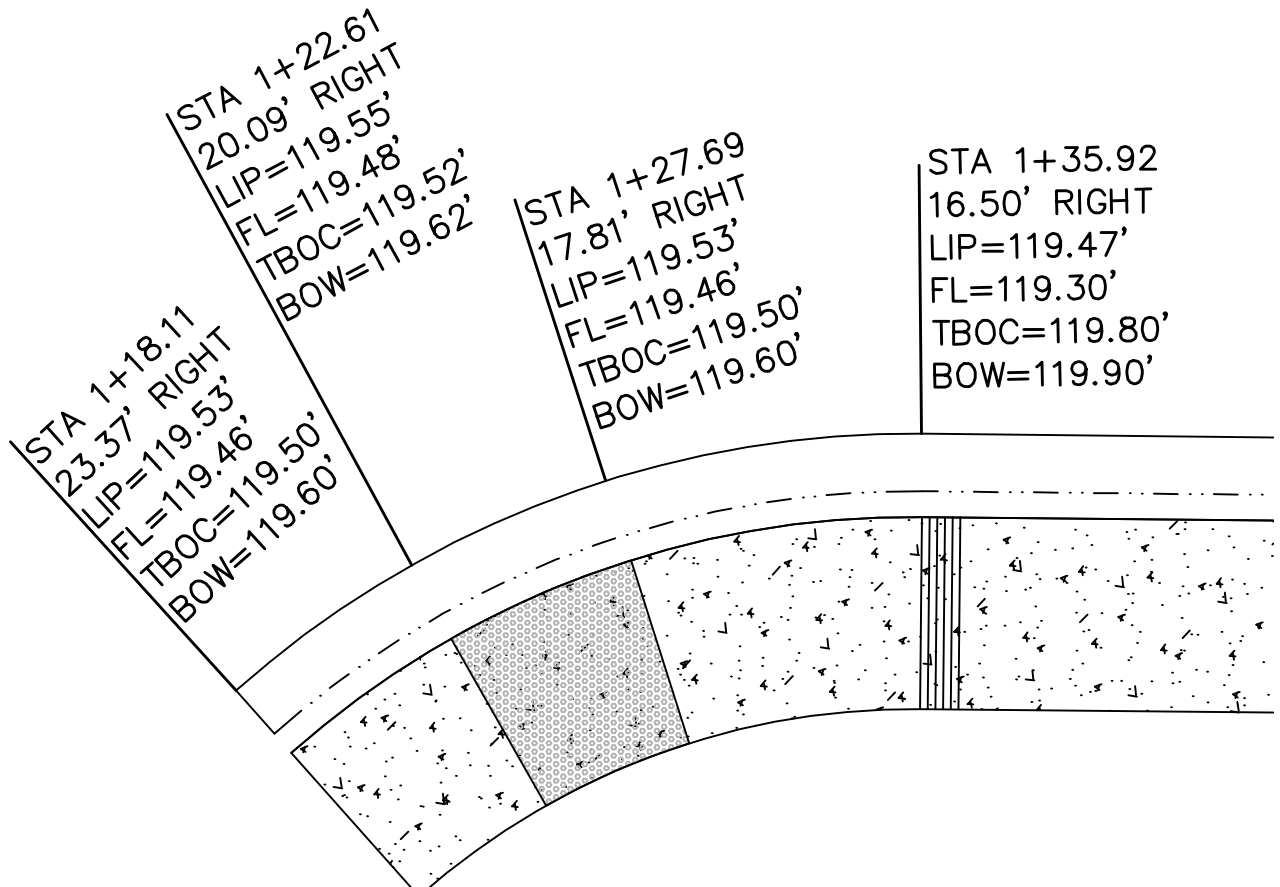
WALKER LANE STA 1+00 - 4+25



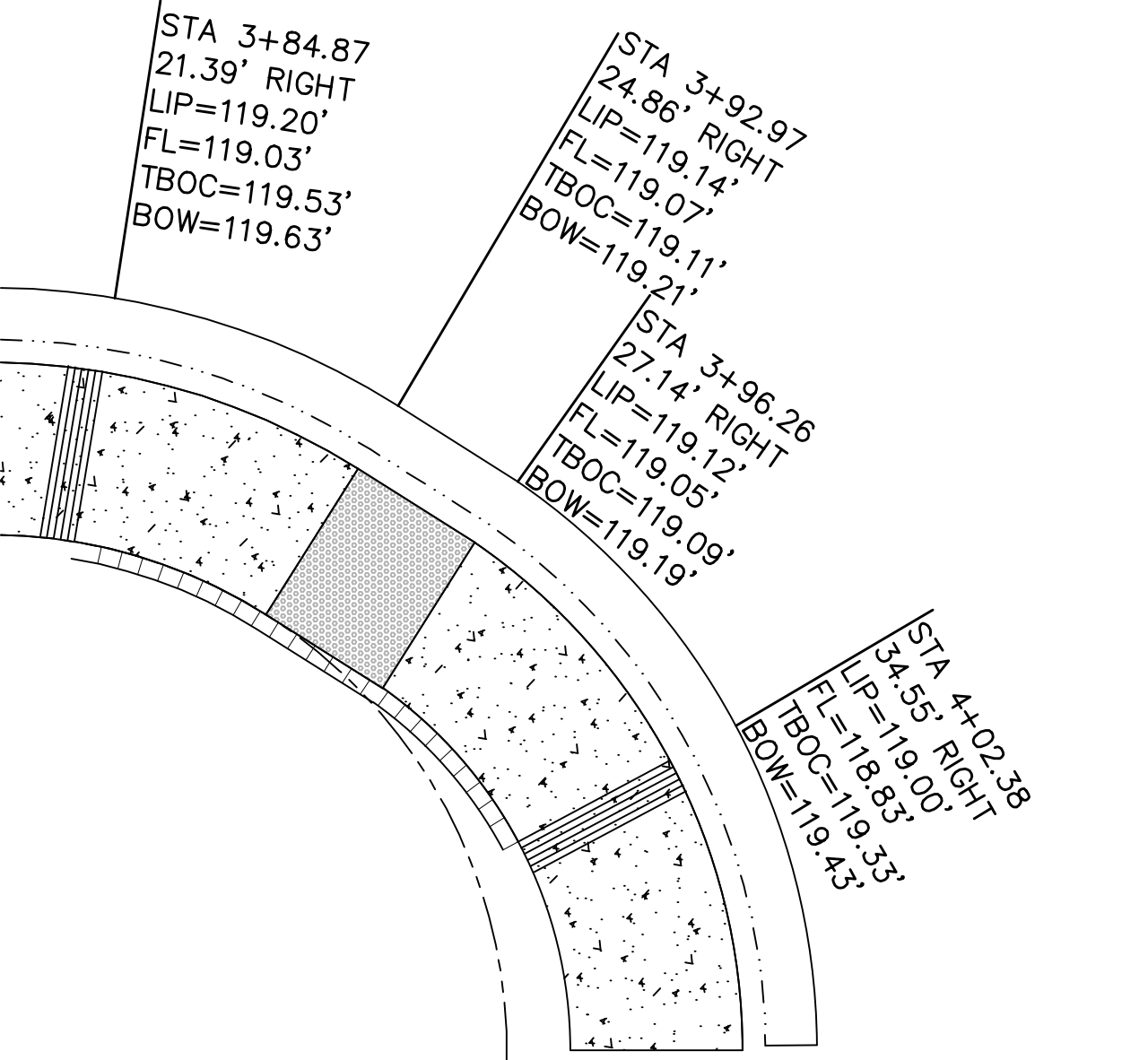
CENTERLINE PROFILE  
STA 1+00 - 4+25



CURB RAMP DETAIL TULLY NE  
HORIZ: 1"=5'



CURB RAMP DETAIL TULLY SE  
HORIZ: 1"=5'



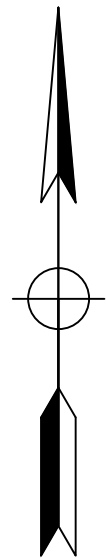
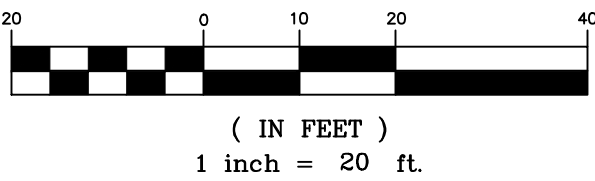
CURB RAMP DETAIL FIRST ST SW  
HORIZ: 1"=5'

CONSTRUCTION NOTES

1. PROTECT IN PLACE
2. REMOVE BY CONTRACTOR
3. CONSTRUCT 4-INCH THICK PCC SIDEWALK PER CITY OF HUGHSON STANDARD PLAN 3-ST.3.3
4. CONSTRUCT CURB RAMP PER CITY OF HUGHSON STANDARD PLAN 3-HC.2, CASE AND TYPE PER PLAN
5. CONSTRUCT CURB AND GUTTER PER CITY OF HUGHSON STANDARD PLAN 3-C.1
6. ADJUST TO GRADE BY CONTRACTOR PER PLAN
7. INSTALL PAVEMENT SECTION; 0.20' HMA
8. INSTALL CONC G1 INLET PER CALTRANS STANDARD PLAN D73D
9. INSTALL STRIPING AS INDICATED

LEGEND

- 0.20 HMA TYPE A ASPHALT PAVING
- CONCRETE



NO.	REVISION	BY	DATE

**WILLDAN**  
Engineering

9281 Office Park Circle ~ Suite 100  
Elk Grove, CA 95758 916.478.6002

DESIGNED:
DRAWN:
CHECKED:



CITY OF HUGHSON  
COMMUNITY DEVELOPMENT  
DEPARTMENT  
7018 PINE STREET  
HUGHSON, CALIFORNIA 95326  
209.883.4054



WALKER LANE SIDEWALK IMPROVEMENT PROJECT

**PROPOSED ROAD IMPROVEMENTS**

DATE: JAN 21, 2021
SCALE: HORIZ: 1"=20' VERT: 1"=4'
PROJECT NO.: 109510

SHEET:	4
OF	6

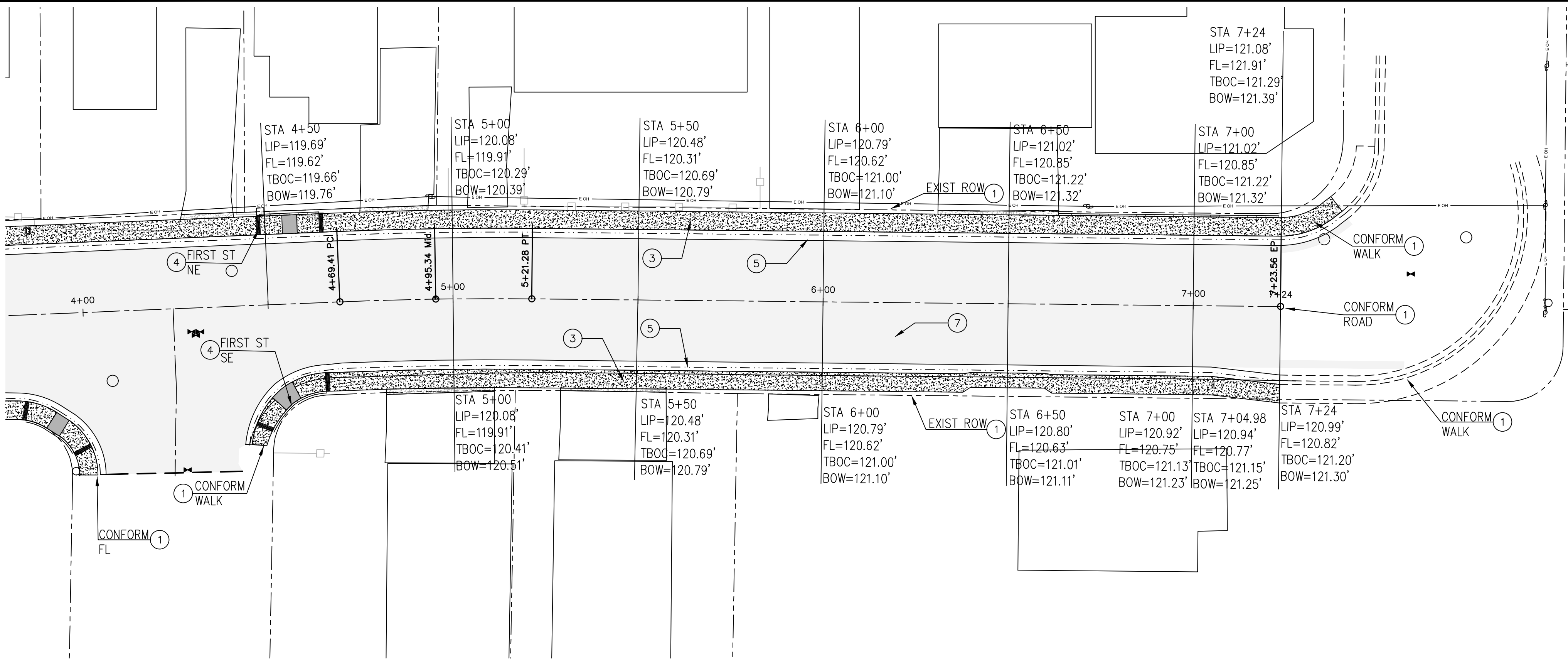


CONSTRUCTION NOTES

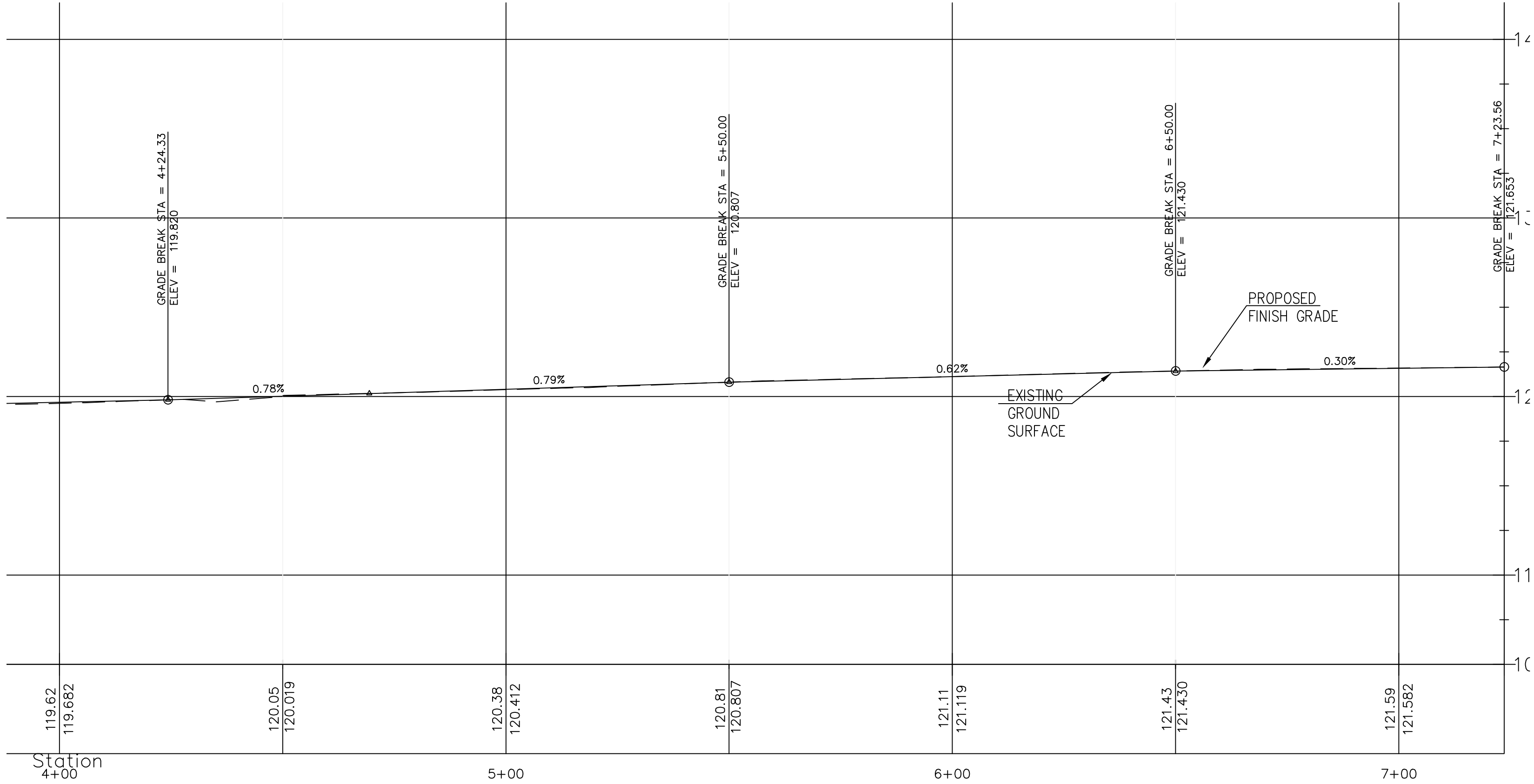
- 1 PROTECT IN PLACE
- 2 REMOVE BY CONTRACTOR
- 3 CONSTRUCT 4-INCH THICK PCC SIDEWALK PER CITY OF HUGHSON STANDARD PLAN 3-ST.3.3
- 4 CONSTRUCT CURB RAMP PER CITY OF HUGHSON STANDARD PLAN 3-HC.2, CASE AND TYPE PER PLAN
- 5 CONSTRUCT CURB AND GUTTER PER CITY OF HUGHSON STANDARD PLAN 3-C.1
- 6 ADJUST TO GRADE BY CONTRACTOR PER PLAN
- 7 INSTALL PAVEMENT SECTION; 0.20' HMA
- 8 INSTALL CONC G1 INLET PER CALTRANS STANDARD PLAN D73D
- 9 INSTALL STRIPING AS INDICATED

LEGEND

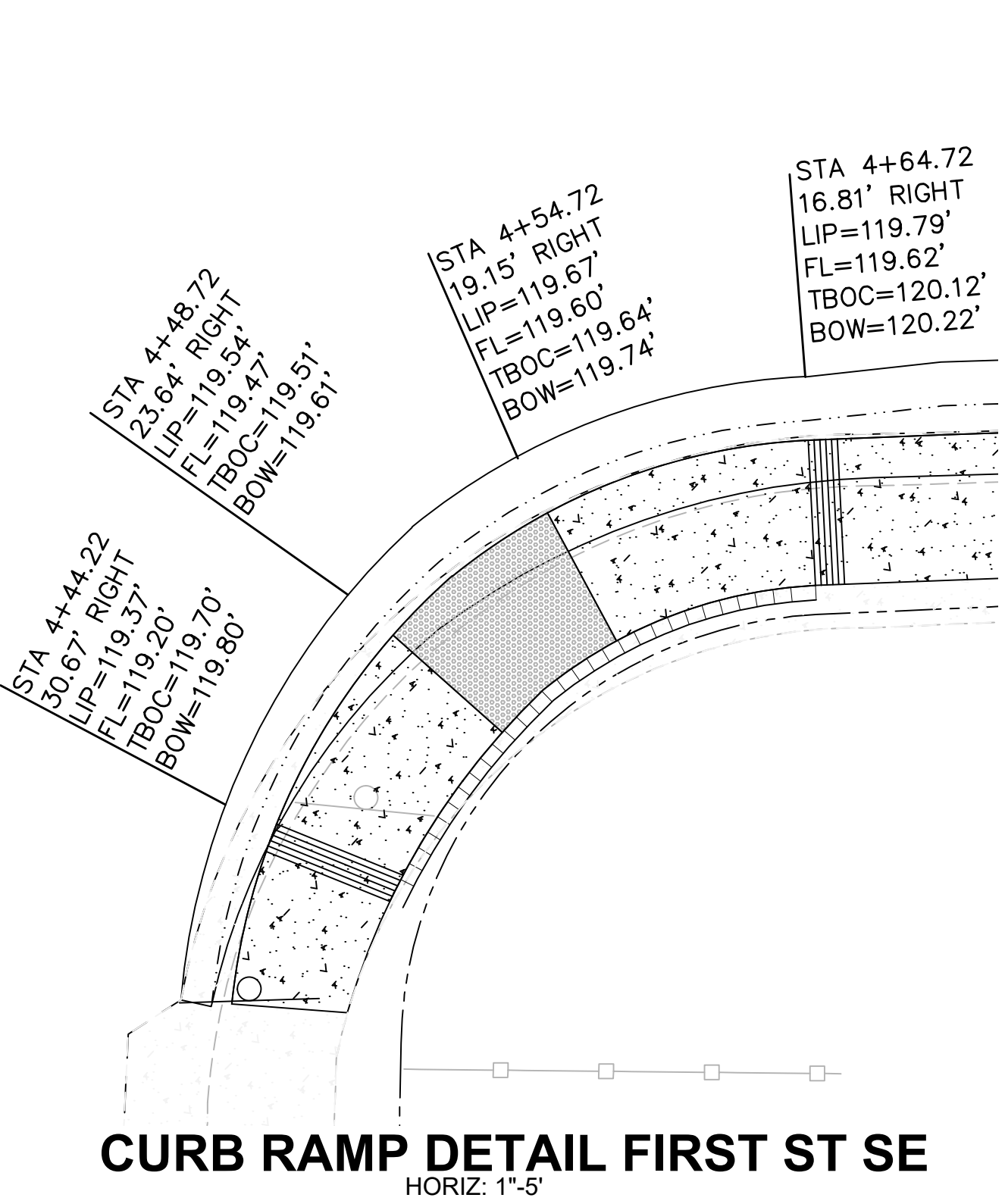
- 0.20 HMA TYPE A ASPHALT PAVING
- CONCRETE



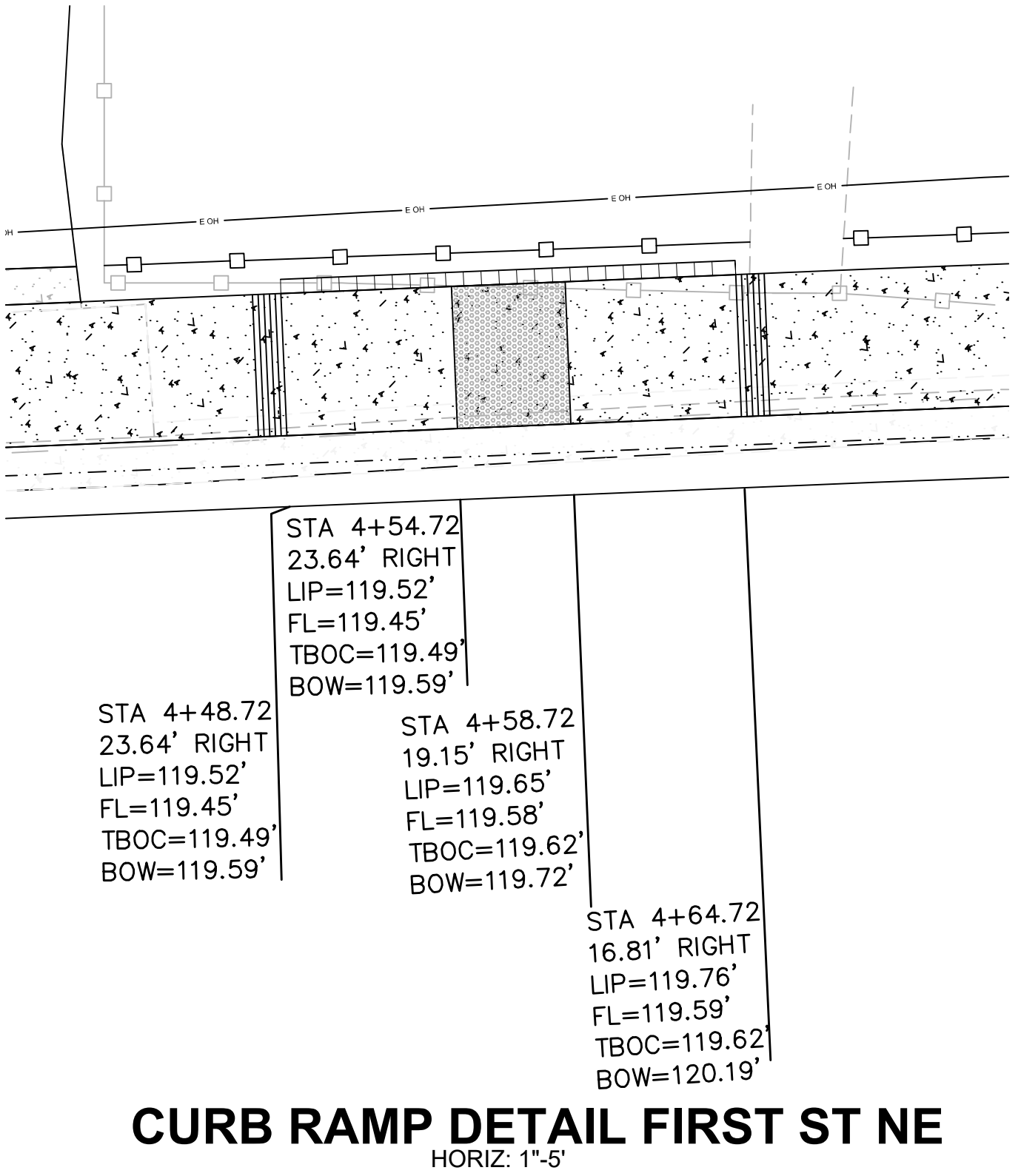
WALKER LANE STA 4+25 - 7+24



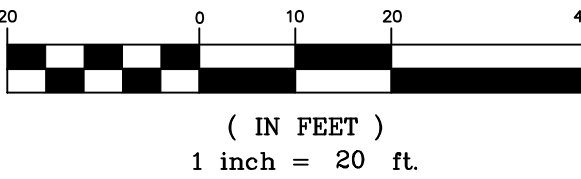
CENTERLINE PROFILE  
STA 4+25 - 7+24



CURB RAMP DETAIL FIRST ST SE  
HORIZ: 1"=5'



CURB RAMP DETAIL FIRST ST NE  
HORIZ: 1"=5'



NO.	REVISION	BY	DATE

**WILLDAN**  
Engineering

9281 Office Park Circle ~ Suite 100  
Elk Grove, CA 95758 916.478.6002

DESIGNED:
DRAWN:
CHECKED:



CITY OF HUGHSON  
COMMUNITY DEVELOPMENT  
DEPARTMENT  
7018 PINE STREET  
HUGHSON, CALIFORNIA 95326  
209.883.4054



WALKER LANE SIDEWALK IMPROVEMENT PROJECT

**PROPOSED ROAD IMPROVEMENTS**

DATE: JAN 21, 2021
SCALE: HORIZ: 1"=20' VERT: 1"=4'
PROJECT NO.: 109510

SHEET:	5
OF	6

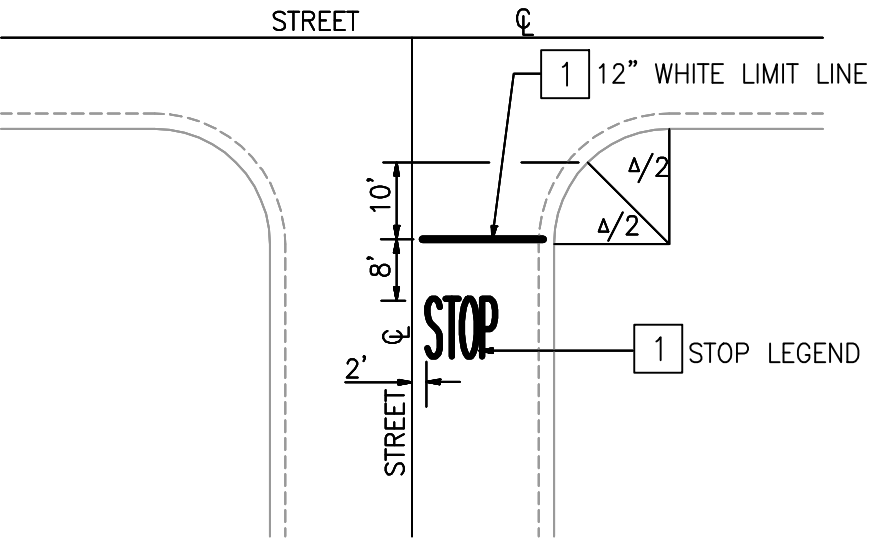


CONSTRUCTION NOTES

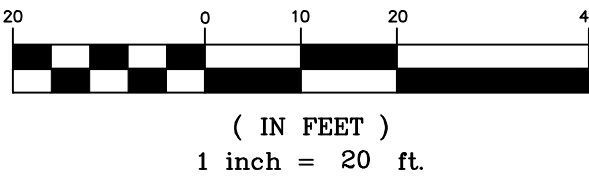
- 1 PROTECT IN PLACE
- 2 REMOVE BY CONTRACTOR
- 3 CONSTRUCT 4-INCH THICK PCC SIDEWALK PER CITY OF HUGHSON STANDARD PLAN 3-ST.3.3
- 4 CONSTRUCT CURB RAMP PER CITY OF HUGHSON STANDARD PLAN 3-HC.2, CASE AND TYPE PER PLAN
- 5 CONSTRUCT CURB AND GUTTER PER CITY OF HUGHSON STANDARD PLAN 3-C.1
- 6 ADJUST TO GRADE BY CONTRACTOR PER PLAN
- 7 INSTALL PAVEMENT SECTION; 0.20' HMA
- 8 INSTALL CONC G1 INLET PER CALTRANS STANDARD PLAN D73D
- 9 INSTALL STRIPING AS INDICATED

SIGNING AND STRIPING NOTES

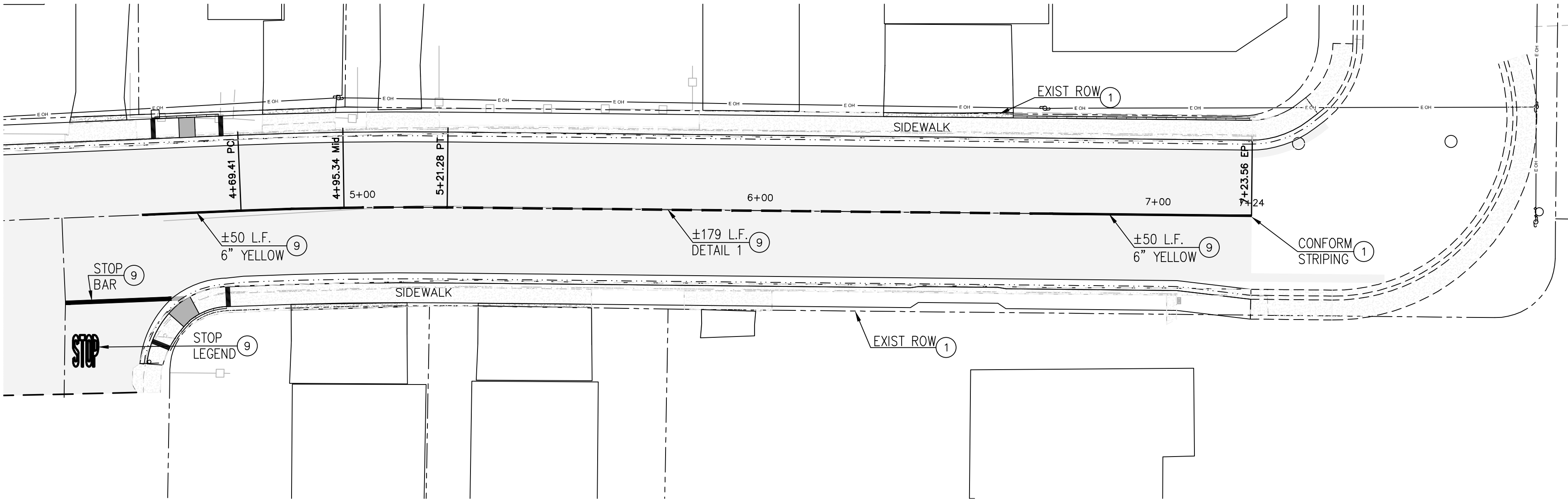
- 1. ALL WORK, MATERIALS, AND EQUIPMENT SHALL CONFORM TO THE REQUIREMENTS OF THE STATE DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD PLANS AND SPECIFICATIONS, 2018 EDITION, AND PROJECT SPECIAL PROVISIONS.
- 2. ALL STRIPING AND PAVEMENT LEGENDS SHALL BE INSTALLED PER THE 2018 CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS. NEW STRIPING SHALL NOT BE PLACED UNTIL SPOTTED AND APPROVED BY THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE.
- 3. ALL CONFLICTING STRIPING SHALL BE REMOVED BY WET SANDBLASTING OR A METHOD APPROVED BY THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE.
- 4. ALL WORK SHALL BE COORDINATED WITH AND COMPLETED TO THE SATISFACTION OF THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE.
- 5. ALL PAVEMENT LEGENDS SHALL BE PLACED IN THE CENTER OF THE TRAVEL LANE, OR AS DIRECTED BY THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE.
- 6. ALL PAVEMENT LEGENDS, AND CROSSWALKS SHALL BE THERMOPLASTIC.
- 7. ALL CENTERLINE STRIPING SHALL BE PAINT, THREE(3) COATS.
- 8. ALL STRIPING SHALL BE REPLACED IN KIND BY THE CONTRACTOR. THE CONTRACTOR SHALL VERIFY EXISTING STRIPING, PAVEMENT LEGENDS, AND RAISED PAVEMENT MARKERS AND SUBMIT PHOTOS TO THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
- 9. INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.



DETAIL "D"  
STOP BAR AND LEGEND DETAIL



WALKER LANE STA 1+00 - 4+25



WALKER LANE STA 4+25 - 7+24

NO.	REVISION	BY	DATE



**WILLDAN**  
Engineering

9281 Office Park Circle ~ Suite 100  
Elk Grove, CA 95758 916.478.6002

DESIGNED:
DRAWN:
CHECKED:



**CITY OF HUGHSON**  
COMMUNITY DEVELOPMENT  
DEPARTMENT  
7018 PINE STREET  
HUGHSON, CALIFORNIA 95326  
209.883.4054



WALKER LANE SIDEWALK IMPROVEMENT PROJECT

**PROPOSED STRIPING IMPROVEMENTS**

DATE: JAN 21, 2021	SHEET: <b>6</b> OF <b>6</b>
SCALE: HORIZ: 1"=20' VERT: 1"=4'	
PROJECT NO.: 109510	