

NOTICE TO BIDDERS SPECIAL PROVISIONS BID BOOK

FOR

**THE RETROFIT OF SWINGING BRIDGE OVER ARROYO
GRANDE CREEK**

**SPECIFICATION NO. PW 2021-06
APPROVAL DATE: December 14, 2021
ENGINEERING STANDARDS AND SPECIFICATIONS DATED: APRIL 2016**



**PUBLIC WORKS DEPARTMENT
1375 ASH STREET
ARROYO GRANDE, CA 93420**

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THE RETROFIT OF SWINGING BRIDGE OVER ARROYO GRANDE CREEK

Specification No. PW 2021-06

Approval Date: December 14, 2021



Kelly Gallagher
Kelly Gallagher

11-30-21
<<Signature Date>>

Recommended for Approval:

Jill McReek
Capital Improvement Project Manager

12/14/21
Date

Approved for Construction:

[Signature]
Director of Public Works

12/14/21
Date

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NOTICE TO BIDDERS

BID SUBMISSION

CITY OF ARROYO GRANDE, CALIFORNIA

Sealed bids will be received by the City of Arroyo Grande at the Public Works Administration Office located at 1375 Ash Street, Arroyo Grande California 93420, until

2:00 p.m. on February 1, 2022

at which time they will be publicly opened and read aloud. Submit bid in a sealed envelope plainly marked:

**THE RETROFIT OF SWINGING BRIDGE OVER ARROYO GRANDE CREEK
SPECIFICATION NO. PW 2021-06**

Any bid received after the time and date specified will not be considered and will be returned to the bidder unopened. Bids received by Fax or Email will not be considered.

By submission of bid you agree to comply with all instructions and requirements in this notice and the contract documents.

All bids must be submitted on the Bid Item List form(s) provided and submitted with all other Bid Forms included in these Special Provisions.

Each bid must be accompanied by either a:

1. certified check
2. cashier's check
3. bidder's bond

made payable to the City of Arroyo Grande for an amount equal to ten percent of the bid amount as a guaranty. Guaranty will be forfeited to the City Arroyo Grande if the bidder, to whom the contract is awarded, fails to enter into the contract.

The City of Arroyo Grande reserves the right to accept or reject any or all bids or waive any informality in a bid.

All bids are to be compared on the basis of the Public Works Director's estimate of the quantities of work to be done, as shown on the Bid Item List.

Bids will only be accepted from bidders that are licensed in compliance with the provisions of Chapter 9, Division III of Business and Professions Code.

The award of the contract, if awarded, will be to the lowest responsive bid submitted by a responsible contractor whose bid complies with the requirements prescribed herein. If the contract is awarded, the contract will be awarded within 60 calendar days after the opening of the bids.

NOTICE TO BIDDERS

Failure to raise defects in the notice to bidders or bid forms prior to bid opening constitute a waiver of those defects.

BID DOCUMENTS

A copy of the plans and specifications may be downloaded, free of charge, from the City's website at: <http://www.arroyogrande.org/Bids.aspx>. Plans and specifications are available for viewing at the following plan rooms:

1. Central California Builders Exchange
2. Santa Maria Valley Contractors Association
3. Central Coast Builders Association
4. San Luis Obispo County Builders Exchange

A printed copy of the plans and specifications may be obtained by contacting:

Blueprint Express
618 East Grand Avenue
Arroyo Grande, CA 93420
(805) 481-1655

for a non-refundable fee of the cost of duplication.

Standard Specifications and Engineering Standards referenced in the Special Provisions may be downloaded, free of charge, from the City's website at: <http://www.arroyogrande.org/DocumentCenter/Home/View/3151>.

A printed copy of the Standard Specifications and Engineering Standards may be obtained by contacting:

Blueprint Express
618 East Grand Avenue
Arroyo Grande, CA 93420
(805) 481-1655

for a non-refundable fee of the cost of duplication.

You are responsible to obtain all issued addenda prior to bid opening. Addenda will be available to download at the City's website listed above or at the office of the Public Works Director. Contact the Capital Improvement Project Manager, Jill McPeck at (805) 473-5444 or the Public Works Department at (805) 473-5460 prior to bid opening to verify the number of addenda issued.

You are responsible to verify your contact information is correct on the plan holders list located on the City's website at: <http://www.arroyogrande.org/Bids.aspx>.

PROJECT INFORMATION

In general the project consists of retrofitting the existing suspension bridge by replacing the existing rod hangers with new cable hangers, replacement of the existing wind cables with new cables and helical anchors, strengthening the existing abutments, installation of new back span cables and helical anchors, cleaning and painting the existing steel towers, disposing of lead paint, strengthening existing wood connections,

NOTICE TO BIDDERS

and removal and repair of landscaping, decorative hardscape, curb and gutter, and HMA paving associated with the retrofit work.

The project estimated construction cost is \$542,000.

Contract time is established as 165 workingdays.

There will be a non-mandatory pre-bid meeting on Thursday January 11, 2022 at 9 a.m., at Olohan Alley at the Swinging Bridge Site. Contact Jill McPeek at (805) 473-5444 or jmcpeek@arroyogrande.org with any questions.

PREVAILING WAGES

In accordance with the provisions of California Labor Code Sections 1770,1773, 1773.1, 1773.6 and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the work is to be performed. A copy of said wage rates is on file at the office of the Owner. It shall be mandatory upon the contractor to whom the work is awarded and upon any subcontractor under the contractor to pay not less than said specified rates to all workmen employed by them in the execution of the work.

Contractor Registration with Department of Industrial Relations

In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code Section 1722.1) bidding on Public Works contracts in California shall be registered with the Department of Industrial Relations prior to bidding. Failure to provide proof of Contractor's registration as part of the Bid shall deem the Bid as non-responsive and will therefore be rejected by Owner.

Compliance Monitoring and Enforcement

In accordance with the requirements of Labor Code Section 1771.4(a)(1), Bidders are hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relation.

QUALIFICATIONS

In accordance with the provisions of California Public Contract Code Section 3300, the City has determined that the contractor shall possess a valid Class A license at the time of bid issuance. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award. In the event of dispute over classification of the license required, the opinion of the Contractor's State License Board shall prevail.

You must have experience constructing projects similar to the work specified for this project. Provide three similar reference projects completed as either the prime or subcontractor. One of the three reference projects must have been completed under contract with a City, County, State or Federal Government agency as the prime

NOTICE TO BIDDERS

contractor. All referenced projects must be completed within the last five years from this project's bid opening date.

All referenced projects must be for retrofitting bridges.

Failure to provide reference projects as specified in this section and as required on the qualification form may be cause to reject a bid as being non-responsive.

It is the City of Arroyo Grande's intent to award the contract to the lowest responsive bid submitted by a responsible bidder. If in the bidder's opinion the contract has been or may be improperly awarded, the bidder may protest the contract award.

Protests must be filed no later than five working days after either:

1. bid opening date
2. notification of rejected bid.

Protest must be in writing and received by the project manager located at:

1375 Ash Street
Arroyo Grande, CA 93420.

Valid protests must contain the following information:

1. the reasons for the protest
2. any supporting documentation
3. the ruling expected by the City to remedy the protest.

Any protest not containing all required information will be deemed invalid and rejected.

The City will consider additional documentation or other supporting information regarding the protest if submitted in compliance with the specified time limits. Anything submitted after the specified time limit will be rejected and not be considered.

The Director of Public Works or Designee may request additional information to be submitted within three days of the request, unless otherwise specified, and will notify the protester of ruling within ten days of determination.

Pursuant to the Public Records Act (Government Code, §6250, et seq.), the City will make public records available upon request.

AWARD

This is a Lump Sum bid award. The lowest bidder will be determined using the BID TOTAL. The schedule of values must be completed at the time of bid or the bid will be considered "non-responsive".

The City intends to award a contract to the responsive and responsible bidder with the lowest bid price. All bids submitted shall be in accordance with the provisions of the contract documents. The City specifically reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects in bidding not

NOTICE TO BIDDERS

involving time, price or quality of the work. City may waive any minor irregularities in the bids. Any bid may be withdrawn prior to bid opening but not afterward.

As a condition to executing a contract with the City, two bonds each equal to one hundred percent of the total contract price are required in compliance with Section 3-1.05 of the Standard Specifications.

Deposit of Securities in Lieu of Retainage.

The Contractor may elect to receive 100 percent of payment due under the Contract Documents from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit.

Agreement to Assign.

In accordance with Section 4552 of the California Government Code, the bidder shall conform to the following requirements: In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act 15 U.S.C. 15, or under the Cartwright Act, Chapter 2.

ACCOMMODATION

If any accommodations are needed to participate in the bid process, please contact the Public Works Department at (805) 473-5460. Requests should be made as soon as possible to allow time for accommodation.

NOTICE TO BIDDERS

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BID BOOK

All bid forms must be completed and submitted with your bid. Failure to submit these forms and required bid bond will be cause to reject the bid as nonresponsive. Staple all bid forms together.

THE UNDERSIGNED, agrees that they have carefully examined:

1. the location of the proposed work
2. the plans and specifications
3. read the accompanying instructions to bidders
4. any supplemental project information

and propose to furnish all:

5. materials
6. labor

to complete all the required work satisfactorily in compliance with

7. plans
8. specifications
9. special provisions

for the prices set forth in the bid item list:

BID ITEM LIST FOR
THE RETROFIT OF SWINGING BRIDGE OVER ARROYO GRANDE CREEK
SPECIFICATION NO. PW 2021-06

Item No.	Item Description	Unit of Measure	Estimated Quantity	Item Price (in figures)	Total (in figures)
BID					
1	BRIDGE RETROFIT	LS	1		
				Bid Total	\$
(Price in Words)					
Company Name:					
<p>The Bidder shall break down the lump sum price per the following Schedule of Values: Prices listed below shall total the lump sum price above.</p> <ol style="list-style-type: none"> 1. Mobilization \$ _____ 2. Remove existing wind cables and helical anchors and install new wind cables and helical anchors \$ _____ 3. Install new CIDH piles and pile cap to reinforce existing abutments \$ _____ 4. Remove existing rod hangers and replace with new cable/chain hangers, remove 2x4 braces and adjust bridge profile \$ _____ 					

BID BOOK

- | | |
|---|----------|
| 5. Clean and paint existing and new steel at towers and dispose of lead paint | \$ _____ |
| 6. Install new backspan cables at each tower at each abutment and install new helical anchors at ends | \$ _____ |
| 7. Remove and replace existing planters to permit installation of new backspan cables and helical anchors at Abutment 1 | \$ _____ |
| 8. Remove and replace existing landscaping, decorative hardscape, curb and gutter, and AC paving to permit installation of new backspan cables and helical anchors at Abutment 2 | \$ _____ |
| 9. Install missing bolts at existing wood connections of suspension bridge, trim posts, reinforce posts, provide new 2x4 braces and tighten all existing bolts. Install deck screws at existing wood deck. Guardrail modifications. | \$ _____ |
| 10. Miscellaneous work such as: pedestrian detour signing, temporary construction fencing for work area, Temporary silt fence, permit compliance | INCLUDED |
| 11. All other work shown on the plans, and other work required to complete the work listed in the schedule of values | INCLUDED |

BID BOOK

NONCOLLUSION DECLARATION

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

Executed on _____, 20____, in _____

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

(Signature and Title of Declarant)

(SEAL)

Subscribed and sworn to before me
this _____ day of _____, 20____

Notary Public

Company Name: _____

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: THE RETROFIT OF SWINGING BRIDGE OVER ARROYO GRANDE CREEK PW 2021-06

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or Printed Name)

BID BOOK

Business Address _____

City, State, Zip Code _____

Mailing Address _____

City, State, Zip Code _____

Phone Number _____

Fax Number _____

Email Address _____

DIR Number _____

Date _____

BID BOOK

Qualifications

Failure to furnish complete reference information, as specified in this project's Notice to Bidders, is cause to reject the bid.

Reference Number 1

Customer Name & Contact Individual	
Telephone & Fax Number	
Street Address, City, State, Zip Code	
Is this similar to the project being bid? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

BID BOOK

Reference Number 2

Customer Name & Contact Individual	
Telephone & Fax Number	
Street Address, City, State, Zip Code	
Is this similar to the project being bid? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

BID BOOK

Reference Number 3

Customer Name & Contact Individual	
Telephone & Fax Number	
Street Address, City, State, Zip Code	
Is this similar to the project being bid? Yes <input type="checkbox"/> No <input type="checkbox"/>	Describe the services provided and how this project is similar to that which is being bid: Date project completed:
Was this contract for a public agency? Yes <input type="checkbox"/> No <input type="checkbox"/>	

BID BOOK

ATTACH BIDDER'S BOND TO ACCOMPANY BID

Know all men by these presents:

That we _____, AS PRINCIPAL,
and _____, AS SURETY,
are held and firmly bound unto the City of Arroyo Grande 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 certain bid of the
above bounden _____

to construct _____
(insert name of street and limits to be improved or project)

dated _____ is accepted by the City of Arroyo Grande, and if the

above bounden _____, his heirs, executors, administrators, successors, and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the two bonds described within ten (10) days (not including Saturdays, Sundays, or legal holidays) after the above bounden, _____, has received notice by and from the said City of Arroyo Grande that said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 20____.

BID BOOK

Bidder Principal:

Signature

Date

Printed Name:

Title:

Surety:

By: _____

Bidder's signature is not required to be notarized. Surety's signature must be notarized.
Equivalent form may be substituted

SPECIAL PROVISIONS

ORGANIZATION

Special provisions are under headings that correspond with the main section heading of the Standard Specifications. Each special provision begins with a revision clause that describes or introduces a revision to the Standard Specifications. Any paragraph added or deleted by a revision clause does not change the paragraph number of the Standard Specifications for any other reference to a paragraph of the Standard Specifications.

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to Section 1-1.01 General

The work must be done in compliance with the City of Arroyo Grande, Department of Public Works:

1. THE RETROFIT OF SWINGING BRIDGE OVER ARROYO GRANDE CREEK
PW 2021-06 Special Provisions
2. City of Arroyo Grande Engineering Standards and Standard Specifications – 2016 edition (except references to the 2015 Caltrans Standards are hereby modified to the Caltrans 2018 standards)
3. State of California, Department of Transportation Standard Specifications and Standard Plans – 2018 edition

In case of conflict between documents, governing ranking must comply with section 5-1.02 of these special provisions.

Failure to comply with the provisions of these sections is a material breach of contract:

1. Sections 6 through 8 of the Standard Specifications
2. Section 12 through 15 of the Standard Specifications
3. Section 77-1 of the Standard Specifications
4. Section 81 of the Standard Specifications
5. authorized working hours
6. OSHA compliance

Replace Holiday in Section 1-1.07B Glossary with:

Holiday: Holiday shown in the following table for 2022:

SPECIAL PROVISIONS

2022 Holidays

Holiday	Date Observed
New Year's Day	January 3 rd
Martin Luther King Day	January 17 th
Lincoln's Birthday	February 11 th
President's Day	February 21 st
Memorial Day	May 30 th
Independence Day	July 4 th
Labor Day	September 5 th
Veterans Day	November 11 th
Thanksgiving Day	November 24 th
Day Following Thanksgiving	November 25 th
Day Before Christmas	December 23 rd
Christmas	December 26 th
New Year's Eve	December 30 th

Replace Section 1-1.12 with:

1-1.12 MISCELLANY

Make checks and bonds payable to the City of Arroyo Grande.

2 BIDDING

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	<ul style="list-style-type: none"> • As-builts • The Centennial Park Plans • Geotechnical Report titled "Swinging Bridge Evaluation", dated May 2017 • Supplemental Bridge Foundation Report titled "Retrofit of the Swinging Bridge over Arroyo Grande Creek", dated August 23, 2019 • RWQCB Permit • CDFW OpLaw Letter • Biological Study Area Map • Staging and Access Exhibit

SPECIAL PROVISIONS

4 SCOPE OF WORK

Add to Section 4-1.03 Work Description

The work should be in compliance with the City Standards and the special provision for general, material, construction, and payment specifics. The reference to specific sections does not relieve the Contractor from compliance with State and local statutes, City Standards and the Contract Documents.

5 CONTROL OF WORK

Replace the 2nd paragraph of Section 5-1.02 with:

If a discrepancy exists, the governing ranking of Contract parts in descending order are:

1. Project Plans For The Retrofit Of Swinging Bridge Over Arroyo Grande Creek
2. Special Provisions
3. City Standards
4. State Standard Specifications
5. Supplemental Project Information

Add to the end of Section 5-1.32:

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Add to Section 5-1.36C Nonhighway Facilities

It is your responsibility to contact "Underground Service Alert USA" and have site marked prior to start of excavation or sawcutting. The City of Arroyo Grande is not responsible for any:

1. damages
2. costs
3. delay
4. expenses

resulting from a third party underground facility operator's failure to comply with stipulations as set forth in 4216.7.(c) of California Government Code.

Add to Section 5-1.43A Potential Claims and Dispute Resolution General

Potential claim forms are located on the Caltrans' website:

<http://www.dot.ca.gov/hq/construc/forms.htm>

Effective January 1, 2017, the provisions of Public Contract Code Section 9204 govern claims by the Contractor to the City.

6 CONTROL OF MATERIALS

Add to Section 6-1.05:

For additional specific brand references see the plans.

SPECIAL PROVISIONS

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Delete from 6th paragraph of Section 7-1.03 Public Convenience

Delete "in Arroyo Grande" from the phrase, "Of two individuals in Arroyo Grande,".

Add to Section 7-1.03B Traffic Control Plan

Traffic is not expected to be affected by this work. The City will issue a no-fee Encroachment Permit. Permittee (Contractor) is responsible to comply with all conditions. Complete work using due diligence.

8 PROSECUTION AND PROGRESS

Replace *Reserved* in section 8-1.04C with:

Do not start job site activities until the Department authorizes or accepts your submittal for:

1. CPM baseline schedule
2. SSPC QP certifications

You may enter the job site only to measure controlling field dimensions and locate utilities.

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. Notice of Materials To Be Used form.
2. Written statement from the vendor that the order for cables, hangers and associated fittings have been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

Submit a notice 72 hours before starting job site activities. .

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Replace *Reserved* in section 10-1.03 with:

You may work below the top of creek banks or within Arroyo Creek only from June 1st to October 30th of any year. No construction activities below the top of creek banks or within Arroyo Creek during rain events or predicted rain events.

Provide and maintain temporary construction fencing to surround and protect work area.

Provide and maintain temporary silt fence at locations shown on the Biological Study Area Map in the Information Handout.

SPECIAL PROVISIONS

For staging and access locations refer to Staging and Access Exhibit in the Information handout.

12 TEMPORARY TRAFFIC CONTROL

Add to Section 12-4.01A:

Provide and maintain construction area signs for a pedestrian detour. Place signs as directed by the Engineer.

13 WATER POLLUTION CONTROL

Add to 2nd paragraph in Section 13-1.01A Summary

A minor WPCP plan form may be obtained on the City's website:

<https://www.arroyogrande.org/DocumentCenter/View/3155/Water-Pollution-Control-Plan-for-Minor-Projects-PDF?bidId=>

14 ENVIRONMENTAL STEWARDSHIP

Add to the 1st paragraph in section 14-11.13A:

The existing paint system on the swinging bridge towers, braces and other hardware will be disturbed as part of the work activities. A Site Investigation Report has not been done. Assume all existing paint contains lead.

Replace section 14-11.13B(3) with:

14-11.13B(3) Air Monitoring Reports

Air monitoring reports, including test results for samples taken after corrective action, must be prepared by the CIH and submitted:

1. Orally within 48 hours after sampling
2. As an informational submittal within 5 days after sampling

Air monitoring reports must include:

1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile
2. Name and address of the certified laboratory that performed the analyses
3. Chain of custody documentation
4. List of emission control measures in place when air samples were taken
5. Air sample results compared to the appropriate permissible exposure limit (PEL)
6. Corrective action recommended by the CIH to ensure exposure to airborne metals outside containment systems and work areas is within specified limits
7. Signature of the CIH who reviewed the data and made recommendations

SPECIAL PROVISIONS

Add to the end of the 1st paragraph of section 14-11.13F:

This waste characterization testing must include:

1. Total lead by US EPA Method 6010B
2. Soluble lead by California Waste Extraction Test (CA WET)
3. Soluble lead by Toxicity Characteristic Leaching Procedure (TCLP)

Add to the beginning of section 14-11.13G(2):

After the Engineer accepts the waste characterization test results, dispose of the debris:

1. Within 30 days after accumulating 220 lb of debris
2. At a DTSC-permitted Class I facility located in California

Make all arrangements with the operator of the disposal facility.

If less than 220 lb of hazardous waste is generated in total, dispose of it within 30 days after the start of the accumulation of the debris.

DIVISION VI STRUCTURES

59 STRUCTURAL STEEL COATINGS

Add to section 59-2.01A(1):

Clean and paint new and existing members of the steel towers of the bridge shown in the following table with the coating system specified:

Bridge name	Work description	Coating system
Swinging Bridge	Clean, spot blast clean, and paint at the locations for attaching new steel to the existing bridge towers. Clean, blast clean, and paint existing and new steel members attached to the towers.	Zinc

Replace *Reserved* in section 59-2.01A(3)(b) with:

Submit proof of each required SSPC-QP certification as specified in section 8-1.04C.

Required certifications are:

1. SSPC-QP 1
2. SSPC-QP 2, Category A

SPECIAL PROVISIONS

Instead of submitting proof of SSPC-QP 1 certification, you may submit documentation with your painting quality work plan showing compliance with the requirements in section 3 of SSPC-QP 1. Regardless of the option you select, submit proof of CAS certifications as specified in section 59-2.01A(3)(c).

Instead of submitting proof of SSPC-QP 2, Category A certification, you may submit documentation with your painting quality work plan showing compliance with the requirements in sections 4.2 through 4.4 of SSPC-QP 2, Category A. Regardless of the option you select, submit proof of CAS certifications as specified in section 59-2.01A(3)(c).

SPECIAL PROVISIONS

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APPENDICES

APPENDIX A - FORM OF AGREEMENT

CONTRACT

for the Construction of:
THE RETROFIT OF SWINGING BRIDGE OVER ARROYO GRANDE CREEK

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the **CITY OF ARROYO GRANDE**, a municipal corporation of the State of California, hereinafter designated City, party of the first part, and **<CONTRACTORS NAME>**, hereinafter designated as Contractor, party of the second part,

WITNESSETH: That the parties hereto do mutually agree as follows:

ARTICLE I. Scope of Work. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by City, Contractor agrees with City to furnish all materials, equipment and labor and construct facilities for City, and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and described in the specifications hereto attached, and to furnish at his own proper cost and expense all tools, equipment, labor, and materials necessary therefore, except such materials as in the said specifications are stipulated to be furnished by City, and to do everything required by this Contract and the said specifications and plans, and the requirements of the Engineer under them, to wit:

<INSERT BID SCHEDULE AND SCHEDULE OF VALUES>

ARTICLE II. Compensation and Payment. For furnishing all said equipment, materials and labor, performing demolition as required, and doing all the work contemplated and embraced in this Contract; and for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in the said specifications are expressly stipulated to be borne by City; and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications and in accordance with the requirements of the City Engineer under them, City will pay and Contractor shall receive as full compensation therefore the amounts for such work as installed for the unit prices bid therefore in accordance with the proposal of Contractor.

Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be paid by the City to the Contractor no sooner than thirty-five (35) days after a Notice of Completion has been recorded, unless otherwise stipulated in the Notice of Completion, provided the work has then been completed, the Agreement fully performed, and a final Certificate for Payment has been issued by the City.

APPENDICES

This Agreement is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to Contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

ARTICLE III. Full Performance. City hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein contained.

ARTICLE IV. Contract Documents. Contract Documents shall consist of The Notice to Contractors, the Statement of Prevailing Wages, the Bid Requirements, the Contract Bid, the Bond for Faithful Performance, the Bond for Materials and Laborers, the Contract Agreement, the Standard Specifications & Engineering Standards, the Special Provisions and the Project Plans mentioned therein and titled “**THE RETROFIT OF SWINGING BRIDGE OVER ARROYO GRANDE CREEK, PW 2021-06**” all of which are hereto attached and are hereby incorporated in and made a part of this Contract.

ARTICLE V. Bonds. Contractor shall forthwith furnish in triplicate, a faithful performance bond in an amount equal to 100% of the contract price and a labor and materials bond in an amount equal to 100% of the contract price, both bonds to be written by a surety company acceptable to City and in the form prescribed by law.

ARTICLE VI. Time for Completion. All of Contractor’s work on the Project shall be completed within durations established for the individual activities as set forth in the Project Construction Schedule. All work shall commence ten (10) working days from the start of contract time. Contractor shall refer to the invitations for bids, and Project Plans and Specifications, all of which, as set forth below, are incorporated herein by reference, for contractual obligations regarding individual activity durations. The aggregate sum total work of all individual Prime Contractors to the City comprises the entire “Project” and shall be commenced and completed in conformance with the Project Construction Schedule. The entire Project shall be completed within 165 working days.

ARTICLE VII. Liquidated Damages. Pursuant to Government Code Section 53069.85, if work is not completed within the contract time or in strict accordance with the Project Schedule, it is understood, acknowledged and agreed that the City will suffer damage. It is therefore agreed that the Contractor shall pay to the City the sum of Three thousand and six hundred (\$3,600.00) for each and every calendar day of delay beyond the

APPENDICES

Contract Time, or beyond any completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule, or beyond the time indicated in the Project Schedule for any individual Contract activity.

Contractor expressly understands, acknowledges and agrees that such liquidated damages can and shall be imposed if the Contractor does not meet each and every aspect of any activity schedule, completion schedule, construction schedule or Project milestones established in or pursuant to the Project Schedule. If the City accepts work or makes any payment under this Agreement after a default by reason of delays, the acceptance of such work and/or payment(s) shall in no respect constitute a waiver or modification of any provisions regarding Contract Time, a completion schedule, the Project Schedule or the accrual of liquidated damages. In the event the same is not paid, the Contractor further agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement. This paragraph does not exclude recovery of damages under provisions of the Contract Documents, and is expressly in addition to the City's ability to seek other damages.

Contractor is to refer to the Project Construction Schedule for duration of individual activities. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

ARTICLE VIII. Indemnification. Contractor shall indemnify the City as set forth in Section 7-1.05 of the Standard Specifications and Engineering Standards.

ARTICLE IX. Insurance. Contractor shall provide insurance as set forth in Section 7-1.06 of the Standard Specifications and Engineering Standards. Maintenance of required insurance coverage is a material element of this Contract and failure to maintain or renew coverage or to provide evidence of renewal shall be a material breach of this Contract.

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

ARTICLE XI. Compliance with Statutes and Regulations. Contractor will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

ARTICLE XII. Notice. All notices or other official correspondence relating to contractual matters between the parties hereto shall be made by personal service or by first class mail, postage prepaid, addressed to the parties as follows:

APPENDICES

City: City Clerk
City of Arroyo Grande
300 East Branch Street
Arroyo Grande, California 93420

Contractor: _____

ARTICLE XIII. Severability. If any part of this Contract is held invalid by a court of competent jurisdiction, the balance shall retain its full force and effect.

ARTICLE XIV. Governing Law; Jurisdiction. This Contract will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Contract will be in San Luis Obispo County, California.

ARTICLE XV. Authorization. All officers and individuals executing this and other documents on behalf of the respective parties hereby certify and warrant that they have the capacity and have been duly authorized to execute said documents on behalf of the entities indicated.

ARTICLE XVI. Provisions Required by Law. Each and every provision of law and clause required by law to be inserted in this Contract, including but not limited to the following statutorily required provisions, shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

The following statutorily required provisions hereby apply to this contract:

Record Audit. In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

Retention of Securities. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract, at the request and expense of the Contractor.

Claims. In accordance with the requirements of Public Contract Code Section 9204(e), a copy of Public Contract Code Section 9204 is attached hereto and made a part hereof.

Prevailing Wages and DIR Registration. In accordance with California Labor Code Section 1725.5, Contractors and Subcontractors (as defined by California Labor Code

APPENDICES

Section 1722.1) bidding on or engaging in the performance of any Public Works contracts in California shall be registered with the Department of Industrial Relation.

In accordance with California Labor Code Section 1770 and 1773, the City has determined that prevailing wage rates apply to this project. Copies of the prevailing rates of per diem wages applicable to this Contract are available from the California Division of Labor Statistics and Research at www.dir.ca.gov/dslr/PWP/index.htm or 455 Golden Gate Ave. 9th Floor, San Francisco, CA 94102. Any employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work performed.

Pursuant to California Labor Code Section 1775, the Contractor shall forfeit no more than \$200 per calendar day, or portion of a day, for each worker paid less than the prevailing rates for such work or craft, and the penalty shall be imposed and distributed pursuant to Section 1775.

The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1776 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

The City will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract.

In accordance with the requirements of Labor Code Section 1771.4(a)(1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

In accordance with the provisions of the California Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.17 of the California Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

APPENDICES

IN WITNESS WHEREOF: The parties hereto have caused this Contract to be executed the day and year first above written.

CITY OF ARROYO GRANDE

CONTRACTOR

By: _____
Mayor

By: _____

Title

ATTEST:

Director of Legislative & Information
Services / City Clerk

APPENDICES

Attachment: Public Contract Code Section 9204

9204.

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (a) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (b) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3) (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

APPENDICES

- (B) “Public entity” shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.
 - (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
- (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not

APPENDICES

meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2)
- (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
 - (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
 - (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists

APPENDICES

the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
 - (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
 - (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
 - (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

APPENDICES

- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

-- END OF CONTRACT --

APPENDICES

PAYMENT BOND (FOR LABOR AND MATERIAL)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and

_____ as Surety, are held and firmly bound unto the City of Arroyo Grande, in the sum of _____ Dollars

(\$_____) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas said Principal has been awarded and is about to enter into a written contract with the City of Arroyo Grande for the work described in CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF, "THE RETROFIT OF SWINGING BRIDGE OVER ARROYO GRANDE CREEK, PW 2021-06", which is attached hereto, made a part hereof, and to which reference is hereby made for all particulars, and is required by said City to give this bond in connection with the execution of said contract;

NOW THEREFORE, if said Principal, as Contractor in said contract, or Principal's Subcontractor, fail to pay any of the persons referred to in Section 3181 of the Civil Code of the State of California for labor performed, skills or other necessary services bestowed, site improvement made, equipment leased, or appliances, equipment implements, machinery, materials, power, provender, provisions, teams, or trucks furnished or used in, upon, for, or about the performance of the work contracted to be done, or for amounts due under the employment Insurance Act with respect to work or labor performed by any such claimant, said Surety shall pay for the same. In an amount not exceeding the sum specified above; and if suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond is pursuant to the provisions of Ch 7 Div 3, Pt 4, Tit 15, of the Civil Code of the State of California, and shall insure to the benefit of any of the persons referred to in said Civil Code Section 3181, as it now exists or may hereafter be amended, so as to give a right of action to such persons or their assigns in any suit brought upon this bond. No premature payment by said City to said Principal shall exonerate any Surety unless the City Council of said City shall have actual notice that such payment is premature at the time and it is ordered by said Council, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Principal or Surety hereunder, nor shall any extension of time granted under the provisions of said contract release either the Principal or Surety, and notice of such alterations or extensions of the contract is hereby waived by the surety.

APPENDICES

WITNESS our hands this _____ day of _____, 20_____.

Surety Principal

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (Attach appropriate jurats)

-- END OF PAYMENT BOND --

APPENDICES

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and

_____ as Surety, are held and firmly bound unto the City of Arroyo Grande, in the sum of _____ Dollars

(\$_____) lawful money of the United States, for the payment of which sum, well and truly to be made, has been awarded and is about to enter into a written contract with the City of Arroyo Grande for the work described in the CONTRACT DOCUMENTS FOR THE CONSTRUCTION OF THE "RETROFIT OF SWINGING BRIDGE OVER ARROYO GRANDE CREEK, PW 2021-06" which is attached hereto, made a part hereof, and to which reference is hereby made for all particulars, and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly do and perform all of the covenants and obligations of said contract on Principal's part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect. No premature payment by said City to said Principal shall exonerate any Surety unless the City Council of said City shall have actual notice that such payment is premature at the time it is ordered by said Council, and then only to the extent that such payment shall result in loss to such Surety, but in no event more than the amount of such premature payment.

It is agreed, that any alterations in the work to be done, or increase or decrease of the material to be furnished, which may be made pursuant to the terms of said contract shall not in any way release either the Principal or Surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the principal or surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

WITNESS our hands this _____ day of _____, 20____.

Surety

Principal

ALL SIGNATURES MUST BE WITNESSED BY NOTARY (Attach appropriate jurats)

-- END OF FAITHFUL PERFORMANCE BOND --