



PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS
FOR

**TRUCK HAULING SERVICES FOR
ASPHALT CONCRETE & ASPHALT
CONCRETE GRINDING
THROUGH DECEMBER 2024**

PROJECT NO. – WD23003F

BID OPENS: February 09, 2023, 2 P.M.

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**SPECIAL PROVISIONS FOR
TRUCK HAULING SERVICES FOR ASPHALT
CONCRETE & ASPHALT CONCRETE GRINDING
(THROUGH DECEMBER 2024)
PROJECT NO. WD23003F**

SPECIAL NOTES

1. Official bid documents including plans and specifications are available online at: http://www.stocktongov.com/services/business/bidflash/pw.html?dept=Public_Works

All bids submitted for this project must conform to the requirements of the official bid documents, including specifications and plans.

SECTION 1 SPECIFICATIONS AND PLANS

1-1.01 Specifications

The work described herein shall be done in accordance with the current City of Stockton, Department of Public Works, Standard Specifications and the current Editions of the State of California, Department of Transportation Standard Specifications and Standard Plans and in accordance with the following Special Provisions. To the extent the California Department of Transportation Standard Specifications implement the STATE CONTRACT ACT they shall not be applicable since the City of Stockton is not subject to said ACT.

In case of conflict or discrepancy between any of the Contract Documents, the order of documents listed below shall be the order of precedence, with the first item listed having the highest precedence:

1. Contract Change Order (Modifications or changes last in time are first in precedence)
2. Contract
3. Project Special Provisions
4. Project Plans
5. City Standard Specification
6. City Standard Drawings
7. Revised Caltrans Standard Specifications
8. Caltrans Standard Specifications
9. Revised Caltrans Standard Plans
10. Caltrans Standard Plans
11. Supplemental Project Information

With regards to discrepancies or conflicts between written dimensions given on drawings and the scaled measurements, the written dimensions shall govern.

With regards to discrepancies or conflicts between large-scale drawings and small-scale drawings, the larger scale shall govern.

With regards to discrepancies or conflicts between detailed drawings and referenced standard drawings or plans, the detailed drawings shall govern.

In the event where provisions of codes, safety orders, contract documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive and higher quality shall govern. Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these specifications, the Special Provisions, or the plans, the Contractor shall apply to the Engineer in writing for such further explanations as may be necessary and shall conform to them as part of the contract. All responses from the Engineer shall also be in writing. In the event of any doubt or question arising respecting the true meaning of these specifications, the Special Provisions or the plans, reference shall be made to the Engineer, whose decision thereon shall be final.

1-1.02 Contractor's Responsibility

The Contractor shall examine carefully the site of the work and the plans and specifications therefore. The Contractor shall investigate to their satisfaction as to conditions to be encountered, the character, quality and quantity of surface, subsurface materials or obstacles to be encountered, the work to be performed, materials to be furnished, and as to the requirements of the bid, plans and specifications of the contract.

1-1.03 Terms and Definitions

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

City or Owner -	City of Stockton
CA-MUTCD -	Latest edition of the California Manual on Uniform Traffic Control Devices and any amendments and revisions thereto
Director -	Director of Public Works, City of Stockton
Standard Specifications -	City of Stockton Latest Standard Plans and Specifications And any amendments and revisions thereto.
Caltrans Specifications -	Current and Latest State of California, Department of Transportation, and any amendments or revisions thereto.
Department -	Department of Public Works, City of Stockton
Engineer -	City Engineer, City of Stockton, acting either directly or through properly authorized Engineer, agents and consultants.

See following page

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 General

The bidder's attention is directed to the "Notice to Bidder" for the date, time and location of the Pre-Bid meeting, if applicable. Refer to the City of Stockton's Bid Flash webpage:

<http://www.stockton.gov/services/business/bidflash/default.html>

SECTION 3 AWARD AND EXECUTION OF CONTRACT

3-1.01 Addendum and Bid Inquiries

The addendum and bid inquiries will be posted on the City website. An email notification will be issued to all registered plan-holders. It is the contractor's/sub-contractor's sole responsibility to register as a plan holder. If a firm is not registered as a plan holder, they will not receive the notifications about addendum/bid inquiries/other information related to the project. To register as a plan holder, please send an email to Katrina Cooper at Katrina.Cooper@stocktonca.gov referencing the project name. Bid inquiries will not be accepted within 5 calendar days of bid opening date.

3-1.02 Contract Award

Each prospective bidder shall be required to bid on all items. Failure to bid an item shall be just cause for considering the bid as non-responsive. The City reserves the right to reject all bids. The bidders must be responsible, and their bids must be responsive.

If the City awards the Contract, the basis of the award will be the responsible bidder with the **lowest bid** whose proposal complies with all requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned, along with the contract bonds, so that it is received by the City within ten (10) working days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Attention: Amanpreet Grewal
City of Stockton
Public Works Department
1465 S. Lincoln Street
Stockton, CA 95206

3-1.03 Bid Protest

All parties wishing to file a protest shall comply with the procedures set forth below:

All protests regarding the bidding process or award, or intended award, of any contract must be submitted in writing to the City Attorney on or before 5:00 p.m. of the fifth business day following the opening of all bids, unless a different time period is specified in the Notice Inviting Bids or other bid solicitation documents. All protests must be addressed to:

City Attorney
City of Stockton
425 North El Dorado Street, 2nd Floor
Stockton, CA 95202

The party filing the protest must have submitted a bid for the work. A subcontractor of a bidder may not submit a bid protest.

The protest shall contain a complete statement specifying in detail the grounds of the protest and the facts in support thereof. The protest must be hand delivered or send via mail so that the City Attorney receives it within the time period set forth above. The protest documents must include the following:

- A complete statement of the factual and legal basis for the protest;
- The protest must include the name, address and telephone number of the person representing the protesting party; and
- The protesting party must concurrently transmit a copy of the written protest document and any attached documentation to all other bidders who may have a reasonable prospect of receiving the award depending on the outcome of the protest.

The procedure and time limits set forth herein are mandatory and the bidder's sole and exclusive remedy in the event of a protest. No bidder may bring an action or proceeding challenging the bidding process or any award, or intent to award, any contract unless the above procedures are followed. The failure of a party originating a protest to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a government code claim or legal proceeding. The City reserves the right to modify the bid protest procedures in the Notice Inviting Bids or other bid solicitation documents and to require any protesting party to submit additional or clarifying information or documentation in support of any protest.

3-1.04 Contract Execution

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Caltrans Specifications and these Special Provisions for the requirements and conditions concerning award and execution of the contract. Bid protests are to be delivered to the address noted above.

See following page

SECTION 4 SCOPE OF WORK

4-1.01 Extra Work

The Contractor's attention is directed to Section 4-1.05A, "Changes and Extra Work – General", of the Standard Specifications. When compensation for an item of work is subject to adjustment under the provisions of this Section 4-1.05A, the Contractor shall, upon request, promptly furnish the Engineer with adequate detailed cost data for said items of work.

SECTION 4 CONTROL OF WORK

5-1.01 Permits

The Contractor's attention is directed to Sections 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Caltrans Specifications. The following is not an all-inclusive list of the required permits and/or licenses, if applicable: • City of Stockton Business License: Contractor shall possess prior to the execution of the contract and maintain throughout the duration of the contract, a valid City of Stockton business license. Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

5-1.02 Records

The Contractor's attention is directed to Sections 5-1.27, "Records," of the Caltrans Specifications. The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than 3-years after the date of acceptance of the contract. If the Contractor intends to file claims against the City of Stockton, the Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached. Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed, therefore.

5-1.03 Property Preservation/Existing Facilities

The Contractor's attention is directed to Sections 5-1.36, "Property and Facility Preservation," and Section 15, "Existing Facilities," of the Caltrans Specifications. The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety, and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to, conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases, natural gas in pipelines six (6) inches or greater in diameter, or pipelines operating at pressures greater than 415 KPa (60 psi) (gage); underground electric supply system conductors or cables with potential to ground of more than 300 V, either directly buried or in duct or conduit, which do not have concentric grounded or other effectively grounded metal shields on sheaths. Immediately upon encountering unknown existing facilities, the Contractor shall notify the Engineer in writing of the situation and request coverage of the work as extra work. Failure to do so may result in forfeiture of any rights to receive extra work compensation under Section 8-1.07, "Delays," of the Standard Specifications. Should the Contractor stop work, no compensation will be made for any "down time" prior to written notifications being received by the Engineer or his representative. Delays due to encountering unexpected facilities shall be determined and compensated in accordance with the provisions of Section 8-1.07, "Delays," of the Standard Specifications, and as herein modified. Payment for complying with this Special Provision shall be included in the various items of work, and no additional compensation will be allowed therefore.

5-1.04 Request for Information

The Contractor's attention is directed to Sections 5-1.42, "Requests for Information" of the Caltrans Specifications.

Contractor shall submit a request for information upon recognition of any event or question of fact arising under the contract. The Engineer shall respond to the request for information within 5 working days.

Payment for complying with this Special Provision shall be included in the various items of work, and no additional compensation will be allowed therefore.

5-1.05 Notice of Potential Claim

The Contractor shall not be entitled to the payment of any additional compensation for any cause, or for the happening of any event, thing, or occurrence, including any act or failure to act, by the Engineer, unless s/he has given the Engineer due written notice of potential claim as hereinafter specified, provided, however, that compliance with this section shall not be a prerequisite for matters within the scope of the protest provisions under "Changes" or "Time of Completion" or within the notice provisions in "Liquidated Damages" not to any claim which is based on differences in measurements or errors of computation as to Contract quantities.

The written notice of potential claim shall set forth the items and reasons which the Contractor believes to be eligible for additional compensation, the description of work, the nature of the additional costs and the total amount of the potential claim. If based on an act or failure to act by the Engineer, written notice for potential claim must be given to the Engineer prior to the Contractor commencing work; in all other cases, written notice for potential claims must be given to the Engineer within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this section that potential differences between the parties of this Contract be brought to the attention of the Engineer at the earliest possible time appropriate action may be taken and settlement may be reached. The Contractor hereby agrees that s/he shall have no right to additional compensation for any claim that may be based on any act or failure to act by the Engineer or any event, thing or occurrence for which no written notice of potential claim was filed.

5-1.06 Staging Area

The street right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way for purposes, which are not necessary to perform the required work.

The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other purposes. The Contractor's use of any private property in connection with this project shall be by a written agreement between the property owner and the Contractor. A certified copy of any such agreement shall be furnished to the Engineer prior to the use of such property by the Contractor. No additional compensation will be considered therefor.

The Contract shall pay to the City of Stockton the sum of One Thousand (\$1,000) for every calendar day where occurrences of staging or driving on private property without providing written agreement from the owner took place. Contractor shall also compensate be required to compensate the private property owner

Full compensation for conforming to the provisions in this section shall be considered as included in prices paid for the various contract items of work involved & no additional compensation will be allowed therefore.

SECTION 6 BLANK

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.01 Maintaining Public Convenience and Safety

The Contractor's attention is directed to Section 7-1.04, "Public Safety" of the Standard Specifications and these Special Provisions. Nothing in the specifications voids the Contractor's public safety responsibilities.

The City will provide for the proper routing of vehicles, bicyclists, and pedestrians in a manner that will hold congestion and delay of such traffic to practicable minimum by furnishing, installing, and maintaining all necessary temporary signs, barricades, and other devices and facilities, as approved by the City Traffic Engineer.

The City of Stockton will furnish, install, move, and remove all necessary traffic control devices including, but not limited to, signing, striping, barricades, arrow boards, CMS, and flagging as deemed necessary by the City.

SECTION 8 PROSECUTION AND PROGRESS

8-1.01 Schedule

This contract is for truck hauling services on City roadways on an "as-needed" basis. This contract will provide for approximately 3,500-hours of truck hauling per calendar year; however, the actual number may vary. It is estimated there are approximately 25 jobsites that will require truck hauling services of the Contractor with an estimated total of 40-working days per calendar year. The City will notify the Contractor a minimum of 48-hours prior to starting work at a particular jobsite.

8-1.02 Time of Completion

Attention is directed to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications and these Special Provisions.

The contract for the performance of the work shall include scheduling operations so that truck hauling services commence as early as 6:00 AM and run as late as 10:00 PM. Additionally, the City may also designate work to night shifts, which will require truck hauling operations between 6:00 PM and 10:00 AM.

Full compensation for conforming to the provisions in this section shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed therefore.

8-1.03 Liquidated Damages

Section 8-1.10, "Liquidated Damages," of both the Standard Specifications and Caltrans Specifications is not applicable to this contract.

The City shall deduct penalties in the amounts as described below for failure to comply with the contract provisions:

Failure to provide the minimum number of dump trucks, trailers and drivers, as requested, per Section 10 of the Special Provisions	\$125.00 per truck	per each hour of delay
Failure to provide and/or non-compliance with accepted Traffic Control Plans per Section 5-1.08	\$125.00 per truck	per each hour of delay
Failure to provide adequate Project Site Maintenance 24/7, per Sections 5-1.08, and 5-1.17	\$125.00 per truck	per each hour of delay, starting one hour from the notification

SECTION 9 PAYMENT

9-1.01 General

Attention is directed to Section 9 "Payment" of the Caltrans Specifications, and these Special Provisions. All measurements and payments for this work shall conform to all applicable provisions on Section 7 of these Special Provisions and Section 9 "Payment" of the Caltrans Specifications.

Payment for those items of work required to complete the work as specified herein, but not shown as separate bid items on the bid schedule, shall be deemed as included in the other items of work, and no additional compensation will be allowed therefore.

All materials designated to be removed shall become the property of the Contractor, unless otherwise noted, and shall be disposed in accordance with local, State, and Federal laws and ordinances.

Full compensation for disposal of materials and performing the work in these Special Provisions shall be included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

9-1.02 Payments

Attention is directed to Sections 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Caltrans Specifications, and 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

Full compensation for all labor, equipment, tools, materials, services, travel, mobilization and incidentals in conformity with the Contract Documents will be included in the prices paid for the various contract bid items and no additional compensation will be allowed therefore. No other compensation will be made except for the items listed in the Bid Proposal or otherwise described further below.

Schedule of Measurement and Payment:

1. **Truck Hauling of Asphalt Concrete:** By the hour. All costs connected with furnishing the labor, tools, equipment, incidentals, including fuel, and for doing all work as described in these special provisions.

Note the following:

- A. The Contractor shall be entitled to a minimum of five (5) hours for each day his/her services are required, except for trucks also used in the operation of Asphalt Concrete Grinding as long as five (5) total hours was met during both operations. Stoppages resulting from: inclement weather, grinder breakdowns, asphalt concrete plant breakdowns/emergency shutdowns, City equipment breakdowns or any emergency declared at the discretion of the City of Stockton. Payment under these conditions will be rounded to the nearest 15 minutes for payment purposes.
- B. Trucking time will be rounded to the nearest 15 minutes for payment purposes.
- C. Travel time will be paid at the end of the day; from job site to origination location, not to exceed one-half (1/2) hour.

The following shall not be eligible for payment:

- D. Time that trucker's equipment is being repaired, adjusted, or maintained.
- E. Time that trucker's equipment does not meet the performance specifications.
- F. Travel time at the start of the workday.

2. **Truck Hauling of Asphalt Concrete Grindings:** By the hour. All costs connected with furnishing the labor, tools, equipment, incidentals, including fuel, proper disposal of all grindings, and for doing all work as described in these special provisions.

Note the following:

- A. The Contractor shall be entitled to a minimum of five (5) hours for each day his/her services are required, except for trucks also used in the operation of Asphalt Concrete (see Section 9-1.02.1A) or stoppages resulting from: inclement weather, grinder breakdowns, asphalt concrete plant breakdowns or emergency shutdowns, City equipment breakdowns or any emergency declared at the discretion of the City of Stockton. Payment under these conditions will be rounded to the nearest 15 minutes for payment purposes.
- B. If the contractor cannot find a convenient location to dispose the grindings so that the City's operations are not hindered, the City at its own discretion can find a location to dispose of the grindings at the Contractor's cost of \$25.00 per load, plus any additional charges associated with disposal of said grindings. If the City cannot locate or chooses not to locate a disposal site causing delays in the grinding operation, the trucking company shall pay the cost of the delay including, but not limited to, the cost of the milling contractor, cost for City forces, and cost of truck hauling.
- C. Trucking time will be rounded to the nearest 15 minutes for payment purpose.
- D. Travel time between jobs during working hours.

The following shall not be eligible for payment:

- E. Time that trucking equipment is being repaired, adjusted, or maintained.
- F. Time that trucking equipment does not meet the performance specifications.
- G. Travel time at the start and end of the workday.

9-1.03 Increase or Decrease of Quantities

The City reserves the right to make such alterations, deviations, additions to, or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any item or portion of the work, as may be deemed by the Engineer to be necessary or advisable and to require such extra work as may be determined by the Engineer to be required for the proper completion or construction of the whole work contemplated, without adjustment in the base unit price as bid. Section 9-1.06B and Section 9-1.06C of the Caltrans Specifications shall not apply. Any such changes will be set forth in a contract change order, which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by the Public Works Director, City Manager and/or City Council approval may be necessary depending on the amount of the change order.

9-1.04 Mobilization

Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization," of the Caltrans Standard Specifications and these Special Provisions. Full compensation for any costs required to comply with the provisions in this section shall be considered to be included in the prices paid for various contract items of work and no additional compensation will be allowed therefore.

9-1.05 Quantities

The following estimate of the quantities of work to be done and materials to be furnished are **approximate only**, and are intended as a basis for the comparison of bids. The City does not expressly or by implications agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work without increase or decrease in the unit price bid or to omit portions of the work that may be deemed necessary or expedient by the Engineer.

BID ITEM LIST

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
Calendar Year 2023: Through December 31, 2023					
1.	<u>Truck Hauling of Asphalt Concrete:</u> Trucking time including fuel, to pick up, haul, and deliver asphalt concrete to job site.	Hours	2000		
2.	<u>Truck Hauling of Asphalt Concrete Grindings:</u> Trucking time including fuel, to site, hauling away and disposing of all grindings. (Note: Grindings become property of the contractor)	Hours	1500		
Calendar Year 2024: Through December 31, 2024					
3.	<u>Truck Hauling of Asphalt Concrete:</u> Trucking time including fuel, to pick up, haul, and deliver asphalt concrete to job site.	Hours	2000		
4.	<u>Truck Hauling of Asphalt Concrete Grindings:</u> Trucking time including fuel, to site, hauling away and disposing of all grindings. (Note: Grindings become property of the contractor)	Hours	1500		
TOTAL BID					

Each bidder shall bid each item on the Base Bid Schedule. Failure to bid an item shall be just cause for considering the bid as non-responsive. The City reserves the right to include or delete any Schedule or portion thereof, or to reject all bids.

Official bid documents, including plans and specifications, are available on the City of Stockton website at: <http://www.stocktongov.com/services/business/bidflash/default.html>

All bids submitted for this project must conform to the requirements of the official bid documents, including plans and specifications.

SECTION 10 TRUCKING

10-1.01 Truck Hauling of Asphalt Concrete:

The Contractor shall furnish a minimum of two (2) Mega Dump trucks that have a minimum capacity of 20 tons per truck.

At the City's discretion, a minimum of two (2) Bottom Dump trucks that have a minimum capacity of 20 tons per truck may be allowable. Furthermore, at the City's discretion four (4) Ten-wheel Dump trucks that have a minimum capacity of 10 tons per truck may be allowable.

- A. Trucks with chipper hooks will not be allowed.
- B. Trucks must be equipped with back-up alarms that comply with OSHA and State regulations.
- C. Trucks and trailers must conform to California's rules, regulations and laws.
- D. Trucks will be required to drive in grinder cuts and asphalt concrete windrows as needed during operations.
- E. The City will designate the pickup location of asphalt concrete.
- F. When the temperature is below 70°F, the hot mix asphalt load shall be completely covered with tarpaulin until the load is transferred to the paver hopper or deposited on the roadbed.
- G. In the event of a truck and/or trailer breakdown, contractor will dispatch a replacement truck and/or trailer immediately upon notifications, not to exceed one (1) hour at the job site. Trucks that breakdown will only be paid for number of hours of actual use, no minimum.
- H. The City reserves the right to require a contractor supplied "Road Boss", free of charge, to oversee and coordinate the trucking operation and cannot be one of the truck drivers.
- I. Contractor will be responsible for replacement of asphalt concrete if unable to discharge the load due to mechanical failure of a truck and/or trailer.
- J. Truckers will be responsible for their own traffic violations including overloads and spills.
- K. The City reserves the right to use City ten-wheel dump trucks as needed to supplement the trucks hauling asphalt concrete for the paving operation.

Full compensation for any costs required to comply with the provisions in this section shall be considered to be included in the price paid for the contract item of work and no additional compensation will be allowed therefore.

10-1.02 Truck Hauling of Asphalt Concrete Grindings:

The Contractor shall furnish minimum of two (2) Mega Dump trucks that have a minimum capacity of 20 tons per truck.

At the City's discretion, a minimum of four (4) Dump trucks that have a minimum capacity of 10 tons per truck may be used. The City has the right of truck allocation under sublet contractor.

- A. Trucks must be equipped with back-up alarms that comply with OSHA and State regulations.
- B. Trucks must conform to all California's rules, regulations and laws.
- C. Trucks will be required to drive in grinder cuts as needed during the grinding operation.
- D. In the event of a truck and/or trailer breakdown, contractor will dispatch a replacement truck and/or trailer immediately upon notification, not to exceed one (1) hour at the job site. Trucks that breakdown will only be paid for number of hours of actual use, no minimum.
- E. Truckers will be responsible for their own traffic violations including overloads and spills.
- F. The City reserves the right to require a contractor supplied "Road Boss", free of charge, to oversee and coordinate the trucking operation and cannot be one of the truck drivers.
- G. The City reserves the right to retain grinder trucks after the grinding operation is complete as needed to haul additional asphalt concrete for the paving operation. There is no minimum hour guarantee; trucks will be paid for actual use under both operations.
- H. The City reserves the right to use City ten-wheel dump trucks as needed to keep the grinder in operation.

Full compensation for any costs required to comply with the provisions in this section shall be considered to be included in the price paid for the contract item of work and no additional compensation will be allowed therefore.