

CITY OF SANTA CRUZ  
809 Center Street  
Santa Cruz, California 95060



**JOINT CITY COUNCIL - REDEVELOPMENT AGENCY AGENDA**

Regular Meeting

February 22, 2011

2:00 P.M.                    CLOSED LITIGATION SESSION, COURTYARD CONFERENCE ROOM

3:00 P.M.                    CONSENT, GENERAL BUSINESS AND PUBLIC HEARINGS, COUNCIL CHAMBERS

5:00 P.M.                    ORAL COMMUNICATIONS, COUNCIL CHAMBERS

**Note: There will be no 7:00 p.m. Session**

Council will receive e-mail regarding items on the agenda during the meeting at [citycouncil@cityofsantacruz.com](mailto:citycouncil@cityofsantacruz.com).

**Written correspondence and telephone calls received after 2:00 p.m. on the Monday immediately preceding a Council meeting may not have time to reach Councilmembers, nor be read by them prior to consideration of an item. Please make any communication to Councilmembers regarding Council meeting items prior to 2:00 p.m. Monday.**

Council meetings are cablecast on Comcast Channel 25.

Written material for every item listed in the open sessions is available for review at the Central Branch Library Reference Desk.

Time limits set by Council Policy are guidelines. Unless otherwise specified, procedures for all items, except those approved in one motion on the Consent Agenda, are:

- Oral staff report
- Public comment - 2 minutes each; maximum total time may be established by the Presiding Officer at the beginning of the item
- Council/Agency deliberation and action

**Closed Litigation Session****2:00 PM****Referral to Closed Session**

1. Referral to Closed Session: 57 Municipal Wharf (Made in Santa Cruz), APN 005-401-09. (ED)

Motion to approve a referral to closed session for discussion regarding the desirability of negotiating and executing a new Municipal Wharf lease and providing instructions to the Director of Economic Development regarding same.

- A. Conference with Legal Counsel – Liability Claims (Government Code §54956.95).

1. Claimant: Stanley Dowling  
Claims Against: City of Santa Cruz

- B. Conference with Real Property Negotiator- Real Property Negotiations (Government Code §54956.8).

1. 57 Municipal Wharf Lease Negotiations (Made in Santa Cruz—Lessee; City of Santa Cruz-Lessor)  
City Negotiator—Bonnie Lipscomb  
APN 005-401-09

- C. Conference With Legal Counsel - Existing Litigation (Government Code §54956.9).

1. Allman and Newman v. City of Santa Cruz, et al.  
Santa Cruz Superior Court Case No. CV169904
2. City of Santa Cruz v. Patel, et al.  
Santa Cruz Superior Court Case No. CV161056

- D. Public Employee Performance Evaluation( Government Code §54956.7).

City Council's performance evaluation of City Manager.

An oral report will be presented in the 3:00 p.m. Session (Item 16).

**Joint City Council/Redevelopment Agency Meeting**

**3:00 PM**

Call to Order

Roll Call

Pledge of Allegiance

Presiding Officer's Announcements

Statements of Disqualification

Additions and Deletions

**Consent Agenda**

2. Minutes of the January 18, 2011 Special City Council Meeting. (CC)

Motion to approve as submitted.

3. Minutes of the February 8, 2011 Regular City Council Meeting. (CC)

Motion to approve as submitted.

4. Minutes of the February 8, 2011 Regular Redevelopment Agency Meeting. (CC)

Motion to approve as submitted.

**Consent Agenda (continued)**

5. Code for America 2012 City Fellowship Program – Authorization to Apply. (ED/CM)

Motion to authorize the submittal of an application for the 2012 City Fellowship Program sponsored by Code for America, a nonprofit based in San Francisco, CA for the development of an integrated Business Gateway for the City's website.

6. Supplemental Educational Revenue Augmentation Fund (SERAF). (ED)

Redevelopment Agency motion directing the Executive Director to pay \$771,392 from Agency funds on or before May 10, 2011 to the County Auditor for deposit into the State Supplemental Educational Revenue Augmentation Fund.

7. City's Classification and Compensation Plans and the FY11 Budget Personnel Complement – Public Works Department. (HR)

Resolution amending the Classification and Compensation Plans and the FY11 Budget Personnel Complement by reclassifying one Chemist II position to a new classification of QA/QC Laboratory Chemist; reclassifying one Environmental Compliance Inspector position to a new classification of Senior Environmental Compliance Inspector and adding one Laboratory Technician position.

8. Liability Claims Filed Against City of Santa Cruz. (HR)

Motion to reject liability claim based on staff investigation: a) Stanley Dowling.

9. West Cliff Drive Paving – ARRA Funded Project, Federal Project number ESPL-5025(052). (PW)

Motion to approve plans and specifications for the second phase of paving West Cliff Drive and authorize staff to advertise for bids. The City Manager is hereby authorized and directed to execute the contract as authorized by Resolution No. NS-27,563.



**Consent Agenda (continued)**

10. Water Supply Project – Independent Technical Advisor – Contract Amendment No. 3. (WT)

Motion to authorize the City Manager to execute Contract Amendment No. 3 with Kennedy/Jenks Consultants of San Francisco, CA in an amount not to exceed \$580,000 for Independent Technical Advisor to the scwd2 Seawater Desalination Program.

**End Consent Agenda****General Business**

11. Transportation and Public Works Commission Appointment (One Vacancy, with a Term Expiration of 1/1/15) (CC)

Motion to appoint a Transportation and Public Works Commissioner.

12. Introduction of an Ordinance Amending Section 10.68.110 Pertaining to Bicycle Licenses. (PD)

Introduction of an Ordinance Amending Section 10.68.110 of the Santa Cruz Municipal Code pertaining to bicycle licenses to clarify the requirement that the license shall be affixed to the front of the seat tube of the licensed bicycle's frame.

13. Ordinance Regulating Surf Schools on Beaches. (PK)

Introduction for publication of an ordinance adding Section 13.14 to the Municipal Code pertaining to the regulation of surf schools on beaches.

## Public Hearing

14. Consolidation of Information Technology and Human Resources Departments – Final Actions. (CM/HR)

Final adoption of Ordinance No. 2011-02 abolishing the Information Technology Department, and creating an Administrative Services Department with Information Technology and Human Resources divisions.

Resolution amending the Classification and Compensation Plan and FY 2011 Budget Personnel Complement – Elimination of the Information Technology and Human Resources Departments and creating a new Department of Administrative Services with Information Technology and Human Resources divisions; moving the assignment of the City Clerk function to the City Manager; and rescinding Resolution No. NS-28,326.

## General Business

15. Council Meeting Calendar. (CC)

That the City Council review the meeting calendar attached to the agenda and revise as necessary.

16. City Attorney Oral Report on Closed Session. (See Page 2).

17. Council Membership in City Groups and Outside Agencies.

The Presiding Officer will provide Councilmembers with the opportunity to update Council and the public regarding City Groups and Outside Agencies.

## 5:00 PM

### Joint City Council/Redevelopment Agency Oral Communications - 30 Minutes

**Adjournment** — The Redevelopment Agency will adjourn from the regularly scheduled meeting of February 22, 2011 to the next regularly scheduled meeting March 8, 2011, for a closed litigation session at 1:30 p.m. in the Courtyard Conference Room, followed by an open sessions at the approximate hours of 3:00 p.m. and 7:00 p.m. in Council Chambers.

**Adjournment** — The City Council will adjourn from the regularly scheduled meeting of February 22, 2011 to a Special Closed Session on March 1, 2011 at the hour of 4:00 p.m., followed by a Special City Council Meeting at the hour of 7:00 p.m. in Council Chambers, and then to the next regularly scheduled meeting on March 8, 2011, for a closed litigation session at 1:30 p.m. in the Courtyard Conference Room, followed by open sessions at the approximate hours of 3:00 p.m., 5:00 p.m. and 7:00 p.m. in Council Chambers.

### Advisory Body Appointments

The following positions are vacant. Council will make appointments at a future meeting.

Measure K Oversight Committee	Two (2) vacancies and one (1) reappointment
Planning Commission	One (1) vacancy
Sister Cities Committee	Two (2) vacancies
Transportation and Public Works Commission	One (1) vacancy

### Advisory Body Direct Appointments

The following appointments are being made directly by Councilmembers under the authority of Measure K (Ordinance No. 2006-27) adopted by the City electorate at the November 2006 election, and are listed for reference and information. There will be no Council discussion or action.

Councilmember Bryant appointed Kirsten Attlesey to the Measure K Oversight Committee on February 1, 2011.

**Public Hearing:** If, in the future, you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues which you (or someone else) raised orally at the public hearing or in written correspondence received by the City at or before the hearing.

Any person seeking to challenge a City Council decision made as a result of a proceeding in which, by law, a hearing is required to be given, evidence is required to be taken, and the discretion in the determination of facts is vested in the City Council, shall be required to commence that action either 60 days or 90 days following the date on which the decision becomes final as provided in Code of Civil Procedure Section 1094.6. Please refer to code of Civil Procedure 1094.6 to determine how to calculate when a decision becomes "final." The 60-day rule applies to all public hearings conducted pursuant to the City's Zoning Ordinance, Title 24, Santa Cruz Municipal Code. The 90-day rule applies to all other public hearings.

### **City Council Agenda Legislative History Addendum**

No information was submitted.

City staff is responsible for providing the City Clerk with such documentation and information for the Legislative History Addendum. The information will be on file in the City Clerk's Department.

The Addendum is a listing of information specific to City Council business, but which does not appear on a Council meeting agenda. Such entities would include, but not be limited to:

Court decisions

Coastal Commission Appeals of City Council actions

Closed Session Agreements/Settlements, which are public record

Association of Monterey Bay Area Governments

Local Agency Formation Commission

Closed Session Agreements/Settlements, which are public record

Association of Monterey Bay Area Governments

Local Agency Formation Commission

ADDENDUM TO CITY COUNCIL AGENDA – FEBRUARY 22, 2011  
**INFORMATION ITEMS PREVIOUSLY DISTRIBUTED TO CITY COUNCILMEMBERS**  
(Copies available in the Central Branch Library at the Reference Desk)

City Clerk	Declination of Kris Reyes to Accept Appointment to the Transportation and Public Works Commission 2/7/11 (CC FYI 133)
	Resignation of Judy Warner from the Planning Commission 2/14/11 (CC FYI 134)
City Manager	Monthly Camping Incident and Homeless Shelter Attendance Reports 2/8/11 (CM FYI 154)
Economic Development Department	Lower Pacific Avenue Parking Study RFP 1/27/11 (ED FYI 003)
	1020 Cedar Street – Third Amendment to Atlantis Fantasyworld Lease Agreement 2/2/11 (ED FYI 004)
Human Resources Department	Equal Employment Opportunity Committee Annual Report for Calendar Year 2010 2/15/11 (HR FYI 010)
Parks and Recreation Department	Discontinue our Association with Rick Lopez 2/14/11 (PK FYI 052)
Planning Department	River Walk Apartments – 110 Lindberg Street 2/3/11 (PL FYI 027)
Water Department	Beltz Well #12 Project – Acquisition of Property in Soquel Research Park – APN 030-181-70 2/1/11 (WT FYI 039)

ADDENDUM TO CITY COUNCIL AGENDA – FEBRUARY 22, 2011

**MAYOR'S PROCLAMATIONS**

1. Proclaiming Monday, February 28, 2011 as “Associate Justice Richard J. McAdams Day” and encouraging all citizens to join in expressing heartfelt appreciation for his dedicated service and numerous contributions to the administration of justice and wishing him well in his retirement.
2. Proclaiming February 12, 2011 as “Phenomenal Woman Day” and encouraging all citizens, schools, businesses, churches, and media to use this occasion to honor and celebrate phenomenal woman in the many forms that she shows up every day for the common good
3. Proclaiming Wednesday, February 23, 2011 as “Jackson Browne Day” and encouraging all citizens to join me and Save Our Shores in honoring this environmental advocate as an “SOS Ocean Hero” for his efforts to protect the health of our oceans.



## CITY COUNCIL AGENDA REPORT

DATE: 2/13/2011

AGENDA OF: 2/22/2011

DEPARTMENT: Economic Development

SUBJECT: Referral to Closed Session: 57 Municipal Wharf (Made in Santa Cruz),  
APN 005-401-09. (ED)

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**RECOMMENDATION:** Motion to approve a referral to closed session for discussion regarding the desirability of negotiating and executing a new Municipal Wharf lease and providing instructions to the Director of Economic Development regarding same.

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**BACKGROUND:** The subject property and building thereon are owned by the City of Santa Cruz and leased to Dohna Lee Dunderdale who operates the retail sales business known as Made in Santa Cruz. The present lease expires on March 31, 2011 and Ms. Dunderdale has indicated that she would like a new lease.

**DISCUSSION:** Staff recommends that this matter be referred to closed session for discussion regarding the desirability of negotiating and executing a new lease and providing instructions to the Director of Economic Development regarding same.

**FISCAL IMPACT:** None at this time.

Prepared by:

Norman Daly

Wharf Property Manager

Submitted by:

Bonnie Lipscomb

Director of Economic Development

Approved by:

Martin Bernal

City Manager

**ATTACHMENTS:** None

CITY OF SANTA CRUZ  
809 Center Street  
Santa Cruz, California 95060

**MINUTES OF A SPECIAL CITY COUNCIL MEETING**

JANUARY 18, 2011

**7:00 P.M. SESSION**

Vice Mayor Lane called the meeting to order at 7:05 p.m. in the Council Chambers.

**Roll Call**

Present: Councilmembers Robinson, Beiers, Terrazas, Bryant; Vice Mayor Lane.

Absent: Councilmember Madrigal; Mayor Coonerty.

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Staff: Administrative Assistant II R. Balsley; Interim City Clerk T. Graves.

**Note:** There were no Oral Communications during this meeting. Members of the public had a right to address Council on the items listed on this agenda.

1. Advisory Body Interviews.

Council conducted advisory body interviews.

**Adjournment** — At 8:55 p.m., the Council adjourned to the next regularly scheduled City Council meeting on January 25, 2011, for a closed litigation session at 1:30 p.m. in the Courtyard Conference Room and 3:00 p.m., 5:30 p.m. and 7:00 p.m. open sessions in Council Chambers.

Approved

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Tom Graves  
Interim City Clerk

Approved

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Don Lane  
Vice Mayor



**MINUTES ARE UNOFFICIAL UNTIL APPROVED BY COUNCIL**

CITY OF SANTA CRUZ  
809 Center Street  
Santa Cruz, California 95060

**MINUTES OF A REGULAR JOINT CITY COUNCIL/  
REDEVELOPMENT AGENCY MEETING**

FEBRUARY 8, 2011

**1:00 P.M. SESSION**

**City Council Photographic Session**

**2:30 P.M. SESSION**

Mayor Coonerty opened the Closed Litigation Session at 2:35 p.m. in a public session in the Courtyard Conference Room, for the purpose of announcing the agenda. No members of the public were present.

Council closed the session to the public at 2:36 p.m. All Councilmembers were present. (See page 1402 for a report on closed session.)

**3:00 P.M. SESSION**

Mayor/Chair Coonerty called the meeting to order at 3:02 p.m. in the Council Chambers.

**Roll Call**

Present: Councilmembers/Members Robinson, Beiers, Terrazas, Bryant, Vice Mayor/Vice Chair Lane; Mayor/Chair Coonerty.

Absent: Councilmember/Member Madrigal (arrived at 3:18 p.m.).

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Staff: City Manager M. Bernal, Assistant City Manager T. Shull, City Attorney J. Barisone, Director of Economic Development and Redevelopment B. Lipscomb, Director of Finance J. Dilles, Chief of Fire R. Oliver, Director of Human Resources L. Sullivan, Director of Parks and Recreation D. Shoemaker, Director of Planning and Community Development J. Rebagliati, Chief of Police K. Vogel, Director of Public Works M. Dettle, Director of Water B. Kocher, Interim City Clerk T. Graves, Records Coordinator N. Patiño.

JOINT CITY COUNCIL/  
REDEVELOPMENT AGENCY MEETING  
FEBRUARY 8, 2011  
3:00 P.M. SESSION

**Pledge of Allegiance**

**Presiding Officer's Announcements**

**Statements of Disqualification** – Councilmembers Terrazas and Bryant abstained from acting on Items 1 and 2.

**Additions and Deletions** – None.

**Consent Agenda**

Items 10 and 12a were removed from the Consent Agenda.

Action

Vice Mayor/Vice Chair Lane moved, seconded by Councilmember/Member Robinson, to approve the remaining items of the Consent Agenda. The motion carried unanimously (Councilmember/Member Madrigal absent).

1. Minutes of the November 23, 2010 Regular City Council Meeting. (CC)

Councilmembers Terrazas and Bryant abstained from acting on this item because they were not sworn into office at the time.

Motion carried to approve as submitted.

2. Minutes of the November 23, 2010 Regular Redevelopment Agency Meeting. (CC)

Members Terrazas and Bryant abstained from acting on this item because they were not sworn into office at the time.

Motion carried to approve as submitted.

3. Minutes of the January 25, 2011 Regular City Council Meeting. (CC)

Motion carried to approve as submitted.

4. Minutes of the January 25, 2011 Regular Redevelopment Agency Meeting. (CC)

Motion carried to approve as submitted.

**Consent Agenda (continued)**

5. California Gray Whale – Resolution of Support. (CN)

Resolution No. NS-28,321 was adopted in support of the California Gray Whale and urging continued Federal protection and attention to this threatened species.

6. 2nd Annual Festival del Nopal (Cactus Festival) Event in Santa Cruz – City Co-Sponsorship in Name Only. (CN)

Motion carried to co-sponsor, in name only, the 2nd Annual Festival del Nopal (Cactus) 2011 event to be held on Church Street in Santa Cruz.

7. Project Homeless Connect Event—City Co-Sponsorship in Name Only. (CN)

Motion carried to co-sponsor, in name only, the March 22, 2011 Project Homeless Connect event at the Civic Auditorium without waiving any fees or charges.

8. 150th Birthday Celebration for Samuel Henry (Harry) Cowell – City Co-Sponsorship in Name Only. (CN)

Motion carried to co-sponsor, in name only, the Celebration of the 150th Birthday of Samuel Henry (Harry) Cowell, which is organized by Friends of Cowell Lime Works.

9. Living Wage Rate Annual Prescription for 2011. (FN/CM)

Resolution No. NS-28,322 was adopted upwardly indexing the prescribed minimum living wage rate by 1.2%, the amount which corresponds to San Francisco-Oakland-San Jose Area Consumer Price Index (CPI), for the period ending October 31, 2010 to become effective July 1, 2011.

JOINT CITY COUNCIL/  
 REDEVELOPMENT AGENCY MEETING  
 FEBRUARY 8, 2011  
 3:00 P.M. SESSION

**Consent Agenda (continued)**

10. Tannery Arts Center – Authorization for the Executive Director to Execute a Grant Amendment with the Economic Development Administration of the U.S. Department of Commerce for the Tannery Working Studios/Digital Media Center Project and Other Actions to Facilitate the Rehabilitation of the Kron House. (ED)

Director of Economic Development and Redevelopment B. Lipscomb presented an oral report and responded to Council's questions.

SPEAKING FROM THE FLOOR EXPRESSING SUPPORT AND/OR CONCERNS:

Mike Tomasi  
 An unidentified man

Action

Vice Chair Lane moved, seconded by Member Beiers, to adopt Redevelopment Agency Resolution No. 1515 authorizing the Executive Director to 1) execute a grant amendment with the Economic Development Administration of the U.S. Department of Commerce for the Tannery Working Studios and Digital Media Center Project, 2) advertise the Kron House Rehabilitation project for bid, 3) award a construction contract, in a form approved by the City Attorney, to the lowest qualified bidder, 4) sign the construction contract, 5) award and sign the Kron House construction management contract, in a form approved by the City Attorney, 6) approve Kron House construction contract change orders, so long as they do not exceed the Agency budget for the project, and 7) take other administrative actions as necessary to implement the grant amendment. In addition, the Executive Director will bring the contract award back to the Council for final approval, if time permits. The motion carried unanimously (Member Madrigal absent).

**Consent Agenda (continued)**

11. Comprehensive Annual Financial Report (CAFR) and Clean River, Beaches, and Ocean Special Parcel Tax – Measure E Fund Financial Report for FY 2010. (FN)

Motion carried to authorize the Finance Director to file with the City Clerk the Comprehensive Annual Financial Report and Clean River, Beaches, and Ocean Special Parcel Tax – Measure E Fund Financial Report for FY 2010.

12. Liability Claims Filed Against City of Santa Cruz. (HR)

SPEAKING FORM THE FLOOR EXPRESSING SUPPORT AND/OR CONCERNS:

Mike Tomasi

Action

Vice Mayor Lane moved, seconded by Councilmember Robinson, to continue claim a) Stanley Dowling, to the meeting of February 22, 2011, and to reject liability claim b) Mark Knapp, based on staff investigation. The motion carried unanimously (Councilmember Madrigal absent).

13. City's Classification and Compensation Plans and the FY11 Budget Personnel Complement – Human Resources and Parks and Recreation. (HR)

Resolution No. NS-28,323 was adopted to amend the Classification and Compensation Plans and the FY11 Budget Personnel Complement by authorizing the Human Resources Department to increase the scheduled hours for the Seniors Program Coordinator position in response to receipt of donations from the Senior Computer Center Coordinating Council (SCCCC).

**End of Consent Agenda**

JOINT CITY COUNCIL/  
REDEVELOPMENT AGENCY MEETING  
FEBRUARY 8, 2011  
3:00 P.M. SESSION

**General Business**

Councilmember Madrigal arrived at 3:18 p.m.

14. City Council Ad-Hoc Committee on Technology. (CN)

Action

Councilmember Robinson moved, seconded by Councilmember Terrazas, to adopt Resolution No. NS-28,324 forming the City Council Ad Hoc Committee on Technology, authorizing staff time to assist the Committee, and affirming the designation of Councilmembers Bryant and Terrazas and Mayor Coonerty as the Council's delegates to the Committee; and directing staff to post notices for the purpose of announcing the meetings. The motion carried unanimously.

15. Consolidation of Two City Departments, Elimination of Two Executive Positions and Related Changes to Personnel Classifications. (CM/HR)

City Manager M. Bernal, Director of Human Resources L. Sullivan and Assistant City Manager T. Shull presented oral reports and responded to Council's questions.

SPEAKING FROM THE FLOOR EXPRESSING SUPPORT AND/OR CONCERNS:

Mike Tomasi

Action

Councilmember Beiers moved, seconded by Councilmember Bryant, to introduce Ordinance No. 2011-02 abolishing the Information Technology Department and creating an Administrative Services Department with Information Technology and Human Resources Divisions, and to adopt Resolution No. NS-28,325 assigning the City Clerk function to the City Manager, as permitted by Section 802 of the City Charter, and to adopt Resolution No. NS-28,326 amending the Classification and Compensation Plans to delete the positions of City Clerk, Principal Management Analyst, Assistant Human Resources Director, Risk and Safety Manager, Human Resources Assistant II, and Administrative Assistant III, and to add the classifications and positions of City Clerk Administrator, Administrative Services Director, Assistant to the City Manager, Chief Human Resources Officer, Chief Technology Officer, Principal Human Resources Analyst, Human Resources Technician, and Administrative Assistant II. The motion carried unanimously.

**General Business (continued)**

16. Agency Projects and Infrastructure Improvements – City/Agency Cooperation Agreement. (ED)

Director of Economic Development and Redevelopment B. Lipscomb presented an oral report and responded to Council's questions.

SPEAKING FROM THE FLOOR:

Mike Tomasi  
Reed Searle  
An unidentified man  
Chip  
Jim Rendler

Action

Councilmember/Member Robinson moved, seconded by Vice Mayor/Vice Chair Lane, to adopt City Council Resolution No. NS-28,327 authorizing the City Manager to execute a Cooperation Agreement with the Redevelopment Agency, subject to the review and approval of the City Attorney, and make certain findings related thereto, through which the Agency will fund and implement certain projects, infrastructure improvements and affordable housing (including program delivery costs); and to reinstate the Downtown Alleyway Improvement Program up to a cost of \$175,000; and to adopt Redevelopment Agency Resolution No. 1516 authorizing the Executive Director to execute a Cooperation Agreement with the City, subject to the review and approval of the Agency Attorney, and make certain findings related thereto, through which the Agency will fund and implement certain projects, infrastructure improvements and affordable housing (including program delivery costs); and to reinstate the Downtown Alleyway Improvement Program up to a cost of \$175,000. The motion carried unanimously.

**At 5:03 p.m. discussion on Item 16 was suspended, and the City Council and Redevelopment Agency recessed to the 5:00 p.m. session. At 5:14 p.m. the City Council and Redevelopment Agency reconvened and resumed discussion and action on Items 16-22.**

JOINT CITY COUNCIL/  
REDEVELOPMENT AGENCY MEETING  
FEBRUARY 8, 2011  
3:00 P.M. SESSION

**General Business (continued)**

17. For The Future Housing, Inc., a California Corporation – Loan Agreement. (ED)

Principal Planner C. Berg presented an oral report and responded to Council's questions.

SPEAKING FROM THE FLOOR EXPRESSING SUPPORT AND/OR CONCERNS:

Jim Rendler  
Ed Davidson  
Steve Pleich

Action

Vice Chair Lane moved, seconded by Member Madrigal, to adopt Redevelopment Agency Resolution No. 1517 authorizing the Executive Director to enter into a Loan Agreement, subject to approval by the Agency Attorney, with For The Future Housing, Inc., a California Corporation, in the amount of up to \$2,200,000 for the purposes of acquiring 110 Lindberg Street and constructing a 21-unit affordable housing project and certifying the Environmental Review process under CEQA for the proposed project, and to adopt Redevelopment Agency Resolution No. 1518 transferring funds from the Agency's Housing Fund Balance and amending the FY 2011 budget in the amount of \$2,200,000. The motion carried unanimously.

18. Introduction of an Ordinance Amending Section 10.68.110 Pertaining to Bicycle Licenses. (PD)

Action

Vice Mayor Lane moved, seconded by Mayor Coonerty, to continue this item to the meeting of February 22, 2011, in the 3:00 p.m. session. The motion carried unanimously.

19. City Nomination to County Latino Affairs Commission. (CC)

Action

Councilmember Madrigal moved, seconded by Councilmember Robinson, to nominate Vivian Vargas. The motion carried unanimously.



**General Business (continued)**

20. Council Meeting Calendar.

The City Council reviewed the meeting calendar attached to the agenda.

21. City Attorney Oral Report on Closed Session.

A. Conference with Legal Counsel – Liability Claims (Government Code §54956.95).

1. Claimant: Stanley Dowling
2. Claimant: Mark Knapp (Keenan & Associates)

Claims Against: City of Santa Cruz

2 claims were discussed.

22. Council Memberships in City Groups and Outside Agencies.

Vice Mayor Lane spoke regarding the BASTA group and alerted the Council of a proposal for the City of Santa Cruz to join other jurisdictions to reestablish the Criminal Justice Coordinating Council, with a focus in the first year on youth violence and gang prevention and intervention.

Mayor Coonerty announced that on Friday, February 11, at 10 a.m. he will be at the United Way press conference to announce the 211 Program, and then at 4:00 p.m. there will be a ribbon cutting for the new Cruzio building.

**MINUTES OF A JOINT CITY COUNCIL/  
REDEVELOPMENT AGENCY MEETING**

**5:00 P.M. SESSION**

Mayor/Chair Coonerty called the meeting to order at 5:03 p.m. in the Council Chambers.

**Roll Call**

Present: Councilmembers/Members Robinson, Beiers, Madrigal, Terrazas, Bryant, Vice Mayor/Vice Chair Lane; Mayor/Chair Coonerty.

**Joint City Council/Redevelopment Agency Oral Communications**

Reed Searle spoke regarding the LAFCO letter, and inquired if it was City policy or a legal issue considered in Closed Session.

Mike Tomasi spoke regarding peace and freedom.

**Adjournment** — At 5:56 p.m. the Redevelopment Agency adjourned from the regularly scheduled meeting of February 8, 2011 to the next regularly scheduled meeting on February 22, 2011, for a closed litigation session at 1:30 p.m. in the Courtyard Conference Room, followed by open sessions at the approximate hours of 3:00 p.m., 5:00 p.m. and 7:00 p.m. in Council Chambers.

**Recess** — At 5:56 p.m., the City Council recessed to the 7:00 p.m. session.

CITY OF SANTA CRUZ  
809 Center Street  
Santa Cruz, California 95060

**MINUTES OF A JOINT CITY COUNCIL/  
REDEVELOPMENT AGENCY MEETING**

FEBRUARY 8, 2011

**7:00 P.M. SESSION**

Mayor Coonerty called the meeting to order at 7:03 p.m. in Council Chambers.

**Roll Call**

Present: Councilmembers Robinson, Beiers, Madrigal, Terrazas, Bryant,  
Vice Mayor Lane; Mayor Coonerty.

Absent: None.

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Staff: City Manager M. Bernal, Deputy City Attorney C. Cassman,  
Director of Finance J. Dilles, Library Director T. Landers, Interim  
City Clerk T. Graves.

**Presentation** - First 5 Santa Cruz County/Primeros 5 Santa Cruz County -  
Susan True

**General Business**

23. Library Task Force Final Report on Fiscally Sustainable Service Models.  
(LB)

Library Director T. Landers presented an oral report and responded to  
Council's questions.

JOINT CITY COUNCIL/  
 REDEVELOPMENT AGENCY MEETING  
 FEBRUARY 8, 2011  
 7:00 P.M. SESSION

**General Business (continued)**

23. Library Task Force Final Report on Fiscally Sustainable Service Models.  
(LB) (continued)

SPEAKING FROM THE FLOOR EXPRESSING SUPPORT AND/OR  
 CONCERNS FOR MODEL D:

Leslie Auerbach  
 Brenda McIlroy  
 Nina Simon  
 Sibley Simon  
 Valerie Murphy  
 Dan Landry  
 Jessie Bunker-Maxwell  
 Bobbi Wolner  
 Barbara Snider

SPEAKING FROM THE FLOOR EXPRESSING SUPPORT AND/OR  
 CONCERNS FOR MODEL C:

Steve DeFields Gambrel  
 Laura Triana

SPEAKING FROM THE FLOOR EXPRESSING CONCERNS:

Lonnie Griffith  
 Stephanie Mendoza  
 Kate Bateman  
 Joni Martin  
 Deborah Taylor  
 Jim Allen-Young  
 Pam Downing  
 Jeanne O'Grady  
 Karen Delaney  
 Pete Petoe  
 Mike Rotkin  
 Darby Kramers  
 Sarah Balla  
 Tom Karwin  
 Emily Galli  
 Nancy Gerdt  
 Ellen Pirie  
 Jim Reed

**General Business (continued)**

23. Library Task Force Final Report on Fiscally Sustainable Service Models. (LB) (continued)

Action

Councilmember Terrazas moved, seconded by Councilmember Madrigal, to recommend that the Council's representatives to the Library Board vote in favor of Option D, and to direct that the City Manager and Library Director explore ways to prevent the closures of the Branciforte and Garfield Park branches by exploring partnerships with community groups and by searching for ways to continue to provide neighborhood services. The motion carried by the following vote:

AYES: Councilmembers Robinson, Madrigal, Terrazas,  
Bryant; Vice Mayor Lane; Mayor Coonerty.  
NOES: Councilmember Beiers.  
ABSENT: None.  
DISQUALIFIED: None.

**Adjournment** — At 10:31 p.m. the City Council adjourned from the regularly scheduled meeting of February 8, 2011, to the next regularly scheduled meeting on February 22, 2011, for a closed litigation session at 1:30 p.m. in the Courtyard Conference Room, followed by open sessions at the approximate hours of 3:00 p.m., 5:00 p.m. and 7:00 p.m. in Council Chambers.

Respectfully submitted

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Tom Graves  
Interim City Clerk

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Nydia Patiño  
Records Coordinator

Approved

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Ryan Coonerty  
Mayor

CITY OF SANTA CRUZ  
809 Center Street  
Santa Cruz, California 95060

**MINUTES OF A REGULAR REDEVELOPMENT AGENCY MEETING**

FEBRUARY 8, 2011

**3:00 P.M. SESSION**

Mayor/Chair Coonerty called the meeting to order at 3:02 p.m. in the Council Chambers.

**Roll Call**

Present: Councilmembers/Members Robinson, Beiers, Terrazas, Bryant, Vice Mayor/Vice Chair Lane; Mayor/Chair Coonerty.

Absent: Councilmember/Member Madrigal (arrived at 3:18 p.m.).

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Staff: City Manager M. Bernal, Assistant City Manager T. Shull, City Attorney J. Barisone, Director of Economic Development and Redevelopment B. Lipscomb, Director of Finance J. Dilles, Chief of Fire R. Oliver, Director of Human Resources L. Sullivan, Director of Parks and Recreation D. Shoemaker, Director of Planning and Community Development J. Rebagliati, Chief of Police K. Vogel, Director of Public Works M. Dettle, Director of Water B. Kocher, Interim City Clerk T. Graves, Records Coordinator N. Patiño.

**Pledge of Allegiance**

**Presiding Officer's Announcements**

**Statements of Disqualification** – Councilmembers Terrazas and Bryant abstained from acting on Items 1 and 2.

**Additions and Deletions** – None.

REDEVELOPMENT AGENCY MEETING  
FEBRUARY 8, 2011  
3:00 P.M. SESSION

**Consent Agenda**

Items 10 and 12a were removed from the Consent Agenda.

Action Vice Mayor/Vice Chair Lane moved, seconded by Councilmember/ Member Robinson, to approve the remaining items of the Consent Agenda. The motion carried unanimously (Councilmember/Member Madrigal absent).

1. Minutes of the November 23, 2010 Regular City Council Meeting. (CC)

Councilmembers Terrazas and Bryant abstained from acting on this item because they were not sworn into office at the time.

Motion carried to approve as submitted.

2. Minutes of the November 23, 2010 Regular Redevelopment Agency Meeting. (CC)

Members Terrazas and Bryant abstained from acting on this item because they were not sworn into office at the time.

Motion carried to approve as submitted.

3. Minutes of the January 25, 2011 Regular City Council Meeting. (CC)

Motion carried to approve as submitted.

5. Minutes of the January 25, 2011 Regular Redevelopment Agency Meeting. (CC)

Motion carried to approve as submitted.

6. 2nd Annual Festival del Nopal (Cactus Festival) Event in Santa Cruz – City Co-Sponsorship in Name Only. (CN)

Motion carried to co-sponsor, in name only, the 2nd Annual Festival del Nopal (Cactus) 2011 event to be held on Church Street in Santa Cruz.

REDEVELOPMENT AGENCY MEETING  
FEBRUARY 8, 2011  
3:00 P.M. SESSION

**Consent Agenda (continued)**

7. Project Homeless Connect Event—City Co-Sponsorship in Name Only. (CN)

Motion carried to co-sponsor, in name only, the March 22, 2011 Project Homeless Connect event at the Civic Auditorium without waiving any fees or charges.

8. 150th Birthday Celebration for Samuel Henry (Harry) Cowell – City Co-Sponsorship in Name Only. (CN)

Motion carried to co-sponsor, in name only, the Celebration of the 150th Birthday of Samuel Henry (Harry) Cowell, which is organized by Friends of Cowell Lime Works.

9. Living Wage Rate Annual Prescription for 2011. (FN/CM)

Resolution No. NS-28,322 was adopted upwardly indexing the prescribed minimum living wage rate by 1.2%, the amount which corresponds to San Francisco-Oakland-San Jose Area Consumer Price Index (CPI), for the period ending October 31, 2010 to become effective July 1, 2011.

10. Tannery Arts Center – Authorization for the Executive Director to Execute a Grant Amendment with the Economic Development Administration of the U.S. Department of Commerce for the Tannery Working Studios/Digital Media Center Project and Other Actions to Facilitate the Rehabilitation of the Kron House. (ED)

Director of Economic Development and Redevelopment B. Lipscomb presented an oral report and responded to Council's questions.

SPEAKING FROM THE FLOOR EXPRESSING SUPPORT AND/OR CONCERNS:

Mike Tomasi  
An unidentified man



REDEVELOPMENT AGENCY MEETING  
FEBRUARY 8, 2011  
3:00 P.M. SESSION

**Consent Agenda (continued)**

10. Tannery Arts Center – Authorization for the Executive Director to Execute a Grant Amendment with the Economic Development Administration of the U.S. Department of Commerce for the Tannery Working Studios/Digital Media Center Project and Other Actions to Facilitate the Rehabilitation of the Kron House. (ED)

Action

Vice Chair Lane moved, seconded by Member Beiers, to adopt Redevelopment Agency Resolution No. 1515 authorizing the Executive Director to 1) execute a grant amendment with the Economic Development Administration of the U.S. Department of Commerce for the Tannery Working Studios and Digital Media Center Project, 2) advertise the Kron House Rehabilitation project for bid, 3) award a construction contract, in a form approved by the City Attorney, to the lowest qualified bidder, 4) sign the construction contract, 5) award and sign the Kron House construction management contract, in a form approved by the City Attorney, 6) approve Kron House construction contract change orders, so long as they do not exceed the Agency budget for the project, and 7) take other administrative actions as necessary to implement the grant amendment. In addition, the Executive Director will bring the contract award back to the Council for final approval, if time permits. The motion carried unanimously (Member Madrigal absent).

11. Comprehensive Annual Financial Report (CAFR) and Clean River, Beaches, and Ocean Special Parcel Tax – Measure E Fund Financial Report for FY 2010. (FN)

Motion carried to authorize the Finance Director to file with the City Clerk the Comprehensive Annual Financial Report and Clean River, Beaches, and Ocean Special Parcel Tax – Measure E Fund Financial Report for FY 2010.

REDEVELOPMENT AGENCY MEETING  
FEBRUARY 8, 2011  
3:00 P.M. SESSION

**Consent Agenda (continued)**

12. Liability Claims Filed Against City of Santa Cruz. (HR)

SPEAKING FROM THE FLOOR EXPRESSING SUPPORT AND/OR CONCERNS:

Mike Tomasi

Action

Vice Mayor Lane moved, seconded by Councilmember Robinson, to continue claim a) Stanley Dowling, to the meeting of February 22, 2011, and to reject liability claim b) Mark Knapp, based on staff investigation. The motion carried unanimously (Councilmember Madrigal absent).

13. City's Classification and Compensation Plans and the FY11 Budget Personnel Complement – Human Resources and Parks and Recreation. (HR)

Resolution No. NS-28,323 was adopted to amend the Classification and Compensation Plans and the FY11 Budget Personnel Complement by authorizing the Human Resources Department to increase the scheduled hours for the Seniors Program Coordinator position in response to receipt of donations from the Senior Computer Center Coordinating Council (SCCCC).

**End of Consent Agenda**

REDEVELOPMENT AGENCY MEETING  
FEBRUARY 8, 2011  
3:00 P.M. SESSION

## **General Business**

Councilmember Madrigal arrived at 3:18 p.m.

14. City Council Ad-Hoc Committee on Technology. (CN)

Action Councilmember Robinson moved, seconded by Councilmember Terrazas, to adopt Resolution No. NS-28,324 forming the City Council Ad Hoc Committee on Technology, authorizing staff time to assist the Committee, and affirming the designation of Councilmembers Bryant and Terrazas and Mayor Coonerty as the Council's delegates to the Committee; and directing staff to post notices for the purpose of announcing the meetings. The motion carried unanimously.

15. Consolidation of Two City Departments, Elimination of Two Executive Positions and Related Changes to Personnel Classifications. (CM/HR)

City Manager M. Bernal, Director of Human Resources L. Sullivan and Assistant City Manager T. Shull presented oral reports and responded to Council's questions.

SPEAKING FROM THE FLOOR EXPRESSING SUPPORT AND/OR CONCERNS:

Mike Tomasi

Action Councilmember Beiers moved, seconded by Councilmember Bryant, to introduce Ordinance No. 2011-02 abolishing the Information Technology Department and creating an Administrative Services Department with Information Technology and Human Resources Divisions, and to adopt Resolution No. NS-28,325 assigning the City Clerk function to the City Manager, as permitted by Section 802 of the City Charter, and to adopt Resolution No. NS-28,326 amending the Classification and Compensation Plans to delete the positions of City Clerk, Principal Management Analyst, Assistant Human Resources Director, Risk and Safety Manager, Human Resources Assistant II, and Administrative Assistant III, and to add the classifications and positions of City Clerk Administrator, Administrative Services Director, Assistant to the City Manager, Chief Human Resources Officer, Chief Technology Officer, Principal Human Resources Analyst, Human Resources Technician, and Administrative Assistant II. The motion carried unanimously.

REDEVELOPMENT AGENCY MEETING  
FEBRUARY 8, 2011  
3:00 P.M. SESSION

**General Business (continued)**

16. Agency Projects and Infrastructure Improvements – City/Agency Cooperation Agreement. (ED)

Director of Economic Development and Redevelopment B. Lipscomb presented an oral report and responded to Council's questions.

SPEAKING FROM THE FLOOR:

Mike Tomasi  
Reed Searle  
An unidentified man  
Chip  
Jim Rendler

Action Councilmember/Member Robinson moved, seconded by Vice Mayor/Vice Chair Lane, to adopt City Council Resolution No. NS-28,327 authorizing the City Manager to execute a Cooperation Agreement with the Redevelopment Agency, subject to the review and approval of the City Attorney, and make certain findings related thereto, through which the Agency will fund and implement certain projects, infrastructure improvements and affordable housing (including program delivery costs); and to reinstate the Downtown Alleyway Improvement Program up to a cost of \$175,000; and to adopt Redevelopment Agency Resolution No. 1516 authorizing the Executive Director to execute a Cooperation Agreement with the City, subject to the review and approval of the Agency Attorney, and make certain findings related thereto, through which the Agency will fund and implement certain projects, infrastructure improvements and affordable housing (including program delivery costs); and to reinstate the Downtown Alleyway Improvement Program up to a cost of \$175,000. The motion carried unanimously.

**At 5:03 p.m. discussion on Item 16 was suspended, and the City Council and Redevelopment Agency recessed to the 5:00 p.m. session. At 5:14 p.m. the City Council and Redevelopment Agency reconvened and resumed discussion on Items 16-22.**

REDEVELOPMENT AGENCY MEETING  
FEBRUARY 8, 2011  
3:00 P.M. SESSION

**General Business (continued)**

17. For The Future Housing, Inc., a California Corporation – Loan Agreement. (ED)

Principal Planner C. Berg presented an oral report and responded to Council's questions.

SPEAKING FROM THE FLOOR EXPRESSING SUPPORT AND/OR CONCERNS:

Jim Rendler  
Ed Davidson  
Steve Pleich

Action

Vice Chair Lane moved, seconded by Member Madrigal, to adopt Redevelopment Agency Resolution No. 1517 authorizing the Executive Director to enter into a Loan Agreement, subject to approval by the Agency Attorney, with For The Future Housing, Inc., a California Corporation, in the amount of up to \$2,200,000 for the purposes of acquiring 110 Lindberg Street and constructing a 21-unit affordable housing project and certifying the Environmental Review process under CEQA for the proposed project, and to adopt Redevelopment Agency Resolution No. 1518 transferring funds from the Agency's Housing Fund Balance and amending the FY 2011 budget in the amount of \$2,200,000. The motion carried unanimously.

18. Introduction of an Ordinance Amending Section 10.68.110 Pertaining to Bicycle Licenses. (PD)

Action

Vice Mayor Lane moved, seconded by Mayor Coonerty, to continue this item to the meeting of February 22, 2011, in the 3:00 p.m. session. The motion carried unanimously.

REDEVELOPMENT AGENCY MEETING  
FEBRUARY 8, 2011  
3:00 P.M. SESSION

**General Business (continued)**

Action

19. City Nomination to County Latino Affairs Commission. (CC)

Councilmember Madrigal moved, seconded by Councilmember Robinson, to nominate Vivian Vargas. The motion carried unanimously.

20. Council Meeting Calendar.

The City Council reviewed the meeting calendar attached to the agenda.

21. City Attorney Oral Report on Closed Session.

A. Conference with Legal Counsel – Liability Claims (Government Code §54956.95).

1. Claimant: Stanley Dowling
2. Claimant: Mark Knapp (Keenan & Associates)

Claims Against: City of Santa Cruz

2 claims were discussed.

22. Council Memberships in City Groups and Outside Agencies.

Vice Mayor Lane spoke regarding the BASTA group and alerted the Council of a proposal for the City of Santa Cruz to join other jurisdictions to reestablish the Criminal Justice Coordinating Council, with a focus in the first year on youth violence and gang prevention and intervention.

Mayor Coonerty announced that on Friday, February 11, at 10 a.m. he will be at the United Way press conference to announce the 211 Program, and then at 4:00 p.m. there will be a ribbon cutting for the new Cruzio building.

## REDEVELOPMENT AGENCY MEETING

### 5:00 P.M. SESSION

Mayor/Chair Coonerty called the meeting to order at 5:03 p.m. in the Council Chambers.

#### Roll Call

Present: Councilmembers/Members Robinson, Beiers, Madrigal, Terrazas, Bryant, Vice Mayor/Vice Chair Lane; Mayor/Chair Coonerty.

#### Joint City Council/Redevelopment Agency Oral Communications

Reed Searle spoke regarding the LAFCO letter, and inquired if it was City policy or a legal issue considered in Closed Session.

Mike Tomasi spoke regarding peace and freedom.

**Adjournment** — At 5:56 p.m. the Redevelopment Agency adjourned from the regularly scheduled meeting of February 8, 2011 to the next regularly scheduled meeting on February 22, 2011, for a closed litigation session at 1:30 p.m. in the Courtyard Conference Room, followed by open sessions at the approximate hours of 3:00 p.m., 5:00 p.m. and 7:00 p.m. in Council Chambers.

Approved

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Ryan Coonerty  
Chair

Attest

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Bonnie Lipscomb  
Executive Director



## CITY COUNCIL AGENDA REPORT

DATE: February 10, 2011

AGENDA OF: February 22, 2011

DEPARTMENT: City Manager / Economic Development/Redevelopment

SUBJECT: Code for America 2012 City Fellowship Program – Authorization to Apply. (ED/CM)

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**RECOMMENDATION:** Motion to authorize the submittal of an application for the 2012 City Fellowship Program sponsored by Code for America, a nonprofit based in San Francisco, CA for the development of an integrated Business Gateway for the City's website.

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**BACKGROUND:** Facing unprecedented budgetary challenges, the need to examine new tools to do the business of government has taken on increased prominence within the City. It is hoped that technologies and communications tools can help to increase internal efficiencies as well as improve the consistency and quality of citizen experience with local government.

The City Council recently approved the formation of an external Ad Hoc Committee on Technology (Committee) comprising three Councilmembers and a team of high-level technologists from the community, including employees at Autodesk, Skype and UrbanCode. The Committee has been actively examining resources available to foster the City's stated goals of improving public service and internal efficiency and transparency through the development of new technology tools.

One resource that the Committee is recommending the City to pursue is the Code for America 2012 City Fellowship Program.

Code for America, based in San Francisco, is backed by several prominent foundations, including the Knight Foundation, the Rockefeller Foundation and the Kaphan Foundation. Corporate backers include Union Square Ventures, Twitter and Facebook. Started in 2009, the City Fellowship Program was implemented successfully in four major cities (Philadelphia, Boston, Seattle and Washington DC) during 2010, tackling public engagement, open data, open government and increased service delivery to at-risk youth.

The City of Santa Cruz has been represented on Code for America's City Steering Committee since its inception. This relationship was developed out of the Budget Feedback Site that was honored with an O'Reilly Gov 2.0 award in September 2009.

Code for America's City Fellowship Program is not a cash grant; it provides participating government agencies with access to technology talent and resources at a significant cost savings as compared to third party vendor solutions or internally driven development efforts.



In many ways, the City Fellowship Program follows the model set forth by Teach for America or the Peace Corps. Highly skilled developers to work on projects for one calendar year, spending part of the year in San Francisco and part of the year working with City Staff to tackle a particularly difficult administrative issue through the development of a new web application or technology service delivery model. These developers forgo full remuneration for that year and work, as employees of Code for America for a modest stipend.

The applications that Code for America builds in the City Fellowship Program fit a certain model: 1) They are web applications (i.e. external-facing applications like Facebook or Zillow); 2) They enable cities to connect with their constituents in ways that reduce administrative costs and engage citizens more effectively; 3) They support the move toward transparency and collaboration; 4) and finally, they are shareable – which means that an application built for one city can be used by any other city without incurring a licensing fee.

Applications for the 2012 City Fellowship Program are due to Code for America on March 1, 2011. If selected, the City will be notified by June 1, 2011. The City must negotiate terms and conditions with Code for America by September 15, 2011. Projects for the 2012 City Fellowship Program begin on January 1, 2012.

**DISCUSSION:** The project identified as best suited for Code for America is the development of an integrated business portal on the City’s website.

For many years, the City has tried to implement such a “New Business Gateway,” which would aim to lower the barrier to entrance to create or relocate a business to the City of Santa Cruz. While this effort has seen some success, there are still significant administrative hurdles to overcome while securing permits for a new business.

Most small business owners typically apply for permits from multiple agencies, including, but not limited, to the State Board of Equalization, the Internal Revenue Service, the California Secretary of State, CalGOLD, the County Clerk, the Finance Department and the Department of Planning and Community Development.

Working with City Staff in Santa Cruz and San Francisco, Code for America has indicated that there is an opportunity to use technology to create efficiencies in the small business permitting processes. The promise of this project is that it is focused not only on improving efficiency across Agencies, but also in helping small businesses gain greater visibility and transparency into the permits, entitlements, time and money required to open a new venture. The hope is that Code for America can help cities like Santa Cruz and San Francisco create a solution that creates efficiency, cost-savings, and transparency -- while stimulating the local economy.

**FISCAL IMPACT:** If the application to the Fellowship Program is successful, Staff will return to the City Council for authorization to accept the program and to identify the source of funds to cover the stipend and final costs before entering into a contractual relationship with Code for America. Applying for the Fellowship program incurs no cost to the City.

While primarily funded through foundation grants and corporate support, Code for America requires that cities partnering with the City Fellowship Program partially underwrite a stipend for the team of developers dedicated to a project. This stipend is far below the market rate for

development work in the private sector, in keeping with the service oriented nature of the Code for America program. The cost associated will be determined by the number of cities that are participating in the “New Business Gateway,” project and staff will return to council at a later date to identify a source (and amount) of funds necessary to underwrite a portion of the fellowship costs, which are set at \$50,000 per developer per project.

If the City partners with other municipalities on this project (San Francisco, Petaluma and Santa Clarita have expressed interest) the City’s share of this fee will be pro-rated as will the number of developers and time spent on the City project. At this juncture, the City is highly interested in partnering with another city to lower costs and increase collaboration with other local governments.

Prepared by:	Submitted by:	Approved by:
Peter Koht	Tina Shull	Martin Bernal
Economic Development Coordinator	Assistant City Manager	City Manager

ATTACHMENTS: None.



## REDEVELOPMENT AGENCY AGENDA REPORT

DATE: 2/13/2011

AGENDA OF: 2/22/2011

DEPARTMENT: Economic Development

SUBJECT: Supplemental Educational Revenue Augmentation Fund (SERAF). (ED)

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**RECOMMENDATION:** Redevelopment Agency motion directing the Executive Director to pay \$771,392 from Agency funds on or before May 10, 2011 to the County Auditor for deposit into the State Supplemental Educational Revenue Augmentation Fund.

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**BACKGROUND:** In July 2009 the State of California (State) passed a state budget trailer bill ABX4-26 as part of the 2009/10 state budget package which was signed by Governor Schwarzenegger on July 28, 2009. The legislation shifted a total of \$2.05 billion statewide from redevelopment agencies to the Supplemental Educational Revenue Augmentation Fund (SERAF) for schools and required that the City of Santa Cruz Redevelopment Agency (Agency) make a payment of \$3,746,760 in FY 2010 and an additional payment of \$771,392 in FY 2011.

The California Redevelopment Association (CRA) filed a suit against the State in Sacramento Superior Court challenging the constitutionality of taking of redevelopment funds for non redevelopment purposes. CRA continues to be actively engaged in this litigation in the Third District Court of Appeal in order to invalidate ABX4-26 and block this transfer in local redevelopment funds by the State.

This is the second lawsuit filed by CRA. In April 2009 the Sacramento Superior Court ruled in favor of CRA and invalidated 2008 budget language that would have shifted \$350 million in redevelopment funds to the State. On September 28, 2009, the State dropped its appeal in the first case, making the April decision final and binding. Since the FY 2010 SERAF language in the state budget is different from the previous language that was held unconstitutional, it is uncertain as to the legal outcome of this challenge.

Passage of Proposition 22 last fall seemed to give redevelopment agencies substantial protection from State actions to take or shift local redevelopment funds to the state, but it did not repeal or change ABX4-26. Proposition 22 contains a retroactive provision which only overturns any State actions to take funds from local governments back to October 20, 2009.

**DISCUSSION:** Pending a favorable Court decision on the case filed by CRA, the Agency must make the required SERAF payment. It is mandated that the legislative body of the Redevelopment Agency must report to the County Auditor by March 1, 2011 as to how the Agency intends to remit the required SERAF amount to the County Auditor.

Staff budgeted the SERAF payment obligation from the Merged Project Area and the Eastside Project Area debt service funds in proportion to the tax increment revenues received by each project area. This percentage is approximately 93% for the Merged Project Area and 7% for the Eastside Project Area.

FISCAL IMPACT: In FY 2011 the Agency will make the deposit of \$771,392 to the County for the SERAF payment. \$715,211 of that amount will be paid from the Merged Project Debt Service Fund, and \$56,181 from the Eastside Debt Service Fund.

Submitted by:  
Kathryn Mintz  
Redevelopment Finance Manager

Submitted by:  
Bonnie Lipscomb  
Agency Executive Director

Approved by:  
Martin Bernal  
City Manager

ATTACHMENTS: None



## CITY COUNCIL AGENDA REPORT

DATE: 2/13/2011

AGENDA OF: 2/22/2011

DEPARTMENT: Human Resources

SUBJECT: City's Classification and Compensation Plans and the FY11 Budget  
Personnel Complement – Public Works Department. (HR)

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**RECOMMENDATION:** Resolution amending the Classification and Compensation Plans and the FY11 Budget Personnel Complement by reclassifying one Chemist II position to a new classification of QA/QC Laboratory Chemist; reclassifying one Environmental Compliance Inspector position to a new classification of Senior Environmental Compliance Inspector and adding one Laboratory Technician position.

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**BACKGROUND:** The Human Resources Department (HR) has been working with the Water Department and Public Works Department Wastewater Division on a comprehensive Water/Wastewater organizational development study. The study is designed to satisfy the following objectives:

1. To maintain compliance with industry regulations;
2. To address succession planning needs by creating employee career ladders;
3. To reduce operational risk by maximizing employee development;
4. To improve employees' knowledge base;
5. To improve employee recruitment; and
6. To improve employee retention.

The study has been organized into phases and stages to provide a logical process for the many complex analyses, recommendations, and actions necessary to satisfy the study objectives.

The following discussion and recommendations describe and implement the next phase of the study pertaining to the Wastewater Laboratory/Environmental Compliance section of the Public Works Wastewater Systems division, comprised of two subsections: the Wastewater Laboratory and the Environmental Compliance group.

**Wastewater Laboratory:** Over the last several years, the Laboratory has experienced greater demand on its sampling and analysis capacity. This increased demand has occurred for several reasons, primarily due to the more consultative approach the Lab has undertaken in order to supply better information to Wastewater Plant Operations. For example, in 2005, the Lab created a new test to provide more accurate information to Operations. Providing this information allows Operations to be more responsive to potential problems in the system, which

creates more safeguards to support the plant infrastructure. In addition, the Lab developed a new set of tests to help Operations determine acceptability limits for septic loads brought to the plant for treatment by customers who do not discharge directly into sewer lines. As opposed to rejecting loads, the Lab may do additional analysis to determine what kinds of processing methods may be applied to the sewage to change its acceptability. This analysis allows more opportunities for customers to discharge their loads, which in turn provides better service and protects the infrastructure by accepting only sewage that can be adequately processed by the treatment system. Finally, the Lab has undertaken additional analytic research to support the City's compliance with the Wastewater permit from the Regional Water Quality Control Board.

Environmental Compliance: As the Lab has evolved its focus to become a consultative partner to Operations, the Environmental Compliance section has also evolved to focus more on working with customers to meet the City's environmental compliance standards for wastewater emissions. Because of tighter environmental regulations, there is more pressure on the staff to conduct inspections and educate customers in order to meet these tougher regulations. For the past several years, the Environmental Compliance section has been aware of the need to adopt more stringent controls in inspections. The section receives an annual Pretreatment Compliance Inspection on behalf of the Regional Water Board that has highlighted the need to address some weaknesses in the current program by adopting incremental changes to improve the inspection program. However, under the current structure, the Lab/Environmental Compliance Manager does not have the time to take on these additional duties.

DISCUSSION: The following recommendations focus on reducing operational risk by restructuring each subsection to better handle the required work and to address succession planning by creating employee career ladders. This is done primarily by analyzing the organizational structure of a Section or Division, assessing its areas of risk, and creating classification series in line with work requirements. Recommendations support a "grow-your own" strategy of hiring at the entry-level and developing talented employees upwards through the organization.

Because of the increasing regulatory requirements in the Wastewater industry, the Lab/Environmental Compliance Manager does not have enough time to supervise the day to day operations of both the Laboratory and the Environmental Compliance subsections in a manner that ensures correct processes are being followed. In addition the Laboratory is finding it difficult, and at times not possible, to process the required samples in a timely manner. Therefore, HR recommends the creation of two new classifications to provide lead functions of these subsections and supplement the line staff. HR also recommends the addition of one new Laboratory Technician position to help meet the laboratory workload. This is the only additional position that will be created in this reorganization.

QA/QC Laboratory Chemist: HR recommends reclassifying one vacant Chemist I/II position to a new classification of QA/QC Laboratory Chemist in the Wastewater Laboratory. Because of the increased complexity, range, and number of tests the Laboratory conducts on a regular basis, the Lab has need for tighter quality controls and additional lab support. This position would be responsible for supervising lab staff, coordinating the Laboratory Quality Assurance and Quality Control program and assisting with other higher-level laboratory activities.

This position will be filled through a competitive recruitment process with an internal recruitment as the first step in the process. HR recommends placing this new classification in the Supervisory bargaining unit based on the program lead and coordination responsibilities. HR recommends setting the monthly top step at \$6,595 which is 7 % above the next lower position of Chemist II.

Laboratory Technician: The Wastewater Laboratory has historically not had a Laboratory Technician position and was previously structured to have Chemists perform all levels of work in the Lab. Aggregating the basic, lower level lab duties and assigning that work to a Laboratory Technician frees up the higher level Chemist I/II's to process the more complicated samples in the Laboratory. In anticipation of changes planned in this reorganization, Wastewater Plant managers have under-filled a Chemist I/II position with a Laboratory Technician since January 2009. The Laboratory Technician is assigned to help support the fieldwork of the section as well as conduct basic samples and tests in support of the Laboratory. HR recommends adding one full time Laboratory Technician position to the Wastewater Lab, and moving the incumbent Lab Technician over to that newly created position. The vacated Chemist I/II position will be reclassified as described above.

Senior Environmental Compliance Inspector: HR recommends reclassifying one Environmental Compliance Inspector position to a new, higher level classification of Senior Environmental Compliance Inspector. This position would be responsible for providing lead duties to staff and coordinating the Environmental Compliance program and assisting with higher level duties.

This position will be filled through a competitive recruitment process with an internal recruitment as the first step in the process.

HR recommends placing this new classification in the Supervisory bargaining unit based on the program lead and coordination responsibilities. HR recommends setting the monthly top step at \$6,085, which is 9.5 % (7% plus 2.5% for the required certification) above the next lower position of Environmental Compliance Coordinator.

The two new classification specifications appear as attachments to this report.

The Service and Supervisory Union Representatives have reviewed these recommendations.

FISCAL IMPACT: The fiscal impact to the Wastewater enterprise fund for the FY 2011 budget will be approximately \$29,597.81 for the recommendations discussed in this report. There are sufficient salary savings in the Wastewater Fund to cover the FY2011 cost increase. The annual cost impact in future years is approximately \$93,837.77 and will be included in future Wastewater Fund budgets. There will be no impact on the General Fund.

Prepared by:  
Cathy Bonino  
Principal HR Analyst

Submitted by:  
Lisa Martinez Sullivan  
Director of Human Resources

Approved by:  
Martin Bernal  
City Manager

#### ATTACHMENTS:

Resolution

Job Description - QA/QC Laboratory Chemist

Job Description - Senior Environmental Compliance Inspector

RESOLUTION NO. NS-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ  
 AMENDING THE CLASSIFICATION AND COMPENSATION PLANS AND THE FY11  
 BUDGET PERSONNEL COMPLEMENT – PUBLIC WORKS DEPARTMENT  
 BY DELETING ONE (1.0 FTE) CHEMIST I/II POSITION AND DELETING ONE (1.0 FTE)  
 ENVIRONMENTAL COMPLIANCE INSPECTOR POSITION AND ADDING A NEW  
 CLASSIFICATION AND ONE (1.0 FTE) POSITION OF QA/QC LABORATORY CHEMIST  
 AND A NEW CLASSIFICATION AND ONE (1.0 FTE) POSITION OF SENIOR  
 ENVIRONMENTAL COMPLIANCE INSPECTOR AND ADDING ONE (1.0 FTE)  
 LABORATORY TECHNICIAN POSITION

WHEREAS, staff has recommended certain modifications to the Classification and Compensation Plans.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Cruz, as follows:

That, effective March 5, 2011, the City of Santa Cruz Classification and Compensation Plans be modified to:

	<u>Class No.</u>	<u>Activity</u>	<u>Classification Title</u>	<u>Salary</u>
<u>Add</u>	359-	7208	QA/QC Laboratory Chemist (1.0 FTE)	\$4,465/mo-\$6,595/mo
	360-	7205	Senior Environmental Compliance Inspector (1.0 FTE)	\$4,119/mo-\$6,085/mo
	215-	7208	Laboratory Technician (1.0 FTE)	\$2,673/mo-\$3,949/mo
<u>Delete</u>	121-001	7208	Chemist II (1.0 FTE)	\$4171/mo-\$6164/mo

That, effective March 19, 2011, the City of Santa Cruz Classification and Compensation Plans be modified to:

<u>Delete</u>	143-xxx	7205	Environmental Compliance Inspector (1.0 FTE)	\$3761/mo-\$5557/mo
---------------	---------	------	--	---------------------



RESOLUTION NO. NS-

PASSED AND ADOPTED this 22<sup>nd</sup> day of February, 2011, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Interim City Clerk Administrator



**CITY OF SANTA CRUZ  
SENIOR ENVIRONMENTAL COMPLIANCE INSPECTOR**

<b>Reports to</b>	Laboratory/Environmental Compliance Manager
<b>Supervises</b>	Environmental Compliance Inspectors
<b>Bargaining Unit</b>	Supervisory

**BASIC FUNCTION**

Under direction, coordinates and implements of the Wastewater Pretreatment program and related activities associated with non-point source water, waste minimization and pollution prevention, and residential and commercial education and inspection programs; provides supervision and work direction to Environmental Compliance Inspectors; performs expert inspections on industrial, commercial, and residential discharges to the City's sewage and storm drain system.

**DISTINGUISHING CHARACTERISTICS**

The Senior Environmental Compliance Inspector supervises and provides work direction for assigned staff and assumes the primary enforcement role related to environmental compliance for wastewater and stormwater discharges. An Environmental Compliance Inspector Grade III certification is required within eighteen months of appointment.

This classification is distinguished from the next lower classification of Environmental Compliance Inspector in that the latter classification conducts inspections on discharges in an assigned section of the sewage and storm drain system and performs enforcement action reviews relating to the specifically assigned area of responsibility.

This classification is distinguished from the next higher classification of Laboratory/Environmental Compliance Manager in that the latter classification is responsible for managing the Laboratory and the Environmental Compliance sections and programs.

**TYPICAL DUTIES** *(May include, but are not limited to, those duties listed below.)*

- Drafts and recommends operational modifications to the Enforcement Response Plan (ERP); ensures consistency in enforcement actions and the integrity of the ERP.
- Investigates potential groundwater discharge issues to the Wastewater Treatment Facility (WWTF); prepares associated permit documents for approval of Compliance Manager.
- Provides field expertise in inspection of non-point sources and discharges, sampling of storm and sewer water, and field measurements of sewer and flows.
- Prepares or assists in preparing and submitting special correspondence, reports, and memoranda of environmental water control compliance reports to City management,

City of Santa Cruz  
Senior Environmental Compliance Inspector

federal, state, and/or local regulatory agencies; prepares bi-weekly compliance reports.

- Assists in the preparation and running of compliance meetings; reviews compliance meeting schedules and ensures that deadlines are being met.
- Supervises, directs, trains and evaluates assigned personnel in the safe and efficient performance of their duties.
- Stays abreast of and identifies changes in regulations and recommends new or revised policies and/or procedures to ensure compliance; assists with review and development of Local Discharge Limits and more complex regulatory issues.
- Reviews, develops, recommends for approval, implements, and evaluates new environmental waters sampling and/or field analytical methods and procedures.
- Reviews and develops plans, audits, and time schedules for dischargers to achieve compliance with wastewater and storm water regulations.
- Investigates reports of illegal discharges and/or dumping of toxic substances into sewers and storm drains.
- Responds to emergencies involving environmental compliance violations; assists managers in coordinating actions to remedy the situation.
- Makes oral presentations to groups and individuals; explains goals of pretreatment program to others.
- Assists and coordinates with other city departments the implementation and on-going compliance of the Non-Point Sources Programs.
- Assists in development and monitoring of section budget; prepares cost estimates for budget recommendations.
- May provide depositions, attend settlement hearings, or act as a witness in court appearances.
- May represent the City during periodic State and Federal inspections of the laboratory and pretreatment programs and at meetings with commercial dischargers regarding pretreatment issues.
- May perform any or all duties of the Environmental Compliance inspector classification.
- Performs other related duties as assigned.

**WORKING CONDITIONS**

Position requires prolonged sitting, standing, and walking on unlevel and slippery surfaces; reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movements in the performance of daily duties. The position also requires near, far, and color vision when performing tasks such as collecting and analyzing samples, in reading work-related documents and using a computer. Acute hearing is required when providing phone and in-person service. The ability to lift, carry, and push equipment, tools, and supplies weighing up to 40 pounds is also required. Additionally, when collecting samples and working in the laboratory, the incumbent may be exposed to biohazards and a variety of working conditions, including mechanical and electrical hazards, loud noise, wet, heat, and cold. The use of cleaning and laboratory chemicals may expose the incumbent to fumes, dust, and contaminants. The nature of the work also requires the incumbent to climb ladders and to operate motor-powered boats

City of Santa Cruz  
Senior Environmental Compliance Inspector

and off-road vehicles when collecting samples, to go to remote and isolated areas, drive on rough and unpaved roads in varying weather conditions, to collect samples, and enter customers' homes to collect samples in the investigation of environmental water complaints.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

## **MINIMUM QUALIFICATIONS**

### **Knowledge:**

- Modern principles and practices of chemistry, biology, or geology as applied to wastewater or storm water pollution prevention and Environmental Compliance.
- Database applications used to review data collection, handling, and reporting in order to fulfill regulatory requirements.
- Basic proficiency in Microsoft productivity software used to prepare correspondence, spreadsheets, and reports.
- Non-point source problems and methods of detection and effects of such problems on collection systems and receiving waters.
- Biological treatment processes for storm water and wastewater.
- Procedures, materials, and equipment used in the performance of standard chemical and bacteriological tests.
- Wastewater sampling techniques and flow measurement techniques.
- Proper use of laboratory equipment.
- Methods and procedures to monitor compliance with regulations, codes, and laws.
- Regulatory procedures from the standpoint of a local, regional, state, or national agency.
- Procedures associated with hazardous materials clean-up.

### **Abilities:**

- Comprehend and interpret complex industrial waste pretreatment regulations and communicate such information in a clear, comprehensive manner, both verbally and in writing.
- Establish and maintain effective working relationships with industrial and commercial businesses, city staff and regulatory personnel.
- Understand questions and complaints raised by the public and provide satisfactory responses.
- Work in, with, and around wastewater and hazardous substances.
- Work in the immediate vicinity of laboratory chemicals and reactive agents used to analyze suspected environmental samples.
- Travel to sites within the City to conduct inspections of discharges of suspected hazardous materials; perform work in the field, lift and carry sampling equipment, and perform flow metering studies; wear and use personal protective clothing and equipment.

City of Santa Cruz  
Senior Environmental Compliance Inspector

- Educate industries on matters of wastewater discharges and the dispositions of Environmental Compliance.
- Organize and keep accurate records of events, and make reports of work performed.
- Interpret and explain Department policies and procedures.
- Prepare clear and concise technical and administrative reports.
- Supervise, plan, assign, and review the work of assigned staff.
- Effectively train others in technical procedures, techniques and skills.

**OTHER REQUIREMENTS**

- Willingness to work hours other than the established shift in order to collect samples, inspect commercial and industrial discharges, or respond to emergencies.
- Willingness to enter confined spaces.

**EDUCATION AND EXPERIENCE**

Any combination of education and experience that provides the above knowledge, skills, and abilities combined with any required licenses is qualifying. A typical way to obtain the required qualifications is to possess the equivalent of the following:

- Bachelor's degree in chemistry, biology, microbiology, environmental science, or related field of study, and
- Three years of increasingly responsible experience in an environmental compliance program with a regulatory agency and
- Some experience conducting physical, inorganic, and organic chemical, biochemical, microbiological, and bacteriological tests related to the analysis of water or wastewater and
- Some supervisory or lead experience in an environmental program.
  - Successful completion of City of Santa Cruz's Supervisory Training (2008 or later) program is accepted in lieu of the supervisory experience.

**LICENSES/CERTIFICATES**

- Possession of and ability to maintain a valid California driver's license and a safe driving record.
- Must obtain certification by the California Water Environment Association as an Environmental Compliance Inspector Grade III within eighteen months of date of appointment.

**DESIRABLE QUALIFICATIONS**

- Certification by the California Water Environment Association as an Environmental Compliance Inspector Grade III or above.

Classification No.: 360  
Date of Issue: 1/11  
Supersedes: NEW

City of Santa Cruz  
Senior Environmental Compliance Inspector

**Career Ladder**

- Laboratory/Environmental Compliance Manager
- *Sr. Environmental Compliance Inspector*
- Environmental Compliance Inspector



**CITY OF SANTA CRUZ  
QA/QC LABORATORY CHEMIST**

**Reports to:** Laboratory/Environmental Compliance Manager  
**Supervises:** Chemist I/II and Laboratory Technician  
**Bargaining Unit:** Supervisory

**BASIC FUNCTION:**

Under direction, coordinates and implements the laboratory's Quality Assurance/Quality Control Program; plans, reviews and directs routine sampling and analytical activities of staff of the laboratory; operates modules of the laboratory's information management system (LIMS); provides supervision and work direction to lab staff and performs the more advanced laboratory tasks and analyses; assists with research projects, and, performs related duties as assigned.

**DISTINGUISHING CHARACTERISTICS:**

This classification is distinguished from the next lower classification of Chemist II in that the latter classification performs standardized qualitative and quantitative analyses of wastewater, industrial waste and related materials.

This classification is distinguished from the next higher level classification of Laboratory/Environmental Compliance Manager in that the latter classification is responsible for managing the Laboratory and the Environmental Compliance sections and programs.

**TYPICAL DUTIES** (*may include, but are not limited to, the following*):

- Schedules, coordinates, conducts and interprets results of a variety of physical, inorganic and organic chemical, microbiological and bacteriological analyses of wastewater and related solids and by-products relevant to wastewater in accordance with local, state and federal requirements.
- Determines probable causes, recommends and implements corrective measures for problems which occur during sampling, transporting, storage or laboratory processes; performs complex chemical and mathematical calculations and statistical analyses for test results.
- Runs the laboratory's information management system (LIMS) by tracking instrument performance and personnel performance and proficiency.
- Runs, monitors and updates the Quality Control charts for the laboratory.
- Controls the performance of all work in accordance with standards of the California Department of Health Services Quality Assurance Program requirements to maintain the laboratory's Environmental Laboratory Accreditation Program certification.
- Maintains and supervises the analysis of all samples; orders, maintains and processes proficiency testing samples.
- Participates in the planning and coordination of the chemical sampling program both within the laboratory and with external agencies.

**City of Santa Cruz  
QA/QC Laboratory Chemist**

- Recommends for approval, and automates proficiency standards for regulatory methods and maintains laboratory calibration data and monthly charts.
- Implements and recommends updates to the laboratory safety program in compliance with the City's Chemical Hygiene Plan; ensures strict adherence to safe laboratory work practices and procedures.
- Assists with acquisition, schedules installation, maintenance, calibration, and troubleshooting of lab instruments; resolves malfunctions when possible; monitors maintenance and replacement plans including automated instrumentation monitoring statistics and audits.
- Performs special chemical investigations of trunk lines and wastewater mains; analyzes findings and prepares reports for presentation to management staff.
- Maintains and prepares a variety of laboratory and administrative documents, correspondence, records, and files on research projects, investigations, and testing results.
- Estimates time, materials, and equipment required for jobs assigned; assists with keeping inventory current and ordering supplies.
- Responds to inquiries from representatives of various City sections, government agencies, and the public in a courteous manner; resolves complaints in an efficient and timely manner.
- Assists in the preparation and submission of environmental water control compliance reports to the Federal, State, and local regulatory agencies.
- Assists in development and monitoring of the section budget; prepares cost estimates for budget recommendations.
- May occasionally represent the City during periodic State and Federal inspections of the laboratory and pretreatment programs and at meetings with commercial dischargers regarding pre-treatment issues.
- Operates a variety of sophisticated instruments and technologies including microscopes, gas chromatography/mass spectrometer, ion chromatography(IC), total organic carbon and computer controlled analyzers; develops and optimizes methods for detection limits for analyses.
- Stays current with federal, state and local regulatory requirements and other issues related to physical, inorganic and organic chemical, microbiological and bacteriological analyses.
- Supervises, directs, trains, assigns and reviews work, and evaluates assigned personnel in the safe and efficient performance of their duties.
- May perform any or all duties of the Chemist I/II and Laboratory Technician classes.
- May serve as the division or department representative on committees, as assigned.
- Performs other related duties as assigned.

**ENVIRONMENTAL AND WORKING CONDITIONS:**

Position requires prolonged sitting, standing, and walking on unlevel and slippery surfaces; reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movements in the performance of daily duties. The position also requires near, far and color vision when performing tasks such as collecting and analyzing samples, in reading work related documents and using a computer. Acute hearing is required when providing phone and in-person service. The ability to lift, carry and push equipment, tools, and supplies weighing up to 40 pounds is also required. Additionally, when collecting samples and



working in the laboratory, the incumbent may be exposed to biohazards and a variety of working conditions, including mechanical and electrical hazards, loud noise, wet, heat and cold. The use of cleaning and laboratory chemicals may expose the incumbent to fumes, dust and contaminants. The nature of the work also requires the incumbent to climb ladders and to operate motor-powered boats and off-road vehicles when collecting samples, go to remote and isolated areas, drive on rough and unpaved roads in varying weather conditions, to collect samples, and enter customers' homes to collect samples in the investigation of water quality complaints.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

## **MINIMUM QUALIFICATIONS**

### **Knowledge:**

- Operations, services, and activities of an environmental water control/quality assurance program.
- Chemical, physical and bacteriological characteristics of wastewater influents, and effluents and septage waters.
- Applicable sampling techniques, methods and processes.
- Principles and practices of statistical procedures and mathematical concepts.
- Procedures, standards, equipment, and instrumentation used in the examination, testing, and analysis of environmental water samples.
- Principles of supervision and training.
- Applicable federal, state, and local laws, codes, and regulations.
- Standard operating procedures in a laboratory; safe use of hazardous chemicals and electronic instruments.
- Standard office practices; methods and equipment, including the use of a computer and applicable software.
- Proficiency in Laboratory Information Management System (LIMS).

### **Abilities:**

- Maintain and conduct minor maintenance on various laboratory equipment.
- Perform and interpret complex environmental waters analysis results.
- Observe safety principles and work in a safe manner.
- Recognize unusual or dangerous operating conditions and make sound judgments within established guidelines.
- Make recommendations for adjustments to standard operating procedures to improve effectiveness and comply with regulatory changes as appropriate.
- Interpret and explain Department policies and procedures.
- Prepare clear and concise technical and administrative reports.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**City of Santa Cruz  
QA/QC Laboratory Chemist**

- Supervise, plan, assign, and review the work of assigned staff.
- Effectively train others in technical procedures, techniques and skills.

**EDUCATION AND EXPERIENCE**

Any combination of education and experience that provides the knowledge, skills, and abilities combined with any required licenses is qualifying. A typical way to obtain the required qualifications is to possess the equivalent of the following:

- Bachelors Degree in environmental or life sciences, microbiology, chemistry or a related field; and
- Three years of experience as a professional level chemist which included at least two years of experience conducting physical, inorganic, and organic chemical, biochemical, and bacteriological tests related to the analysis of water or wastewater and
- LIMS proficiency and
- Some supervisory or lead experience in an environmental program.
  - Successful completion of City of Santa Cruz's Supervisory Training (2008 or later) program is accepted in lieu of the supervisory experience.

**LICENSES/CERTIFICATES**

- Possession of and ability to maintain a valid California driver's license and a safe driving record.

**DESIRABLE QUALIFICATIONS**

- Certification by the California Water Environment Association or equivalent organization as a Wastewater Analyst.

Classification No.: 359  
Date of Issue: 1/11  
Supersedes: NEW

**Career Ladder**

- Laboratory/Environmental Compliance Manager
- *QA/QC Laboratory Chemist*
- Chemist II/I
- Laboratory Technician



## CITY COUNCIL AGENDA REPORT

DATE: 2/13/2011

AGENDA OF: 2/22/2011

DEPARTMENT: Human Resources

SUBJECT: Liability Claims Filed Against City of Santa Cruz. (HR)

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RECOMMENDATION: Motion to reject liability claim based on staff investigation:  
a) Stanley Dowling

---

BACKGROUND: I. Claim to be rejected

- a. Claimant: Stanley Dowling  
Date of Occurrence: 06/06/2010  
Date of Claim: 11/15/2010  
Amount of Claim: \$2,000,000.00

Claimant alleges he was hit by City vehicle.  
Represented by legal counsel.

DISCUSSION: None.

FISCAL IMPACT: None.

Prepared by:  
Barbara Choi  
Interim Risk & Safety Manager

Approved by:  
Lisa Martinez Sullivan  
Administrative Services Director

Approved by:  
Martin Bernal  
City Manager

ATTACHMENTS: None.



## CITY COUNCIL AGENDA REPORT

DATE: 2/15/2011

AGENDA OF: 2/22/2011

DEPARTMENT: Public Works

SUBJECT: West Cliff Drive Paving – ARRA Funded Project Federal Project number  
ESPL-5025(052). (PW)

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**RECOMMENDATION:** Motion to approve plans and specifications for the second phase of paving West Cliff Drive and authorize staff to advertise for bids. The City Manager is hereby authorized and directed to execute the contract as authorized by Resolution No. NS-27,563.

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**BACKGROUND:** The City of Santa Cruz has already used approximately \$2.35 million in funds from the American Reinvestment and Recovery Act of 2009 (ARRA) on paving projects. The completed projects include the paving of Morrissey Boulevard; Market Street; Pacific Avenue; 2nd and 3rd Streets; and West Cliff Drive, from Bay Street to Almar Avenue. The Public Works Department has shifted \$300,000 in ARRA funds to complete paving West Cliff Drive. This next phase of the West Cliff Drive project will continue the paving from Almar Avenue to Swanton Boulevard.

**DISCUSSION:** The next phase of the West Cliff Drive project has been designed and environmental clearance has been obtained. Staff has requested and received authorization from Caltrans for construction (including advertisement and bidding) of this project.

**FISCAL IMPACT:** The Public Works Department has moved \$50,000 from the ARRA funded Pacific Avenue project and \$250,000 from the partially ARRA funded Pacific Avenue and Center Street Roundabout project into the project to pave the remainder of West Cliff Drive. The remaining balance is funded from \$98,000 in Regional Surface Transportation Program Exchange (RSTPx) funds and \$37,000 from the City's gas tax funds. The estimated cost to pave this portion of West Cliff is \$435,000. There is no impact to the General Fund.

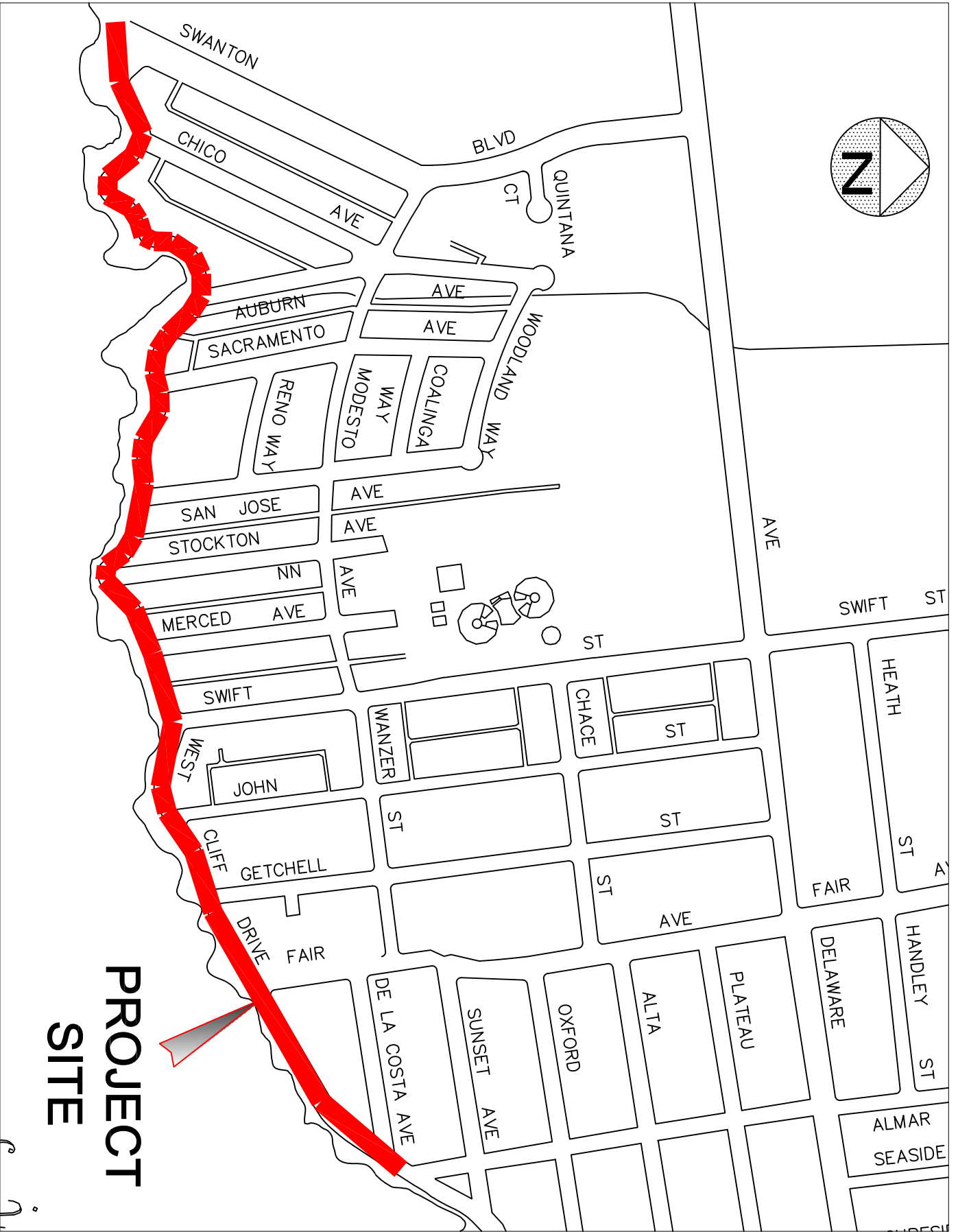
Prepared by:  
Joshua Spangrud  
Associate Civil Engineer

Submitted by:  
Mark R. Dettle  
Director of Public Works

Approved by:  
Martin Bernal  
City Manager

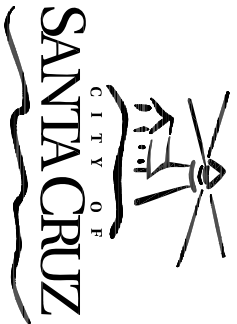
**ATTACHMENTS:**

Map  
Plans  
Specifications



**PROJECT  
SITE**

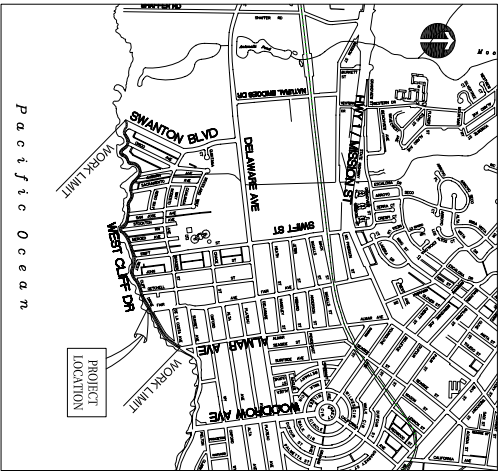
**SPRING 2011 OVERLAY PROJECT - WEST CLIFF DRIVE  
EXHIBIT MAP**



PUBLIC WORKS DEPARTMENT

# SPRING 2011 OVERLAY PROJECT

## WEST CLIFF DRIVE FEDERAL PROJECT NO. ESPL-5025 (052)



VICINITY MAP

N.T.S.

**SHEET INDEX:**

1. TITLE SHEET
2. WEST CLIFF DR. ( BEGIN @ ALMAR AV.)
3. WEST CLIFF DR. (END @ SWANTON BLVD.)
4. DETAILS - 1
5. DETAILS - 2
6. STRIPING - 1
7. STRIPING - 2

**CONSTRUCTION NOTES:**

1. THE CONTRACTOR IS RESPONSIBLE FOR THE INTENT OF THESE PLANS AND SHE SHALL REPORT ANY DISCREPANCIES FOUND IN THEM TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. THE CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF LOCATIONS FOR ALL EXISTING UTILITIES IN THE FIELD.
3. THE CONTRACTOR SHALL POSSESS A CLASS A LICENSE AT THE TIME THIS CONTRACT IS AWARDED. THE CONTRACTOR SHALL HAVE A CITY BUSINESS LICENSE PRIOR TO COMMENCING THE WORK.
4. CITY INSPECTOR SHALL BE NOTIFIED 24 HOURS IN ADVANCE OF ANY CONSTRUCTION

**PHONE NUMBERS:**

\*AREA CODE IS 831 UNLESS OTHERWISE NOTED

POLICE DEPARTMENT..... 420-5800 (ADMINISTRATION)  
 471-1130 (DISPATCH)  
 911 (EMERGENCY)

FIRE DEPARTMENT..... 420-5280 (ADMINISTRATION)  
 471-1170 (DISPATCH)  
 911 (EMERGENCY)

PUBLIC WORKS DEPARTMENT..... 420-5160

WATER DEPARTMENT..... 420-5210

PARKS & REC. DEPARTMENT..... 420-5270

PG&E..... 476-9393

PACIFIC BELL..... 611-CITY

U.S.A..... (800) 227-2600

CABLE TV..... 425-1739

APPROVED BY:

ASSISTANT DIRECTOR, CIVIL ENGINEER  
 CITY OF SANTA CRUZ

R.C.E. NO. 027168



REFERENCES	DATE	SCALE
FIELD BOOK:	2/02/2011	AS SHOWN
#	DRAWN	SHEET 1 OF 7
DRAWING #	DESIGN	VAULT NO. 9074
#	IN/NTL	
	CHECKED	
	JS	



REVISIONS

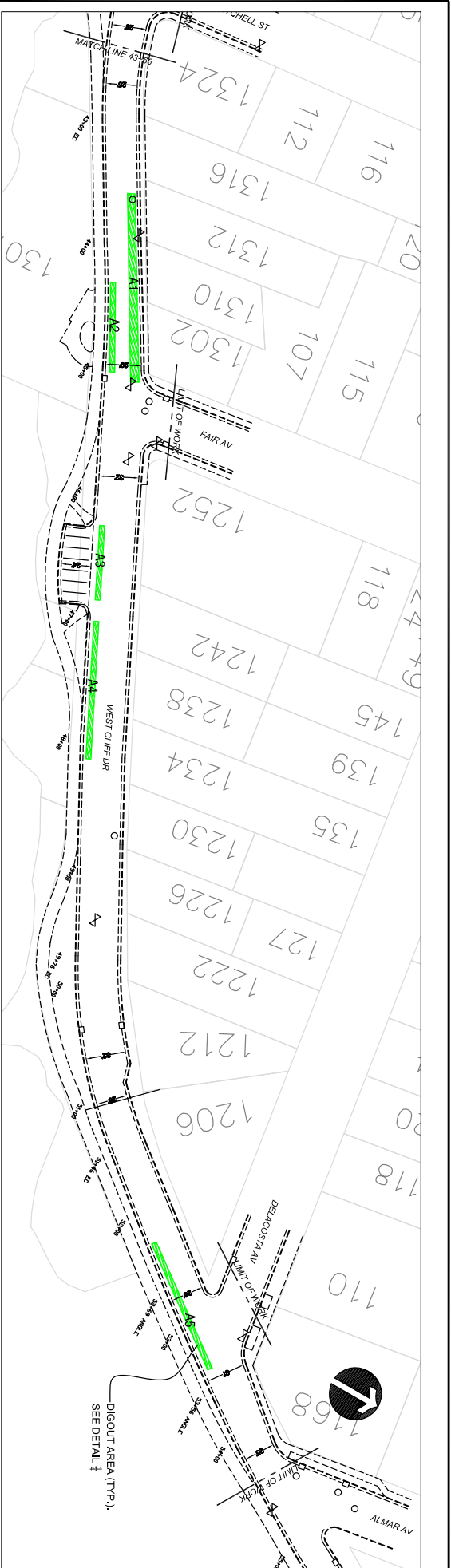
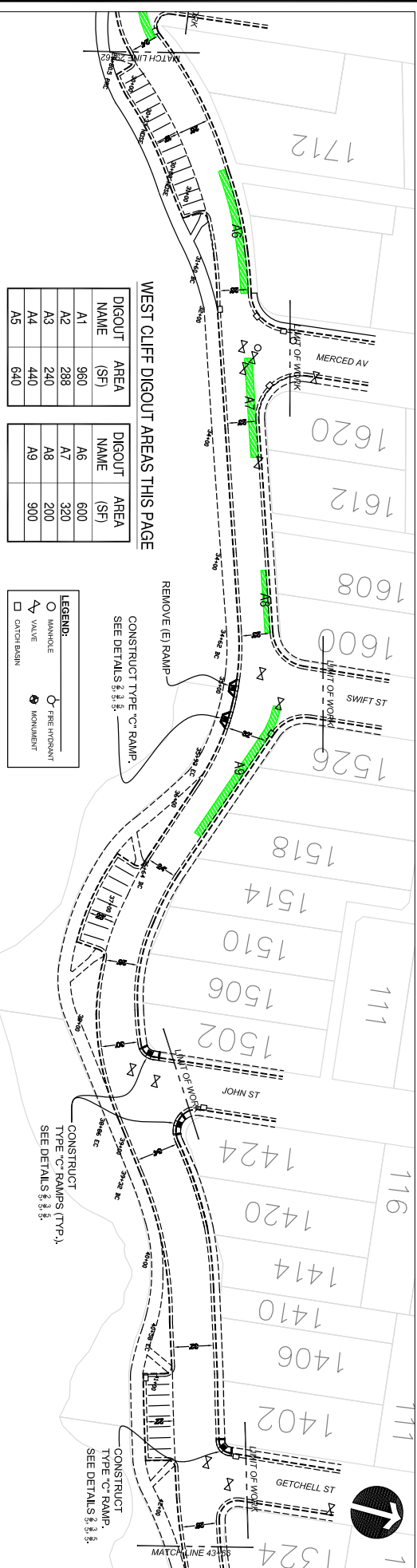


CITY OF  
**SANTA CRUZ**  
PUBLIC WORKS DEPARTMENT  
809 Center Street, Room 301  
Santa Cruz, CA 95060

FALL 2010 OVERLAY PROJECT  
**WEST CLIFF DRIVE**  
DIG OUT PLAN - BEGIN AT ALMAR AV.

REFERENCES		SCALE 1"=80'	
FIELD BOOK:	DATE	10/7/2009	SHEET 2 OF 7
DRAWING #:	DRAWN	NN	VAULT NO.
CHECKED	DESIGN	NN/TL	9074
JS	CHECKED	JS	

TOTAL WEST CLIFF DR OVERLAY AREA = 147,000 SF





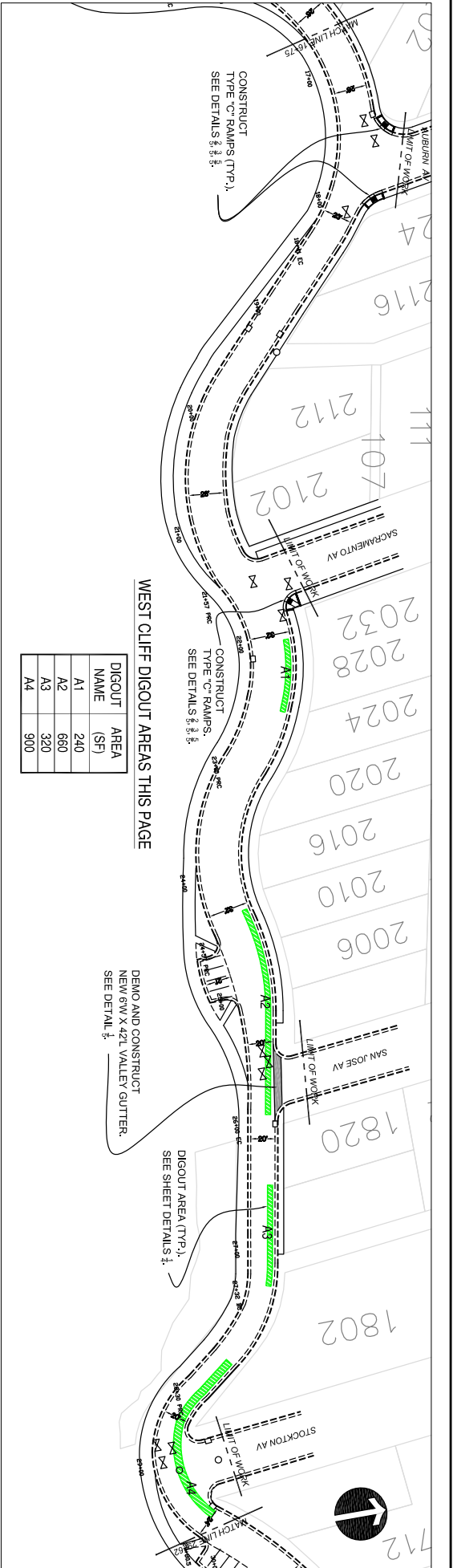
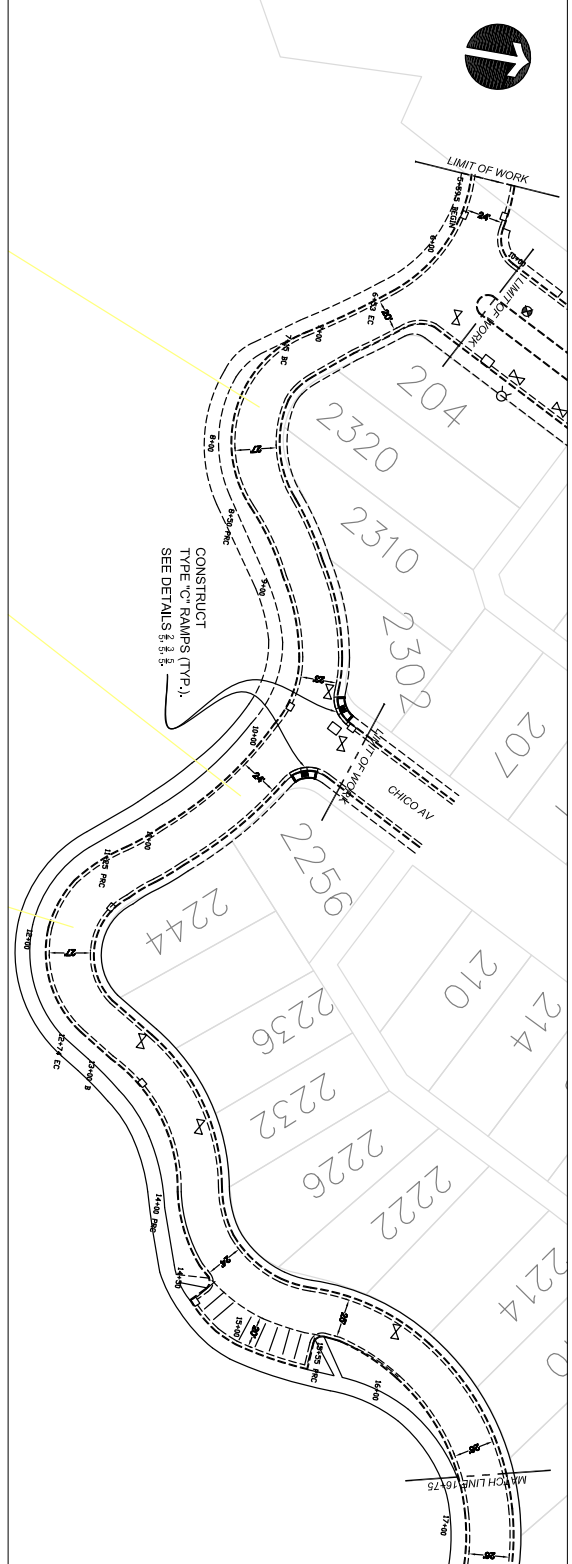
REVISIONS	



CITY OF  
**SANTA CRUZ**  
WORKS DEPARTMENT  
809 Center Street, Room 301  
Santa Cruz, CA 95060

FALL 2010 OVERLAY PROJECT  
**WEST CLIFF DRIVE**  
DIG OUT PLAN - END AT SWANTON BLVD.

REFERENCES		DATE		SCALE	
FIELD BOOK:		10/7/2009		1"=80'	
DRAWING #:					
DRAWN:	NN			SHEET	3 OF 7
DESIGN:	NN/TL			VAULT NO.	9074
CHECKED:	JS				



WEST CLIFF DIGOUT AREAS THIS PAGE

DIGOUT NAME	AREA (SF)
A1	240
A2	660
A3	320
A4	900





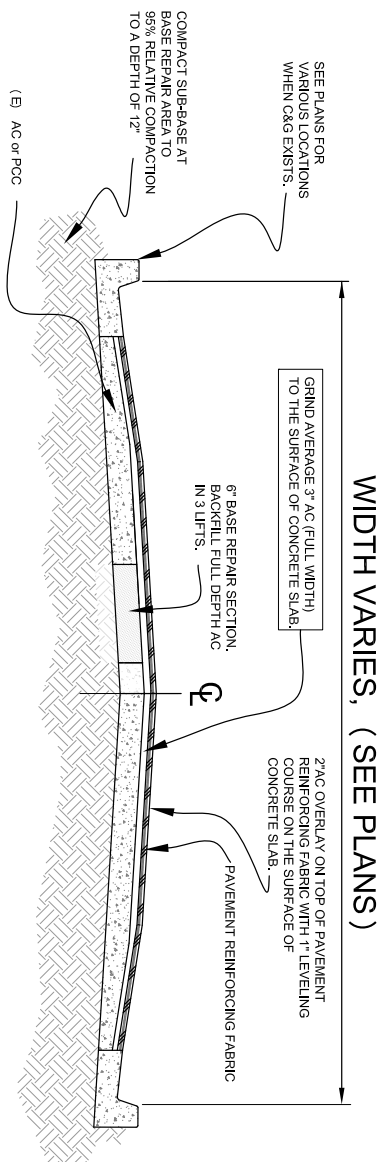
REVISIONS



CITY OF  
**SANTA CRUZ**  
PUBLIC WORKS DEPARTMENT  
809 Cente Street, Room 201  
Santa Cruz, CA 95060

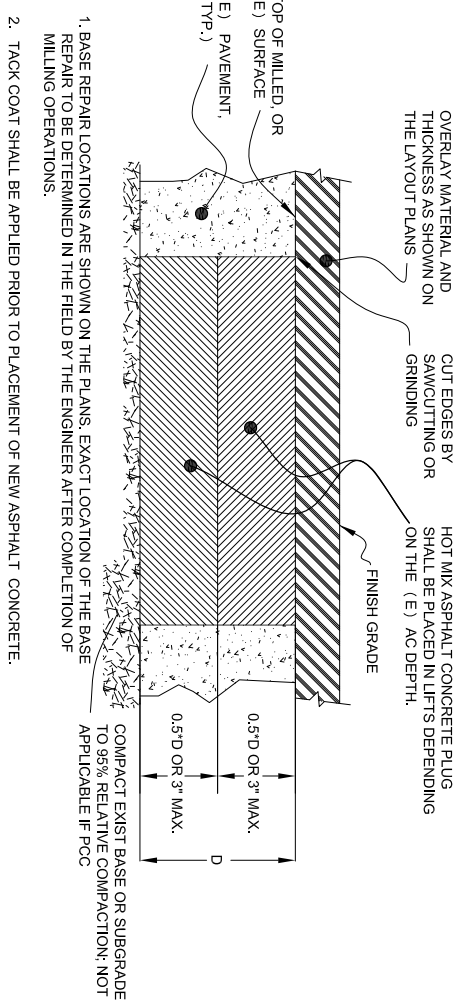
FALL 2010 OVERLAY PROJECT  
WEST CLIFF DRIVE  
DETAILS -1

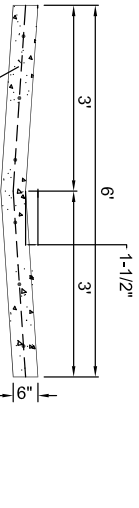
REFERENCES		SCALE	
FIELD BOOK:	DATE	10/7/2009	N.T.S.
DRAWING #:	DRAWN	NN	SHEET 4 OF 7
	DESIGN	NN/TL	VAULT NO.
	CHECKED	JS	9074



**2** TYPICAL CROSS SECTION  
4 N.T.S.

**1** FULL DEPTH BASE REPAIR  
4 N.T.S.

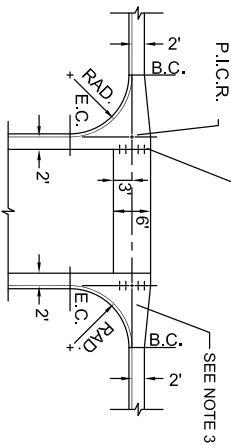




**SECTION**

INSTALL WELDED WIRE FABRIC IN VALLEY GUTTER AND CURB RETURN APRONS

WWF 6" x 6" - W4 x W4



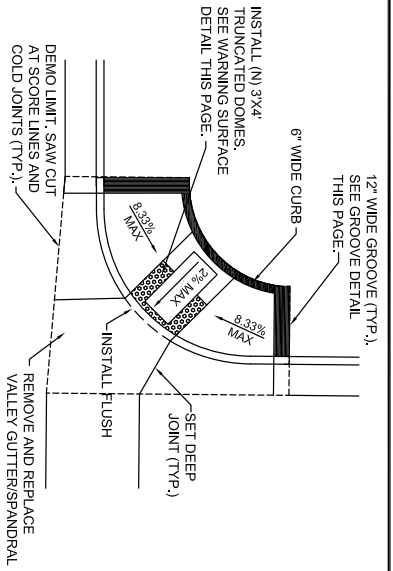
**PLAN**

**NOTES:**

1. FLOW LINE MUST BE CHECKED IN THE PRESENCE OF THE CITY ENGINEER OR THE CITY INSPECTOR.
2. DO NOT PLACE CONCRETE UNTIL FORMS HAVE BEEN INSPECTED AND APPROVED BY THE CITY ENGINEER, OR THE CITY INSPECTOR.
3. SPANDRALS SHALL BE REINFORCED WITH #4 BARS AT 18" O.C. BOTH WAYS OR WELDED WIRE MESH 4"x4" W4XW4, AND SHALL HAVE A MINIMUM OF 2" OF COVER.
4. ALL CONCRETE TO BE SIX SACK, CLASS "A"

**1 VALLEY GUTTER DETAIL**

5 N.T.S.

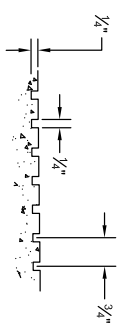


**NOTES:**

1. RAMP, CURB, GUTTER, SIDEWALK AND SPANDRAL/VALLEY GUTTER SHALL BE A MONOLITHIC POUR WHEREVER POSSIBLE.
2. PRESERVE AND PROTECT EXISTING UTILITIES (I.E. - MH, METERS, FIRE HYDRANT, ETC.)
3. ALL CONCRETE SHALL BE SIX SACK, CLASS "A" CONCRETE.
4. THE RAMP SHALL HAVE A ROUGH TRANSVERSE BROOMED TEXTURE.
5. NATIVE SUBBASE SHALL BE COMPACTED TO 95%. IF MATERIAL IS SILT OR CLAY IT SHALL BE "FIRM" ACCORDING TO ASTM. OTHERWISE EXCAVATE TO 12" BELOW FINISH GRADE AND REPLACE WITH CLASS II AGGREGATE BASE AND COMPACT.
6. THE CURB AND GUTTER ADJACENT TO THE RAMP LANDING SHALL BE MODIFIED SO THAT THE CROSS SLOPE OF THE GUTTER DOES NOT EXCEED 5%.
7. ANY NEW PCC CURB, GUTTER, AND SIDEWALK NEXT TO EXISTING PCC, SHALL BE DOWELED INTO EXISTING PCC EVERY 24" ON CENTER, USE 18" LONG #4 DOWELS.
8. SPANDRALS SHALL BE REINFORCED WITH #4 BARS AT 18" O.C. BOTH WAYS OR WELDED WIRE MESH 4"x4" W4XW4, AND SHALL HAVE A MINIMUM OF 2" OF COVER. SEE VALLEY GUTTER DETAIL FOR FURTHER REQUIREMENTS.

**2 RAMP DETAIL**

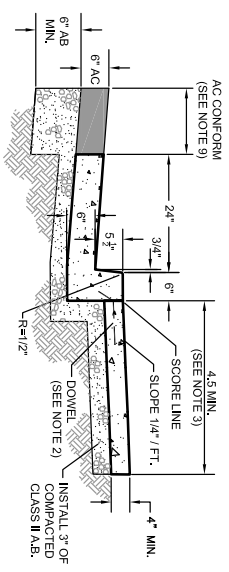
5 N.T.S.



Notes:  
1. The curb ramp shall be outlined with a 1'-0" wide border with 1/4" grooves approximately 3/4" on center.

**3 GROOVE DETAIL**

5 N.T.S.

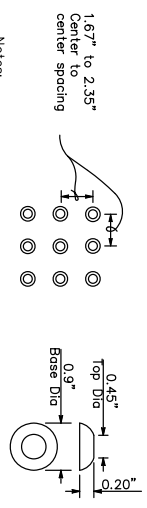


**NOTES:**

1. STANDARD CURB, GUTTER, SIDEWALK AND SPANDREL/VALLEY GUTTER SHALL BE A MONOLITHIC POUR UNLESS CURB AND GUTTER ARE EXISTING.
2. IF CURB, GUTTER, AND/OR SIDEWALK ARE EXISTING, DOWEL SIDEWALK INTO BACK OF CURB AS SHOWN.
3. CITY ENGINEER MAY GRANT PERMISSION TO MODIFY MINIMUM WIDTH TO MEET EXISTING CONDITIONS.
4. IN CASES WHERE SIDEWALK IS SEPARATED FROM CURB BY LANDSCAPING STRIP, SLOPE SIDEWALK AND LANDSCAPING STRIP TOWARD CURB AT 1/4" / FT (2%).
5. ALL CONCRETE TO BE SIX SACK, CLASS "A".
6. SCORE SIDEWALK EVERY 4 FEET. PLACE EXPANSION JOINTS EVERY 60 FEET WITH DEEP JOINTS EVERY 20 FEET.
7. BACK OF CURB SHALL HAVE NO BATTER.
8. COMPACT SUBBASE SOIL TO 95% RELATIVE COMPACTION AT OPTIMUM MOISTURE CONTENT TO A DEPTH OF 8".
9. WIDTH OF AC CONFORM SHALL BE 2' UNLESS OTHERWISE NOTED IN PLANS. AC CONFORM SHALL BE A MINIMUM OF 6" THICK ON TOP OF 6" THICK CLASS II AB.

**4 SIDEWALK, CURB, AND GUTTER DETAIL**

5 N.T.S.



Notes:  
1. Curb ramps shall have a detectable warning surface that extends the full width (4' MIN.) and 3'-0" depth of the ramp. Detectable Warning Surfaces shall conform to the details on this plan and the requirements in the Specifications.

**5 WARNING SURFACE DETAIL**

5 N.T.S.



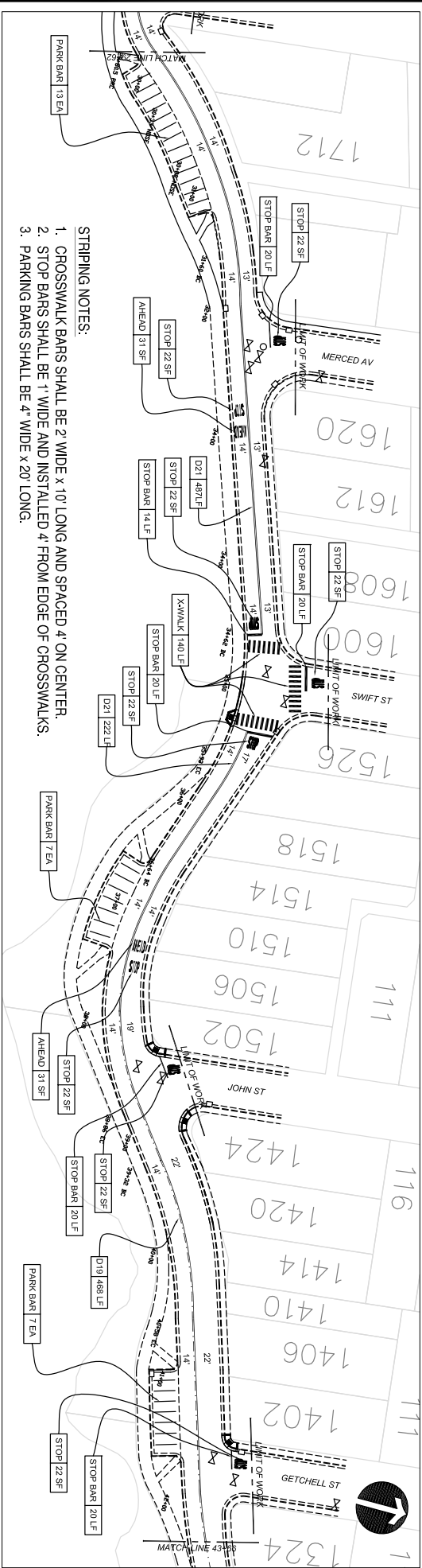
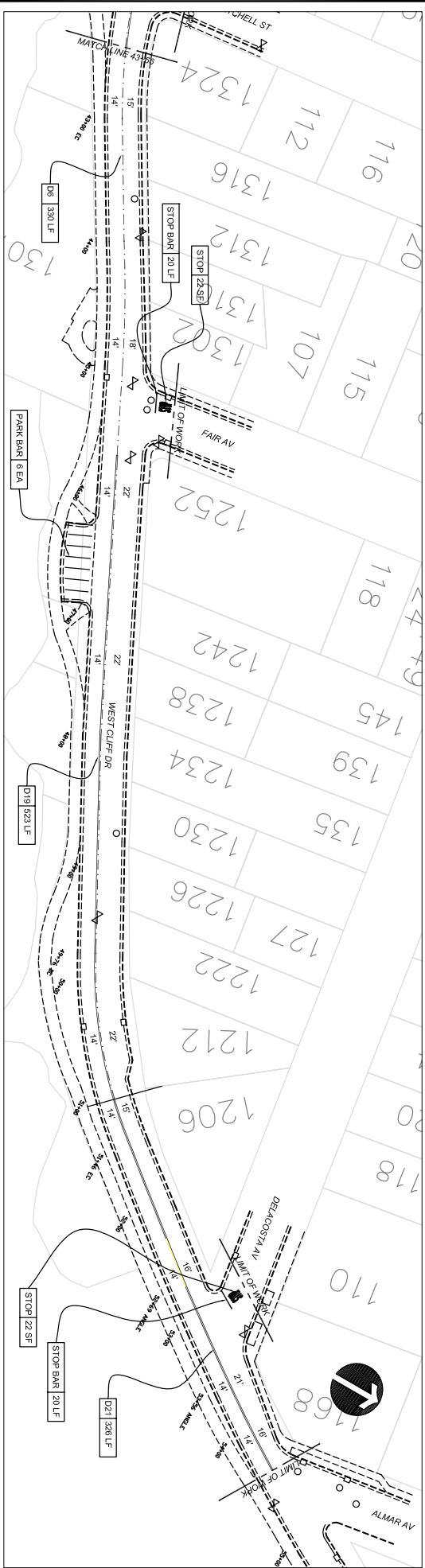
REVISIONS



CITY OF  
**SANTA CRUZ**  
PUBLIC WORKS DEPARTMENT  
809 Cente Street, Room 201  
Santa Cruz, CA 95060

FALL 2010 OVERLAY PROJECT  
WEST CLIFF DRIVE  
DETAILS - 2

REFERENCES	DATE	SCALE
FIELD BOOK	10/7/2009	N.T.S.
DRAWN	NN	SHEET 5 OF 7
DESIGN	NN/TL	VALUING
CHECKED	JS	9074



- STRIPING NOTES:
1. CROSSWALK BARS SHALL BE 2' WIDE x 10' LONG AND SPACED 4' ON CENTER.
  2. STOP BARS SHALL BE 1' WIDE AND INSTALLED 4' FROM EDGE OF CROSSWALKS.
  3. PARKING BARS SHALL BE 4" WIDE x 20' LONG.



REVISIONS



CITY OF  
**SANTA CRUZ**  
WORKS DEPARTMENT  
809 Center Street, Room 201  
Santa Cruz, CA 95060

FALL 2010 OVERLAY PROJECT  
WEST CLIFF DRIVE  
STRIPING-1

REFERENCES		SCALE	
FIELD BOOK:	DATE	10/7/2009	1"=80'
DRAWING #:	DRAWN	NN	SHEET 6 OF 7
CHECKED	DESIGN	NN/TL	VAULT NO.
JS	9074		



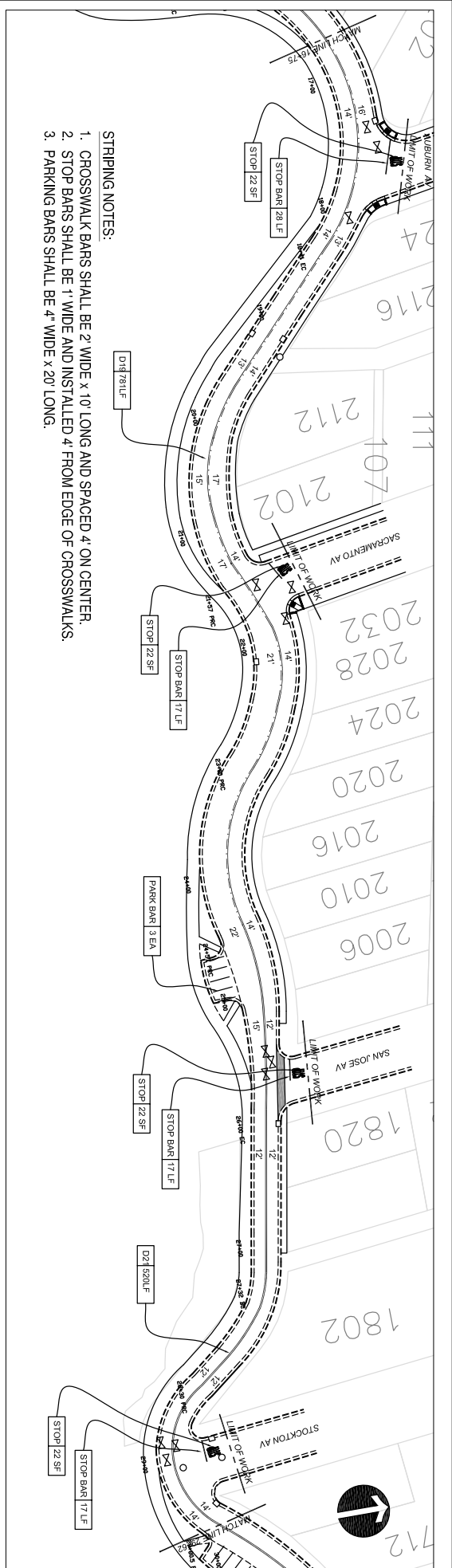
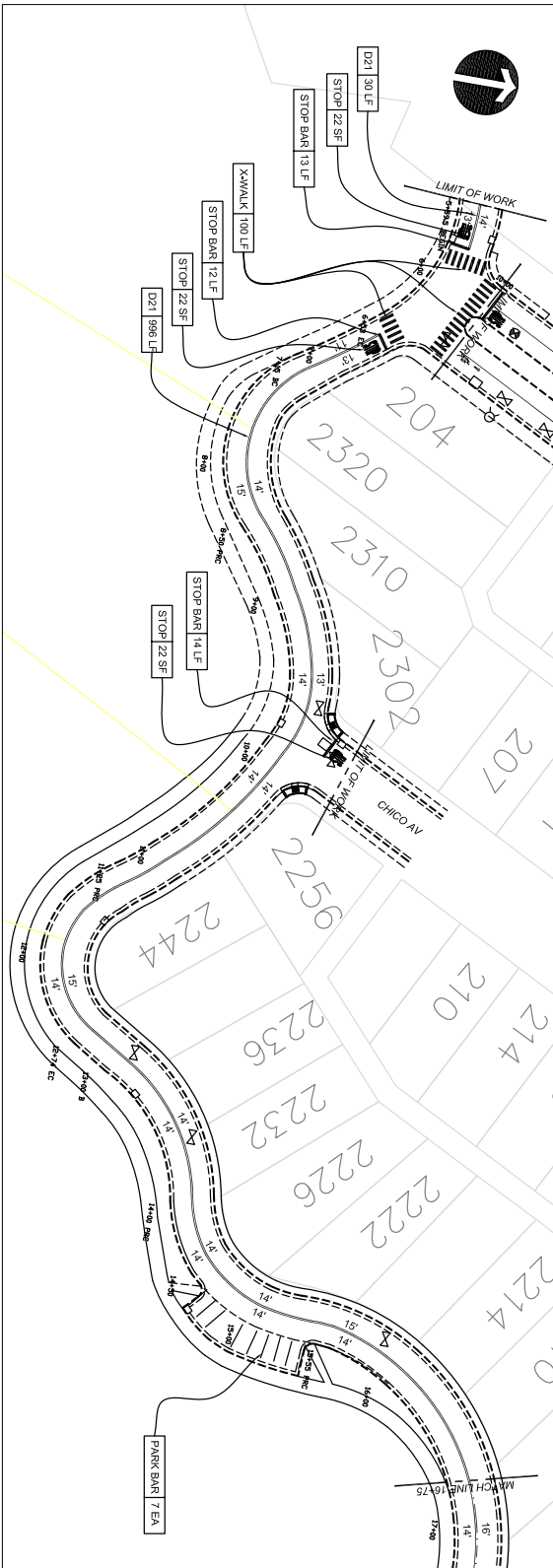
SANTA CRUZ  
 PUBLIC WORKS DEPARTMENT  
 809 Center Street, Room 301  
 Santa Cruz, CA 95060

FALL 2010 OVERLAY PROJECT  
 WEST CLIFF DRIVE  
 STRIPING - 2

DATE	SCALE
10/7/2009	1"=80'

DRAWN	NN
DESIGN	NN/TL
CHECKED	JS

SHEET 7 OF 7  
 VAULT NO. 9074



- STRIPING NOTES:**
1. CROSSWALK BARS SHALL BE 2' WIDE x 10' LONG AND SPACED 4' ON CENTER.
  2. STOP BARS SHALL BE 1' WIDE AND INSTALLED 4' FROM EDGE OF CROSSWALKS.
  3. PARKING BARS SHALL BE 4" WIDE x 20' LONG.

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

**SPRING 2011 OVERLAY PROJECT**

**West Cliff Drive**

**Federal Project No. ESPL-5025 (052)**

RYAN COONERTY, MAYOR

DON LANE

LYNN ROBINSON

KATHERINE BEIERS

HILARY BRYANT

TONY MADRIGAL

DAVID TERRAZAS

MARTIN BERNAL, CITY MANAGER

TOM GRAVES, ACTING CITY CLERK ADMINISTRATOR

JOHN G. BARISONE, CITY ATTORNEY

MARK R. DETTLE, DIRECTOR OF PUBLIC WORKS

CHRISTOPHE J. SCHNEITER,  
ASSISTANT DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

DEPARTMENT OF PUBLIC WORKS

CITY OF SANTA CRUZ

**BID OPENING: MARCH 31, 2011, 2:00 P.M.**

Closing time to receive bids will be verified  
by the on-line clock maintained by the  
U.S. Naval Observatory, found at:  
<http://tycho.usno.navy.mil/simpletime.html>.

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Spring 2011 Overlay Project**

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**City of Santa Cruz  
Spring 2011 Overlay Project**

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FEDERAL PREVAILING WAGE RATES (DATED JANUARY 22, 2010)**

## NOTICE INVITING SEALED PROPOSALS OR BIDS

Notice is hereby given that the City Council of the City of Santa Cruz, County of Santa Cruz, State of California, hereby invites sealed proposals or bids for the following work, all as more particularly and in detail set forth in those certain plans, specifications and contract documents adopted therefore for the following project, to wit:

### SPRING 2011 OVERLAY PROJECT West Cliff Drive Federal Project No. ESPL-5025 (052)

On file with the City Clerk of said City of Santa Cruz, County of Santa Cruz, State of California.

The plans, and specifications and contract documents may be examined and copies secured from the Public Works Department, 809 Center Street, Room 201, Santa Cruz, for a non refundable fee of \$30.00 (thirty dollars).

**Note that this project have a UDBE goal of 7.59%.**

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the office of the City Clerk of the City of Santa Cruz and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements included at the back of these specifications. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the

employees in question.

**This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.**

Notice is also hereby given that all bidders may submit, with their proposals or bids, a sworn statement of their financial responsibility, technical ability and experience. Such sworn statement may be required to be furnished before award is made to any particular bidders.

No sealed proposal or bid will be accepted from a contractor who has not been licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code, as amended.

Each sealed proposal or bid shall be accompanied by a certified check, cashier's check or bidder's bond made payable to the order of the City of Santa Cruz, for an amount not less than 10 percent of the amount of the proposal.

The above-mentioned bid deposit shall be given as a guarantee that the bidder will enter into a contract, if awarded, and will be declared forfeited if the successful bidder refuses, or fails, to enter into said contract, and furnish required bonds within the time specified after being notified to do so by the City of Santa Cruz.

All proposals for the above mentioned work will be received by the City Council of the City of Santa Cruz, County of Santa Cruz, State of California until **2:00 p.m. on March 31, 2011** at the Public Works Department office, City Hall, 809 Center Street, Room 201 Santa Cruz, California, in a sealed envelope plainly endorsed with the name of the project:

**SPRING 2011 OVERLAY PROJECT  
West Cliff Drive  
Federal Project No. ESPL-5025 (052)**

and will be opened publicly and read aloud.

The successful bidder for each project will be required to furnish a Labor and Material Bond in the amount equal to 100 percent of the contract price, and a Faithful Performance Bond in an amount equal to 100 percent of the contract price, said bonds to be issued by a corporate surety company in the form approved by the City Attorney.

The contractor will be allowed ten calendar days after she/he has received written notice that the contract has been awarded to him/her by the City Council within which to deliver the agreement with his/her signature affixed thereto, together with the completed aforementioned bonds and insurance certificates, to the City Manager of the City of Santa Cruz.

**City of Santa Cruz  
Spring 2011 Overlay Project**

The City of Santa Cruz reserves the right to reject any and all bids and waive any irregularity or minor defects in any proposal received.

Unless otherwise required by law, no bidder may withdraw his/her bid for a period of sixty days after the date set for the opening thereof. Where possible, bids will be compared on the basis of the Engineer's estimate of the quantities of work to be performed.

---

City Manager City of Santa Cruz  
Richard C. Wilson

Date: February 23, 2011

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## SECTION 1

### DEFINITIONS AND TERMS

Whenever in these specifications and other contract documents, the following abbreviations and terms or pronouns in place of them are used the intent and meaning shall be interpreted as follows:

#### ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation Officials
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGMA	American Gear Manufacturers Association
AIEE	American Institute of Electrical Engineers
AISI	American Iron and Steel Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASA	American Standards Association (United States of America Standards Instruction)
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditions Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing Materials
AWS	American Welding Society
AWPA	American Wood-Preservers' Association
AWWA	American Water Works Association
FS	Federal Specification
IEEE	Institute of Electrical and Electronic Engineers
NBFU	National Board of Fire Underwriters
NEMA	National Electrical Manufacturers Association
SAE	Society of Automotive Engineers
SSPWC	Standard Specifications for Public Works Construction
UL	Underwriters Laboratories

All references to the specifications, standards, or other publications of any of the above are understood to refer to the current issue as revised or amended at the date of receipt of bids.

Acceptance - The formal written acceptance by the City Council of the Contract which has been completed in all respects in accordance with the Drawings and Specifications and any modifications thereof previously approved.

**City of Santa Cruz  
Spring 2011 Overlay Project**

**Addendum** - A change in the Specifications or Drawings issued prior to the opening of Proposals.

**Approved, Directed, Ordered, or Required** - Whenever these words or their derivatives are used, it is the intent, unless otherwise clearly stated, that approval or direction by the Engineer is indicated.

**Bidder** - Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

**Council, City Council** - The City Council of the City of Santa Cruz.

**Contract** - The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The Contract shall include the Notice of Contractors, Proposal, Drawings, Specification, Addenda, and Contract Bonds; also, any and all written supplemental agreements amending or extending the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the Contract and include Contract change orders.

**Contractor** - The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into a contract with the City.

**Days** - Working days, unless otherwise designated.

**City** - the City of Santa Cruz.

**Director** - The Director of Public Works of the City of Santa Cruz.

**Drawings** - The official drawings, working drawings, detail drawings, and supplemental drawings, or reproductions thereof, which show the location, character, dimensions, and details of the work to be done, and which are to be considered as part of the Contract.

**Engineer** - The Director of Water Department or Public Works Department acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

**Liquidated Damages** - The amount prescribed in the Specifications, pursuant to the authority of government code Section 14376, to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portions of the work beyond the time allowed in the Specifications.

**Plans, Construction Plans** - The drawings which are part of the Contract.



**City of Santa Cruz  
Spring 2011 Overlay Project**

**Proposal** - The offer of the Bidder for the work when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

**Subcontractor** - The person or persons, firm, partnership, corporation, or combination thereof, private or municipal who will perform work for the Contractor.

**Work** - All the work specified, indicated, shown, or contemplated in the Contract to construct the improvements, including all alterations, amendments, or extensions thereto made by supplemental agreements or written orders of the Director.

**State Standard Specifications** - Wherever in these Specifications reference is made to the "State Standard Specifications," reference shall be to specifications entitled "State of California, Department of Transportation, Standard Specifications," May 2006 edition, and which are incorporated herein and made a part hereof by reference. Where the terms "State" or the "Engineer" are used in the State Standard Specifications, they shall be considered as meaning the "City" or "Director" as defined hereinabove.

**Technical Specifications** - The technical specifications are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications.

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**SECTION 2  
PROPOSAL REQUIREMENTS AND CONDITIONS**

**2.01 GENERAL**

Please note that the following construction documents apply to this project:

**SPRING 2011 OVERLAY PROJECT  
West Cliff Drive  
Federal Project No. ESPL-5025 (052)**

The award of the above project will be to a responsible and responsive bidder who produces the lowest cost proposal for the project.

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

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

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

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

**2.013 OBTAINING PLANS AND SPECIFICATIONS**

City Standard Specifications and Plans may be obtained at the office of the City Engineer, City Hall Annex, 809 Center Street, Room 201, Santa Cruz, California 95060, or on the Public Works Page of the City of Santa Cruz website: [www.cityofsantacruz.com](http://www.cityofsantacruz.com).

## **2.015 FEDERAL LOBBYING – Section 1352, Title 1352, Title 31**

United States Code prohibits Federal funds from being expended by the recipient of any lower tier sub-recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal-aid contract, the making of any federal grant or loan, or the entering into of any cooperative agreement.

If any funds have been paid for the same purposes in connection with this federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for federal-aid contracts regarding payment of funds to lobby Congress or a federal agency is included in the Proposal. Standard Form-LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
- (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

## **2.02 CONTENTS OF PROPOSAL FORMS (Sections 2.20 through 2.312, inclusive)**

Prospective bidders will be furnished proposal forms which describe the contemplated construction and, where appropriate, show the approximate estimate of the quantities of the various kinds of work to be performed or materials to be furnished, with a schedule of items for which bid prices are asked.

The unit prices or lump sum amounts bid shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work complete in place as shown on the Drawings or stipulated in the Specifications for that particular item of work.

### **2.03 ESTIMATED QUANTITIES**

The quantities given in the Proposal are approximate only, being given as a basis for the comparison of Proposals, and the City does not, expressly or by implication, 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, or to omit portions of the work, as may be deemed necessary or advisable by the Director. No allowance will be made for anticipated profit on work that is deleted or decreased.

### **2.04 EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE OF WORK**

The Bidder shall examine carefully the site of the work contemplated and the Proposal, Drawings, and Specifications therefor. The submission of a Proposal will be conclusive evidence that the bidder has investigated and is fully aware of the conditions and difficulties to be encountered, of the character, quality, and quantities of work to be performed and materials to be furnished, and of the requirements of the Proposal, Drawings, and Specifications; as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of material, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site; and the conformation and condition of the ground, the character and quality and quantity of surface and subsurface materials, including groundwater, to be encountered; the character of equipment and facilities needed preliminary to and during the prosecution of the work; and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself/herself with all the available information concerning these conditions will not relieve him/her from responsibility for estimating properly the difficulty or cost of successfully performing the work.

If there is any doubt as to the true meaning of any part of the Plans, Specifications, or the Contract documents, or if discrepancies in or omissions from the Drawings or Specifications are found, a request should be made to the Director for an interpretation or correction thereof, which will be given in the form of addenda to all bidders, if time permits. Otherwise, in figuring the work, bidders shall consider that any discrepancies or conflict between Drawings and Specifications shall be governed by Section 5.23 of these Specifications.

No payment shall subsequently be made to the Contractor because of error on his/her part or of negligence or failure to acquaint himself/herself with the existing conditions, limitations, or features of the site or requirements of the Contract documents; or by reason of any estimate, tests, or representations of any officer, employee, or agent of the City.

**City of Santa Cruz  
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Where investigation of subsurface conditions has been made by the City in respect to foundation or other design, bidders may inspect the records of the City as to such investigation, including examination of samples and drill cores, if any. When logs of test boring showing a record of the data obtained by the City's investigation of subsurface conditions are made available, said logs represent only the opinion of the City as to the character of materials encountered by it in its test borings and are made available only for the convenience of bidders.

Investigations of subsurface conditions are made for the purpose of design, and the City assumes no responsibility whatever in respect to the sufficiency of test borings or accuracy of the log of test borings, or other preliminary investigations, or of the interpretation thereof. There is no guarantee expressed or implied that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unforeseen developments may not occur.

Making such information available to bidders is not to be construed in any way as a waiver of the provisions of the first paragraph of this Section and bidders must satisfy themselves through their own investigations as to conditions to be encountered.

No information derived from such inspection of records of preliminary investigation made by the City, or from the Director, or from his/her assistants, or from the maps, Specifications, profiles, or Drawings will in any way relieve the Contractor from any risk or from properly fulfilling all the terms of the Contract. Records of such preliminary investigations as may have been made by the City may be inspected at the office of the Director, City Hall, Santa Cruz, California, 95060, or at such other locations as may be stated in the Notice to Contractors.

## **2.05 PROPOSAL FORM (Sections 2.20 through 2.312, inclusive)**

The Proposal form furnished by the City, when filled out by the bidder and executed, shall be submitted as his/her Proposal. All Proposals should give the prices proposed, both in writing and in figures in the respective spaces provided, and shall be signed by the bidder, who should fill out all blanks in the Proposal form as therein required. In the event of a discrepancy between writing and figures, the writing shall prevail over the figures.

A signed copy of each addendum to the Specifications or Drawings shall be attached securely to the Specifications containing the Proposal (refer to Section 2.12).

## **2.06 QUERIES ON BIDDING**

Questions regarding the Specifications or Drawings or any other portion of the Contract or any addenda thereto shall be directed to the City Engineer, care of Joshua Spangrud, Associate Civil Engineer, at City Hall, 809 Center Street, Room 201 Santa Cruz,

California, 95060, in writing. No questions will be accepted after March 31, 2011. No interpretation of the meaning of the Specifications, Drawings, or other pre-bid documents will be made to any bidder orally.

## **2.07 REJECTION OF PROPOSALS**

Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. Proposals in which the prices, in the opinion of the City, are unbalanced, may be rejected.

When Proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a written authorization or Power of Attorney should be on file with the City prior to opening Proposals or submitted with the Proposal; otherwise, the Proposal may be rejected as irregular and unauthorized.

## **2.08 PROPOSAL GUARANTEE**

All Proposals shall be presented under sealed cover and accompanied by one of the following forms of bidder's security: cash, a cashier's check, certified check, or a bidder's bond executed by an admitted surety, made payable to the City of Santa Cruz. The security shall be in an amount equal to at least 10 percent of the total Contract price in the Proposal. A Proposal will not be considered unless one such form of bidder's security is enclosed with it.

A bidder's bond will not be accepted unless it substantially conforms to the bond form included with the Proposal form and is properly filled out and executed. If desired, the bond form included therein, properly filled out as directed, may be executed and used as the bidder's bond. Blanks conforming to this form may be obtained by request from the City.

## **2.09 WITHDRAWAL OF PROPOSALS**

Any Proposal may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of Proposals only by written request for the withdrawal of the Proposal filed with the Public Works Department. The request shall be executed by the bidder or his/her duly authorized representative. The withdrawal of a Proposal does not prejudice the right of the bidder to file a new Proposal. This Section does not authorize the withdrawal of any Proposal after the time fixed in the Notice to Contractors for the opening of Proposals.

## **2.10 PUBLIC OPENING OF PROPOSALS**

Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors.

## **2.11 JOINT PROPOSALS**

If two or more bidders desire to bid jointly on a single project or desire to combine their assets for so doing, they shall file an affidavit of joint venture with the City in the form approved by the City Attorney and such affidavit of joint venture will be valid only for the specified project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the City prior to the time for opening Proposals on the specified project for which it is submitted, a joint proposal submitted by the same bidders may be disregarded.

## **2.12 DISQUALIFICATION OF BIDDERS**

More than one Proposal form from an individual, firm, partnership, corporation, or a combination thereof under the same or different names will not be considered. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered for award of this Contract.

## **2.13 ADDENDUM**

Addenda may be issued prior to opening of Proposals and shall become a part of the original Specifications and Drawings. The additions or changes contained in such addenda shall be considered by the Bidder in preparation of his/her Proposal. These addenda will be sent to each prospective bidder at the address indicated in his/her application for a Proposal form. A signed copy of each addendum so issued shall be attached to the Specifications containing the Proposal submitted by the bidder to the Public Works Department.

## **2.14 LIST OF SUBCONTRACTORS**

The Contractor shall perform with his/her own organization and with workers under his/her immediate supervision work of a value not less than fifty percent (50%) of the value of all work embraced in the Contract, except when certain items may be exempted by the Special provisions from said fifty percent requirement.

In accordance with Chapter 2, Division 5, Title I of the Government Code of the State of California, Subletting and Subcontracting Fair Practices Act, each Proposal shall have listed on the form provided with the Proposal, (a) the name and the location of the place



of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total bid or \$10,000.00, whichever is greater, and, (b) the portion of the work which will be done by each such subcontractor.

If a Contractor fails to specify a subcontractor for any portion of the work to be performed under this Contract in excess of one-half of one percent of the total bid, he/she agrees to perform that portion himself/herself.

## **2.15 COMPETENCY OF BIDDER**

The bidder shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the project, and shall be skilled and regularly engaged in the general class or type of work called for under this Contract.

It is the intention to award a Contract only to a bidder who furnishes satisfactory evidence that he/she has the requisite experience and ability and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and promptly, and to complete it within the time stated in the Contract.

To determine the degree of responsibility to be credited to a bidder, any relevant evidence will be considered that the bidder, or personnel guaranteed to be employed in responsible charge of the work, has satisfactorily performed other contracts of like nature and magnitude or comparable difficulty at similar rates of progress.

## **2.16 RELIEF OF BIDDERS**

Attention is directed to the provisions of Government Code Section 14350 to 14353, inclusive, (Subletting and Subcontracting Fair Practices Act), which sections are incorporated herein by this reference, concerning relief of bidders and in particular to the requirement therein that if the bidder claims a mistake was made in his/her bid, the bidder shall give the City written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

## **2.17 DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

This project is subject to Title 49 CFR 26.13(b):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and

**City of Santa Cruz  
Spring 2011 Overlay Project**

administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Make work available to UDBEs and select work parts consistent with available UDBE subcontractors and suppliers.

Meet the UDBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from UDBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

### **UDBE Commitment Submittal**

Submit UDBE information on the "Local Agency Bidder-UDBE Commitment (Construction Contracts)," Exhibit 15-G(1), form included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the UDBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the UDBE Commitment form to the Agency. UDBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the UDBE Commitment form unless the Agency requests it. If the Agency requests you to submit a UDBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you do not submit the UDBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

### **Good Faith Efforts Submittal**

If you have not met the UDBE goal, complete and submit the "UDBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the UDBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have

**City of Santa Cruz  
Spring 2011 Overlay Project**

been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.

2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

Additional information regarding DBE/UDBE participation is included in Sections 2.311 through 2.315, inclusive, and reflects Caltrans' recently implemented race-conscious DBE policy and procedures. **This project has a UDBE goal of 7.59%.**

**2.18 BLANK**

**2.19 BLANK**

City of Santa Cruz  
Spring 2011 Overlay Project

**2.20 PROPOSAL**

Santa Cruz, California

To: The City Council of the City of Santa Cruz

Proposal of:

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Business Address

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Phone

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Residence Address

To furnish and deliver all materials and to do and perform all work in accordance with the plans and contract documents of the City of Santa Cruz for the following project:

**SPRING 2011 OVERLAY PROJECT  
West Cliff Drive  
Federal Project No. ESPL-5025 (052)**

and referred to the "Notice Inviting Sealed Proposals of Bids" dated February 2, 2011, and also the site of work, and will provide all necessary machinery, tools, apparatus, and other means of construction and do all work and furnish all materials required by said specifications, general conditions, special conditions, and drawings in the manner prescribed therein said contract.

The undersigned bidder understands that any quantities of work shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased or decreased at the unit prices, if required, as stated in the following tabulation. The undersigned bidder agrees to take in full payment for the work, including all applicable State and local taxes, the amount shown on the bid sheet. The bid sheet for the project is included.

**City of Santa Cruz  
Spring 2011 Overlay Project**

Note: This page intentionally left blank.

**West Cliff Drive between Almar Avenue and Swanton Blvd.  
Federal Project No. ESPL-5025 (052)**

Item	Item Description	Unit	Quantity	Unit Price	Item Total
1	Traffic Control and Construction Area Signs	LS	1 00		
2	Water Pollution Control	LS	1 00		
3	Full Depth Base Repair HMA 6" Depth	SF	7000 00		
4	Full Depth Base Repair PCC 6" Depth	SF	0 00		
5	Over-Excavation	SF	1000 00		
6	PCC Curb Ramps	EA	10 00		
7	PCC Curb and Gutter	LF	0 00		
8	PCC Valley Gutter	LF	45 00		
9	PCC Sidewalk	SF	0 00		
10	Adjust Survey Monument Box	EA	9 00		
11	Adjust Water Valve Box	EA	27 00		
12	Adjust Manhole Frame & Cover	EA	30 00		
13	Install 18" HDPE Pipe	LF	0 00		
14	Cold Planing (Milling) Asphalt (2 0" Depth)	SY	0 00		
15	Cold Planing (Milling) Asphalt (3 0" Depth)	SY	16500 00		
16	Hot Mix Asphalt 4" Overlay	TON	0 00		
17	Hot Mix Asphalt 2" Overlay	TON	2000 00		
18	Hot Mix Asphalt 1 0" Levelling Course	TON	1000 00		
19	Pavement Reinforcing Fabric	SY	16000 00		
20	Thermoplastic Traffic Stripe - Detail 21	LF	2600 00		
21	Thermoplastic Traffic Stripe - Detail 19	LF	1800 00		
22	Thermoplastic Traffic Stripe - Detail 6	LF	350 00		
23	Thermoplastic Traffic Stripe - Detail 39	LF	0 00		
24	Thermoplastic Traffic Stripe - Detail 39A	LF	0 00		
25	Thermoplastic 12" Stop Bars	LF	280 00		
26	Thermoplastic Pavement Markings	SF	450 00		
27	Thermoplastic Crosswalk (Piano Key Style)	LF	550 00		
28	Thermoplastic Yield Line	LF	0 00		
29	Thermoplastic 4" Parking Space Markings	LF	900 00		
30	Remove Pavement Markings & Lane Markers	LS	1 00		
31	Blue Fire Hydrant Pavement Markers	EA	0 00		
32	Traffic Detector Loops - Type A	EA	0 00		
33	Traffic Detector Loops - Type D	EA	0 00		

34	Bicycle Detector Loops	EA	0.00		
					<b>Subtotal:</b> _____
					10% Contingency _____
					<b>Total</b> _____

Additive alternate bid - at its discretion, the City may elect to have grindings from pavement cold-planing delivered to the Municipal Landfill. Alternately, the City may decide that the grindings are the property of the Contractor.

Bid Item	Item Description	Units	Quantity	Unit Price	Item Total
AA1	Change in cost to deliver asphalt grindings to 605 Dimeo Lane	LS	1.00		



City of Santa Cruz  
Spring 2011 Overlay Project

The undersigned also agrees as follows:

IT IS UNDERSTOOD THAT THIS BID IS BASED UPON COMPLETION OF THE WORK AS SPECIFIED IN THE SPECIAL PROVISIONS, WITHIN 45 WORKING DAYS.

To do any extra work, not covered by the schedule of price, which may be ordered by the City, and to accept as full compensation therefore such prices as may be agreed upon in writing by the City and the Contractor in accordance with the "Measurement and Payment" Section of the Specifications.

If awarded the contract, the undersigned hereby agrees to execute said contract, with necessary bonds and insurance certificates, of which this Proposal and Notice Inviting Bids, Standard Specifications, Plans and Special Provisions and any and all other Contract Documents shall be a part, within 10 calendar days after receipt of notice of the award of said contract, and to begin work within 5 working days after receiving notice to proceed of the contract.

THE UNDERSIGNED BIDDER HAS CAREFULLY EXAMINED THE FORM OF CONTRACT, THE STANDARD SPECIFICATIONS, THE SPECIAL CONDITIONS AND THE DRAWINGS FOR THE CONSTRUCTION OF THE IMPROVEMENT HEREINBEFORE DESCRIBED AND REFERRED TO IN THE "INVITATION TO BIDDERS" INVITING PROPOSALS FOR SUCH WORK, DATED FEBRUARY 23, 2011 AND ALSO THE SITE OF THE WORK, AND WILL PROVIDE ALL NECESSARY MACHINERY, TOOLS, APPARATUS AND OTHER MEANS OF CONSTRUCTION AND DO ALL THE WORK AND FURNISH ALL MATERIALS REQUIRED BY SAID SPECIFICATIONS, SPECIAL CONDITIONS, AND DRAWINGS IN THE MANNER DESCRIBED THEREIN AND IN SAID CONTRACT.

No bid will be considered for less than all items of this schedule and one contract will be awarded for the entire project.

The undersigned has carefully checked the bid prices, and all computations involved in the preparation of this bid, and understands that the City of Santa Cruz will not be responsible for any errors or omission on the part of the undersigned in making up this bid.

This proposal is made with a full knowledge of the kind, quantities and quality of the work and of the materials, equipment and plans required. This proposal is also made after a complete, careful and independent examination and investigation of the site of the work, local conditions affecting the same, and materials to be encountered.

The bidder furthermore agrees that in case of his/her default in executing said contract with necessary bonds and insurance certificates, the check or bond accompanying this Proposal and money payable shall become and remain the property of the City of Santa Cruz.

Enclosed is bidder's bond, certified check or cashier's check no. \_\_\_\_\_ of the \_\_\_\_\_ Bank for \$ \_\_\_\_\_ which is not less than 10 percent of the bid submitted by the undersigned, payable to the City of Santa

**City of Santa Cruz  
Spring 2011 Overlay Project**

Cruz, California, and which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

The City Council will award one contract to the lowest responsible bidder for any combination of bid schedules; however, it is understood and agreed that the City may reject any or all proposals, or waive any informalities or minor defects in proposals received.

It is agreed that this bid may not be withdrawn over a period of 60 days from the opening thereof.

NOTE: Bidders should not add any conditions of qualifying statement to this bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.

Dated \_\_\_\_\_

Firm  
Name \_\_\_\_\_

Official  
Address \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Phone \_\_\_\_\_

State Contractor's License  
No. \_\_\_\_\_

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

**2.21**  
**LIST OF SUBCONTRACTORS**

In conformance with Section 8-1.01 "Subcontracting" of the State Standard Specifications the Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work.

<u>Name and Address</u>	<u>Description of Portion of Work Subcontracted</u>	<u>Proportion of Contract</u>

**2.22  
CONTRACTOR REFERENCE INFORMATION**

To complete this proposal, contractors shall list previous similar work performed, the agency for which work was performed, and the contact person.

<u>Project Title</u>	<u>Company</u>	<u>Contact Person/Phone Number</u>
_____	_____	_____
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**Section 2.221 : CONTRACTOR QUALIFICATION QUESTIONNAIRE**

The bidder agrees to complete, sign and return this Contractor Qualification Questionnaire, including all required supporting documentation, with the bid. If bidder fails or refuses to complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, and return it to the City of Santa Cruz with the bid, bidder will not be considered for award of the contract, and further, bidder agrees that the City of Santa Cruz may award the work to another bidder or call for new bids. In such event, the bidder shall be liable to the City of Santa Cruz for the difference between the amount of the disqualified bid and the larger amount for which the City of Santa Cruz procures the work plus all of the City of Santa Cruz's costs, damages, expenses and liabilities.

Bidder shall fully and completely answer each question set forth below. If necessary attach additional sheets. Print or type each response. If your response to any question is "no" or "none," you must state "no" or "none." "Not applicable" or other similar response will not be accepted.

1. State the full legal name of the bidder.
2. State the nature of the bidder's business entity. (Sole proprietorship, joint venture, partnership, corporation, or other [describe]).
3. State the name and address of each person or other legal entity, which has a legal or equitable ownership of ten percent (10%) or more of the bidder. For each such person or legal entity, state that person or entity's ownership interest, title and responsibilities, if any.
4. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been accused of a civil violation of California Government Code Section 12650, et seq., (False Claims Act)? If so, describe in detail all facts, circumstances and the outcome.
5. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the bidder, ever been determined by a public agency to not be a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agency's contact person.
6. State the bidder's contractor's license number.
7. State the date bidder first began business.
8. State any other names that bidder has used or done business under in the past five (5) years.
9. Describe in general, bidder's experience.
10. Has bidder ever failed to complete a construction contract?

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11. Has bidder's control over a work of improvement ever been terminated?
12. For each public works project involving asphalt grinding, overlay paving, placement of pavement reinforcing fabric, placement of PMA seal and screenings and incidental concrete work that bidder has furnished labor, services, materials or equipment in the past five years, state: the name of each project; the contract amount for each project; the name, address and telephone number of the owner and owner's representative, for each project; and a general description of the work performed by bidder on each project.
13. For every public works project involving mainline paving utilizing bottom dumps and a pick-up machine, overlay or reconstruction, in the last five years, state: the name of each project; the contract amount for each project; the name, address and telephone number of the owner and owner's representative, for each project; and a general description of the work performed by bidder on each project.
14. For every public work of improvement upon which bidder has furnished labor, services, materials or equipment in the past five years, whether completed or not, for which the bidder's original contract was greater than **\$ 750,000** but not more than **\$ 2,000,000**, state the name, address and telephone number of the owner and principal designer (architect or engineer).
15. For every lawsuit or arbitration between bidder and the owner of any work of improvement, limited to such lawsuits or arbitrations initiated or completed within the past five (5) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.
16. Has bidder ever been charged with a felony? If so, describe in detail all facts, circumstances and the outcome, furnishing the name and address of the court in which the charge(s) were filed, including the matter name and case number.
17. Has bidder ever been accused of a civil violation of California Government Code Section 12650, et seq. (False Claims Act)? If so, describe in detail all facts, circumstances and the outcome.
18. Has bidder ever been accused of presenting false claims to a public agency or public owner, as such claims are defined in California Government Code Section 12650, et seq., or 31 United States Code Section 3729, et seq.? If so, describe in detail all facts, circumstances and the outcome
19. Has any public agency ever determined or ruled that bidder is not a responsible bidder? If so, state the name, address and telephone number of the public agency, including the name of the agency's contact person.
20. Within the past five (5) years, has bidder ever failed to complete a public works

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construction project, within the time allowed by the contract, plus written agreed upon contract time extensions? If so, state the name, address and telephone number of the owner of such public works construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement.

21. Has any surety of bidder ever paid or satisfied any claim on behalf of bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.
22. Has any surety of bidder ever been called upon to complete a project of bidder? If so, state all facts and circumstances, including the name, address and telephone number of surety and all claimants.
23. For each project or work of improvement that bidder is either (a) currently furnishing labor, services, materials or goods, or (b) under contract to furnish labor, services, materials or goods, state: A general description of the project; the current status of the project and bidder's work thereon; the owner's name, address and telephone number; the amount of bidder's contract on such project.
24. State bidder's annual gross sales for each of the last five fiscal years.
25. Have bidder's accounts receivable or right to payment been assigned to a third party? If so, state the name of the third party and whether the third party has a secured or unsecured interest. Attach a copy of the assignment agreement to this questionnaire.

The following certification must be signed by an owner, general partner, or officer of bidder.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, AND KNOW ITS CONTENTS, AND SAID CONTRACTOR QUALIFICATION QUESTIONNAIRE AND ATTACHMENTS, IF ANY, ARE TRUTHFUL, COMPLETE AND ACCURATE; AND THAT CITY OF SANTA CRUZ MAY REASONABLY RELY UPON THE CONTENTS AS BEING COMPLETE AND ACCURATE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 72 AND CALIFORNIA GOVERNMENT CODE SECTION 12650, ET SEQ, PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

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Executed on the date indicated below, at the location indicated below.

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

Location: \_\_\_\_\_

Bidder: \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

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



2.230

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

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

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

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

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

2.231

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

**CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS**

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

Company \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (4) CFR 60-1(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (generally only contracts and subcontracts of \$10,000 or under are exempt.)

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

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

**2.24**  
**PUBLIC CONTRACT CODE**  
**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_ , has not \_\_\_ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

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

**2.25**  
**Public Contract Code Section 10162 Questionnaire**

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

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

**2.26**  
**Public Contract Code 10232 Statement**

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

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

2.27

**NON COLLUSION AFFIDAVIT**  
(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY of SANTA CRUZ DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted 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.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**2.28**  
**DEBARMENT AND SUSPENSION CERTIFICATION**  
**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

## 2.29

### **NON-LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

2.30

**DISCLOSURE OF LOBBYING ACTIVITIES**

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U S C 1352

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a contract  <input type="checkbox"/> b grant  <input type="checkbox"/> c cooperative agreement  <input type="checkbox"/> d loan  <input type="checkbox"/> e loan guarantee  <input type="checkbox"/> f loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a bid/offer/application  <input type="checkbox"/> b initial award  <input type="checkbox"/> c post-award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a initial  <input type="checkbox"/> b. material change</p> <p><b>For Material Change Only:</b>  year _____ quarter _____  date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity</b></p> <p><input type="checkbox"/> Prime                      <input type="checkbox"/> Subawardee  Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known _____</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable _____</p>	
<p><b>8. Federal Action Number, if known</b></p>	<p><b>9. Award Amount, if known</b></p>	
<p><b>10. a. Name and Address of Lobby Entity</b>  (If individual, last name, first name, MI)</p>	<p><b>b. Individuals Performing Services</b> (including address if different from No 10a)  (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>11. Amount of Payment (check all that apply)</b></p> <p>\$ _____ <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply)</b></p> <p><input type="checkbox"/> a retainer  <input type="checkbox"/> b one-time fee  <input type="checkbox"/> c commission  <input type="checkbox"/> d contingent fee  <input type="checkbox"/> e deferred  <input type="checkbox"/> f other, specify _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash  <input type="checkbox"/> b in-kind; specify nature _____  value _____</p>		
<p><b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b></p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p><b>15. Continuation Sheet(s) attached:</b>      Yes <input type="checkbox"/>      No <input type="checkbox"/></p>		
<p><b>16. Information requested through this form is authorized by Title 31 U S C Section 1352 This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into This disclosure is required pursuant to 31 U S C 1352 This information will be reported to Congress semiannually and will be available for public inspection Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure</b></p>		
		<p>Signature _____</p> <p>Print Name _____</p> <p>Title _____</p> <p>Telephone No _____                      Date _____</p>



**INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

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10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**SECTION 2.311**  
**EXHIBIT 10-I (CALTRANS LAPM)**  
**NOTICE TO BIDDERS/PROPOSERS**  
**DISADVANTAGED BUSINESS ENTERPRISE**

**REQUIREMENTS AND INSTRUCTIONS**

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
  - Black American
  - Asian-Pacific American
  - Native American
  - Women
- The term “bidder” also means “proposer” or “offerer.”
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Bidders/Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF UDBE and DBE INFORMATION**

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE (Consultant Contract) Commitment” (Exhibit 10-O(1)) form shall be included in the Request for Proposal. In order for a bidder/proposer to be considered responsible and responsive, the bidder must make good faith efforts to meet the goal established for the contract. If the goal is not met, the bidder/proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer/Bidder-DBE (Consultant Contract)-Information”

(Exhibit 10-O(2)) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

#### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the bidder's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The bidder is a UDBE and will meet the goal by performing work with its own forces.
  - 2. The bidder will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
  - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The bidder (prime contractor) shall list only one subcontractor for each portion of work as defined in their bid/proposal and all DBE subcontractors should be listed in the bid/cost proposal list of subcontractors.

- G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Bidder/Proposer may call (916) 440-0539 for web or download assistance.

- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at:  
<http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled Find a Certified Firm
- Click on Query Form link, located in the first sentence
- Click on Certified DBE's (UCP) located on the first line in the center of the page
- Click on Click To Access DBE Query Form
- Searches can be performed by one or more criteria
- Follow instructions on the screen
- "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form

- C. How to Obtain a List of Certified DBEs without Internet Access

**DBE Directory:** If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character

described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
  - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- 7. For DBE trucking companies: credit for DBEs will count towards DBE credit, and if a DBE is a UDBE, credit will count towards the UDBE goal, under the following conditions:**
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
  - B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.
  - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
  - D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
  - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

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- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

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**City of Santa Cruz  
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**Section 2.312 Local Agency Bidder UDBE Commitment (Exhibit 15-G1)**

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

AGENCY \_\_\_\_\_ LOCATION \_\_\_\_\_

PROJECT DESCRIPTION \_\_\_\_\_

TOTAL CONTRACT AMOUNT \$ \_\_\_\_\_

BID DATE \_\_\_\_\_

BIDDER'S NAME \_\_\_\_\_

CONTRACT UDBE GOAL: \_\_\_\_\_

CONTRACT ITEM NO	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	Cert No of UDBE AND EXPIRATION DATE	NAME OF UDBEs (Must be certified on the date bids are opened - include UDBE address and phone number)	DOLLAR AMOUNT UDBE

**For Local Agency to Complete:**

Local Agency Contract Number \_\_\_\_\_  
 Federal Aid Project Number \_\_\_\_\_  
 Federal Share \_\_\_\_\_  
 Contract Award Date \_\_\_\_\_

Local Agency certifies that all information is complete and accurate

\_\_\_\_\_  
 Print Name Signature Date  
 Local Agency Representative  
 (Area Code) Telephone Number \_\_\_\_\_

Total Claimed Participation \$ \_\_\_\_\_  
 %

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

**For Caltrans Review:**

\_\_\_\_\_  
 Print Name Signature Date  
 Caltrans District Local Assistance Engineer

Date (Area Code) Tel No \_\_\_\_\_  
 Local Agency Bidder - UDBE Commitment (Rev 3/09)

Distribution (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project  
 (2) Copy – Include in award package to Caltrans District Local Assistance  
 (3) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY BIDDER  
UDBE COMMITMENT (CONSTRUCTION CONTRACTS) (Revised 03/09)**

**ALL BIDDERS:**

**PLEASE NOTE: It is the bidder's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information may be submitted with your bid proposal. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive**

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by UDBEs. The UDBE should provide a certification number to the Contractor and expiration date. The form has a column for the Names of UDBE contractors to perform the work (who must be certified on the date bids are opened and include the UDBE address and phone number). Enter the UDBE prime's and subcontractors' certification numbers. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime is a UDBE, work performed by its own forces

**IMPORTANT:** Identify **all** UDBE firms being participating in the project regardless of tier. Names of the First Tier UDBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid. Provide copies of the UDBEs' quotes, and if applicable, a copy of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.

There is a column for the total UDBE dollar amount. Enter the Total Claimed UDBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of UDBE firms.

Exhibit 15-G (1) must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

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**Local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

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**City of Santa Cruz  
Spring 2011 Overlay Project**

**Section 2.313 Local Agency Bidder DBE Information (Construction Contracts; Exhibit 15-G2)**  
(Inclusive of all DBEs including the UDBEs listed at bid proposal)

<b>NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS</b>				
AGENCY _____		LOCATION _____		
PROJECT DESCRIPTION _____				
TOTAL CONTRACT AMOUNT \$ _____				
BID DATE _____				
BIDDER'S NAME _____				
CONTRACT ITEM NO	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED	DBE Cert No AND EXPIRATION DATE	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE
<b>For Local Agency to Complete:</b> Local Agency Contract Number _____ Federal Aid Project Number _____ Federal Share _____ Contract Award Date _____  Local Agency certifies that the DBE certification(s) has been verified and all information is complete and accurate  _____ Print Name _____ Signature _____ Date _____ Local Agency Representative (Area Code) Telephone Number _____			Total Claimed Participation \$ _____  _____ %	
<b>For Caltrans Review:</b>  _____ Print Name _____ Signature _____ Date _____ Caltrans District Local Assistance Engineer			_____ Signature of Bidder  _____ Date _____ (Area Code) Tel No _____	
Local Agency Bidder DBE Information (Rev 3/09)				

Distribution (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project  
 (2) Copy -- Include in award package to Caltrans District Local Assistance  
 (3) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION  
(CONSTRUCTION CONTRACTS) (Revised 03/09)**

**SUCCESSFUL BIDDER:**

The form requires specific information regarding the construction contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Total Contract Amount, Bid Date, Bidder's Name, and Contract Goal.

The form has a column for the Contract Item Number (or Item No's) and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. The DBE should provide a certification number to the Contractor and expiration date. The DBE contractors should notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date bids are opened and include DBE address and phone number). Enter DBE prime and subcontractors certification number. Prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces if a DBE.

**IMPORTANT:** Identify **all** DBE firms participating in the project—including all UDBEs listed on the UDBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the total DBE dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts); to determine how to count the participation of DBE firms.

Exhibit 15-G (2) must be signed and dated by the successful bidder. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Contract Award Date, Federal Share, Contract and Project Number fields, and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

**SECTION 2.314 UDBE INFORMATION—GOOD FAITH EFFORTS**  
(Exhibit 15-H Caltrans LAPM)

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The \_\_\_\_\_ (City/County of) \_\_\_\_\_ established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of \_\_\_\_\_% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of UDBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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

Names, addresses and phone numbers of firms selected for the work above:

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

E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

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

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:



**City of Santa Cruz  
Spring 2011 Overlay Project**

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.**

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Section 2.315

**EXHIBIT 10-J STANDARD AGREEMENT FOR SUBCONTRACTOR/DBE PARTICIPATION**

**1. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

**2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an under-utilized DBE (UDBE) goal, the Contractor must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Contractor must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
  - 1. Black American
  - 2. Asian-Pacific American
  - 3. Native American
  - 4. Women
- C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

### **3. Performance of DBE Contractors and other DBE Subcontractors/Suppliers**

A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.

A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

### **5. Prompt Payment of Funds Withheld to Subcontractors**

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

B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## 6. DBE Records

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Contract Manager.

1) Prior to the fifteenth of each month, the Contractor shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

(2) The Contractor shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans' Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Contractor by the Agency's Contract Manager.

## 7. DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

**Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:**

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required

under the Agreement and of the general character described by the specifications.

If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.

Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**For DBE trucking companies: credit for DBEs will count towards DBE credit, and if a DBE is also a UDBE, credit will count towards the UDBE goal under the following conditions:**

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- B. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- C. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- D. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the

**City of Santa Cruz  
Spring 2011 Overlay Project**

transportation services provided by the lessee, since these services are not provided by the DBE.

- E. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

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2.32

**BIDDER'S BOND**

KNOW ALL MEN BY THESE PRESENT:

THAT WE, \_\_\_\_\_

AS PRINCIPAL, AND \_\_\_\_\_

AS SURETY, are held and firmly bound unto the City of Santa Cruz in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Santa Cruz for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Santa Cruz to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of \$ \_\_\_\_\_.

THE CONDITION OF THIS OBLIGATION IS SUCH

THAT, WHEREAS, the Principal has submitted the above-mentioned bid to the City of Santa Cruz, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at City Hall, 809 Center Street, Santa Cruz, CA 95060, on **March 31, 2011**.

**SPRING 2011 OVERLAY PROJECT  
West Cliff Drive  
Federal Project No. ESPL-5025 (052)**

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_(Seal)\_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal)\_\_\_\_\_(Seal)  
Principal Surety  
Address \_\_\_\_\_ Address \_\_\_\_\_

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

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**SECTION 3**  
**SUBMISSION OF DBE INFORMATION**  
**AWARD AND EXECUTION OF CONTRACT**

**3.01 GENERAL**

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

Bid protests are to be delivered to the following address: City of Santa Cruz Department of Public Works, 809 Center Street, Room 201, Santa Cruz, CA 95060.

The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

"LOCAL AGENCY BIDDER UDBE COMMITMENT " and "LOCAL AGENCY BIDDER DBE INFORMATION" forms will be provided by the Agency in the contract documents to be executed by the successful bidder. The purpose of the forms is to collect data required under 49 CFR Part 26. Even if no UDBE/DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "LOCAL AGENCY BIDDER UDBE COMMITMENT" and "LOCAL AGENCY BIDDER DBE INFORMATION" forms should include the names, addresses and phone numbers of UDBE/DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each UDBE/DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a UDBE/DBE, a description of the exact portion of that work to be performed or furnished by that UDBE/DBE should be included in the UDBE/DBE information, including the planned location of that work. A successful bidder certified as a UDBE/DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by UDBE/DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each UDBE/DBE that the UDBE/DBE is participating in the contract. A copy of a UDBE/DBE's quote will serve as written confirmation that the UDBE/DBE is participating in the contract. If a UDBE/DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "LOCAL AGENCY BIDDER UDBE COMMITMENT" and "LOCAL AGENCY BIDDER DBE INFORMATION" forms should be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

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### **3.03 CONSIDERATION OF PROPOSALS**

After the Proposals have been opened and read, they will be checked for accuracy and compliance with these Specifications. If the unit price and total amount named for any item do not agree, the unit price will be considered as representing the Bidder's intention.

The right is reserved to reject any or all Proposals; to waive an irregularity in a bid or bidding procedures; and to accept one schedule of a Proposal and reject another, unless the bidder specifically stipulates to the contrary.

### **3.04 AWARD OF CONTRACT**

The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose Proposal complies with the requirements prescribed and who is licensed in accordance with the law. Such award, if made, will be made within 30 days after the opening of the Proposals. If the lowest responsible bidder refuses or fails to execute the Contract, the City Council may award the Contract to the second lowest responsible bidder. Such award, if made, will be made within 45 days after the opening of the Proposals. If the second lowest responsible bidder refuses or fails to execute the Contract, the City Council may award the Contract to the third lowest responsible bidder. Such award, if made, will be made within 60 days after the opening of the Proposals. The periods of time specified above within which the award of Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

All Proposal will be compared on the basis of the City's estimate of the quantities of work to be done.

### **3.05 RETURN OF PROPOSAL GUARANTEES**

Within ten days after the award of the Contract to the lowest responsible bidder, the City will return the proposal guarantees, other than bidder's bonds, accompanying such of the Proposals as are not to be further considered in making the award. Retained proposal guarantees will be held until the Contract has been finally executed after which all proposal guarantees, except bidder's bonds and any guarantees which have been forfeited, will be returned to the bidders whose Proposals they accompany.

### **3.06 CONTRACT BONDS**

Prior to the execution of the Contract, the Contractor shall file with the City one or more surety bonds in the amounts and for the purpose noted below, duly executed by a solvent surety company satisfactory to the City, and he/she shall pay all premiums and costs thereof and incidental thereto. The bonds shall contain a provision that the surety thereon waives the provisions of Section 2819 of the Civil Code of the State of California.

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Each bond must be signed by both the Contractor and the Sureties.

The "Bond for Labor and Material" shall be in an amount of 100 percent of the Contract price as determined from the prices in the Proposal form, and shall insure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed Contract. This bond shall be maintained in full force and effect until all work under the Contract is completed and accepted by the City, and until all claims for materials and labor have been paid.

The "Bond for Faithful Performance" shall be in an amount of 100 percent of the Contract price as determined from the prices in the Proposal form, and shall be so conditioned as to insure the faithful performance by the Contractor of all work under the Contract. It shall also insure the replacing of, or making acceptable, any defective materials or faulty workmanship.

The Faithful Performance Surety Bond shall remain in effect to guarantee the repair and replacement of defective equipment, materials, and workmanship, discovered within one (1) year after final payment has been accepted by the Contractor and the payment to the City of all damages sustained by it on account of such defects, discovered within one (12) year, or in lieu thereof, a bond equal to ten (10) percent of the full amount of the Contract, may be substituted for the faithful performance bond upon completing and final acceptance and final payment for the work performed under the Contract, which shall remain in effect for a period of one (1) year to guarantee the repair and replacement and payment of damage. In all respects, the substitute bond shall satisfy the requirements and conditions of the original Faithful Performance Bond.

Should any surety or sureties be deemed unsatisfactory at any time by the City, notice will be given to the Contractor to that effect, and he/she shall forthwith substitute a new surety or sureties satisfactory to the City. No further payment shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the City.

All alterations, extensions of time, extra and additional work, and other changes authorized by these Specifications or any part of the Contract may be made without securing the consent of the surety or sureties on the contract bonds.

### **3.07 EXECUTION OF CONTRACT**

The Contract shall be signed by the successful bidder and returned, together with the contract bonds, within ten days, including Sundays and legal holidays, 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:

City of Santa Cruz / Department of Public Works  
Attn: Joshua Spangrud  
809 Center Street, Room 201  
Santa Cruz, CA 95060

**3.08 FAILURE TO EXECUTE CONTRACT**

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the Contract and file acceptable bonds as provided herein within ten days, including Sundays and legal holidays, after such bidder has received the Contract for execution shall be just cause for the annulment of the award and the forfeiture of the proposed guarantee.

**SECTION 4**  
**BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

**4.01 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the State Standard Specifications and these special provisions. The Contractor shall begin work within 10 calendar days after the contract has been approved by the City of Santa Cruz.

The Contractor shall begin work within 5 calendar days after the date of the notice to proceed, and shall diligently prosecute said work to completion except for the traffic signal work no longer than **40 WORKING DAYS** following the date of the Notice to Proceed.

The Contractor shall pay to the City of Santa Cruz the sum of \$4,500.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

**4.02 PRE-CONSTRUCTION CONFERENCE**

Prior to the issuance of the Notice to Proceed, a preconstruction conference will be held at the office of the City Engineer for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major sub-contractors.

**4.03 ARCHAEOLOGICAL DISCOVERIES**

All articles of archaeological interest which may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find will be decided under the direction of the Engineer.

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## SECTION 5 GENERAL CONDITIONS

### 5.01 WORK TO BE DONE

The work to be done consists of furnishing all labor, methods or processes, implements, tools, machinery, construction equipment, materials of any kind, and installed manufactured equipment, except as otherwise specified herein to be furnished by the City or from sources provided by the City, which are required to construct in a good workmanlike manner all the work herein provided for.

### 5.02 MAINTENANCE AND CLEAN-UP

West Cliff Drive is the City's primary tourist route, therefore extra care must be taken on dust control, maintenance and clean up. Throughout the construction period and on a daily basis, the Contractor shall keep the site of the work in a neat and clean condition, shall dispose of any surplus materials in an approved manner off the site, keep debris out of drainage ditches, and maintain proper housekeeping practices to the satisfaction of the Engineer.

When any material is to be disposed of outside of the easement or street or highway right-of-way, the Contractor shall first obtain written permission from the owner on whose property the disposal is to be made. Disposal must conform to grading ordinance of the jurisdiction in which the work is performed. Location of disposal sites shall be submitted to the Engineer for review and subject to his/her approval.

Upon completion of the work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the work of all rubbish, excess materials, falsework, temporary structures, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection, acceptance, and final payment will not be made until this has been accomplished.

### 5.03 CHANGES

The City may increase or decrease quantities of work to be done under the Contract, make revisions to the Drawings or Specifications, or require the performance of extra work and furnishing of materials therefore by the Contractor as the City requires for the proper completion or construction of the whole work contemplated. The City, at its option, may furnish said materials.

The changes will be set forth in written Contract Change Orders which specify the work to be done in connection with the changes, the basis of compensation for the work, and any adjustments of Contract time. Such Change Orders shall be approved by the Engineer.

Upon receipt of an approved Contract Change Order, or of written authorization from the Engineer setting forth a description of the change and agreed upon changes in Contract price, the Contractor shall proceed with the work so ordered.

In the absence of an approved Contract Change Order or written authorization, the Contractor shall not be entitled to payment for any changed or extra work or any adjustment of Contract time.

When the changes increase or decrease the cost of the work, an adjustment of the Contract price will be made as set forth in the Change Order. At the option of the City, the work which is changed may be paid for on the basis of force account.

New and unforeseen items of work will be classed as extra work when the item cannot be covered by any of the various items or combination of items for which there is a bid price. The Contractor shall do such work and furnish such materials and equipment as may be required in writing by the Director, and in the absence of such written order, he/she shall not be entitled to payment for such extra work. All bills for extra work done in any month shall be filed in writing with the Director before the fifteenth of the following month. For such extra work, the Contractor shall receive compensation at the prices previously agreed upon in writing, or upon a failure to agree upon prices, he/she shall be paid on force account. If the work is done on force account, compensation shall be in accordance with Section 5.73 of these Specifications. The city reserves the right to furnish any material deemed expedient and the Contractor shall have no claim for profit on the cost of such materials. All extra work shall be adjusted daily upon report sheets furnished to the Director by the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of extra work done.

#### **5.04 PROTESTS**

If the Contractor considers any work demanded of him/her to be outside of the requirements of the Contract, or considers any record or ruling or act or omissions of the Engineer to be unfair, he/she shall immediately, upon such work being demanded, or such record or ruling being made, ask in writing for written instructions or decision, whereupon he/she shall proceed without delay to perform the work or to conform to the record or ruling, and within 30 days after the date of receipt of the written instruction or decision, he/she shall file a written protest with the Engineer stating clearly and in detail the basis of his/her protest. Except for such protests as are made of record in the manner herein specified and within the time limit stated, the records, rulings, instructions, decision, and acts or omissions of the director shall be final and conclusive. Instructions and decisions of the Engineer contained in letters transmitting Drawings to the Contractor shall be considered as written instructions and decisions subject to protest in the manner herein described.

## 5.05 CONTRACTOR'S INSURANCE

**5.05.01** General - Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

**5.05.02** Minimum Scope of Insurance - Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form (G0009 11 88 Owners and Contractors Protective Liability Coverage Form - Coverage for Operations of Designated Contractor).
3. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
4. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
5. Course of Construction insurance covering all risks of loss.

**5.05.03** Minimum Limits of Insurance - Contractor shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, operations, personal injury and property damage. If (Including products and other aggregate limit is separately limit shall be completed operations) form with a general used, either the general aggregate limit shall apply to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Course of Construction: Completed value of the project with no coinsurance penalty provisions.

**5.05.04** Deductibles and Self-Insured Retentions - Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**5.05.05** Other Insurance Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Santa Cruz, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the

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contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the City.

**5.05.06** Acceptability of Insurers - Insurance is to be placed with insurers with a current A.M.Best's rating of no less than A:VII.

**5.05.07** Verification of Coverage - Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

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

**5.05.09** Insurance Coverage on Joint Project - In the event the work called for in this contract is to be performed as a joint Project with the State of California, or a county, or any city within a county, or other agency, or is to be performed on lands under the jurisdiction of the State of California, or county or any city within a county, the policy of insurance required by paragraph entitled "Type of Coverage" shall name the State of California, that county, and/or that city or other agency in addition to naming city and the statement contained in paragraph entitled "Insurance Provisions," shall be modified accordingly.

**5.05.10** Indemnification - Section 3.07.03 of the City of Santa Cruz Standard Specifications is amended to read as follows: The insurance provided by the above insurance policy shall name as additional insured the City of Santa Cruz, its officers, agents, and employees and shall be primary insurance to the full limits of liability stated

above to said additional insured. If said additional insured have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. The comprehensive general liability shall be endorsed to provide insurance to said additional insured with respect to omissions and supervisory acts or omissions, including passive negligence with respect to said work, and shall not be subject to reduction or cancellation without thirty (30) days prior written notice to the City of Santa Cruz. Nothing contained in this section shall be construed to require any such insurer, which has named the City as additional insured to indemnify the City for losses attributable to the active negligence of the City of Santa Cruz, its officers, agents, or employees.

The last sentence of the second paragraph of Section 7.18 of the City of Santa Cruz Standard Specifications is amended to read as follows: Except as provided in Section 3.07, this provision shall not be deemed to require the Contractor to indemnify the City against liability for damages arising from the active negligence or willful misconduct of the City or its agents, servants, or independent contractors who are directly responsible to the City.

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#### **5.07 AUTHORITY OF ENGINEER**

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate or progress of the work; all questions which may arise as to the interpretation of the Drawings and Specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. His/her decision shall be final and he/she shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

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#### **5.10 CONFORMITY WITH DRAWINGS AND ALLOWABLE DEVIATIONS**

Finished work in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved Drawings furnished by the City. Deviations from the Drawings as may be required by the exigencies of construction will be determined by the Engineer.

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## **5.12 SUPERINTENDENCE**

The Contractor shall designate in writing before starting work, an authorized representative who shall have complete authority to represent and act for the Contractor. Where the Contractor is comprised of two or more persons, partnerships or corporations, functioning on a joint venture basis, said Contractor shall designate in writing to the Engineer the name of their authorized representative who shall have full authority to direct the work and to whom orders will be given by the Engineer, to be received and obeyed by the Contractor. Said authorized representative of the Contractor shall normally be present at the site of the work at all times while work is prosecuted. Arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Whenever the Contractor or his/her authorized representative is not present on any part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the Superintendent or foreman or authorized representative who may have charge of the particular work in reference to which the orders are given. Any order given by the Engineer, not otherwise required by the Specifications to be in writing, will, on request of the Contractor, be given or confirmed by the Engineer in writing.

## **5.13 LAYOUT OF WORK AND SURVEYS**

All work shall be constructed to the lines and elevations shown on the Contract drawings.

It is the Contractor's responsibility to perform construction surveys, place temporary survey markers and layout the project in conformance with the Contract drawings. The Contractor shall also be responsible for removal of any temporary survey markers at the conclusion of the project.

## **5.14 INSPECTION**

The Engineer and his/her representatives shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the Drawings and Specifications. All work done and all materials furnished shall be subject to his/her inspection and approval.

The inspection of the work or materials shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected,

notwithstanding that such work or materials have been previously inspected by the Engineer or payment therefor has been included in a progress estimate.

The day-to-day inspection performed by the various inspectors employed by the City shall not constitute approval or ratification of work improperly done by the Contractor. The Engineer is the only person authorized to recommend acceptance or rejection of work and materials.

The presence or absence of an inspector during performance of the work shall not relieve the Contractor of any of his/her obligations to fulfill his/her Contract as prescribed. It shall be the duty of the Contractor to see that the provisions of these Specifications are complied with in detail, irrespective of the inspection given the work during its progress by the Engineer or his/her representatives. Any plan or method suggested to the Contractor by the Engineer or an inspector, but not specified or required, if adopted or followed in whole or in part, shall be used at the risk and responsibility of the Contractor, and the City and the Engineer will assume no responsibility therefor.

Projects financed in whole or part with Federal or State funds shall be subject to inspection at all times by the Federal or State agency involved.

#### **5.15 TESTING BY CONTRACTOR**

The Contractor shall be responsible for controlling the quality of the material entering the work and of the work performed, and shall perform testing as necessary to ensure such control. The test methods used for such quality control testing shall be as determined by the Contractor. The results of such testing shall be made available to the Engineer upon request. Such tests are for the Contractor's use in controlling the work and will not be accepted for use as acceptance tests.

Full compensation for performing such tests and making the results available to the Engineer shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

#### **5.16 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORKS**

All work that has been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner at no additional cost to the City.

Any work done beyond the lines and grades shown on the Drawings or established by the City, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Work so done may be ordered remedied, removed, or replaced. If the Contractor should fail to comply promptly with any order of the Engineer made under the provisions of this Section, the Engineer may cause rejected or

unauthorized work to be remedied, removed, or replaced, and the costs thereof to be deducted from any moneys due or to become due the Contractor.

If any portion of the work done or materials furnished under the Contract shall prove defective or not in accordance with the Specifications and Contract drawings, and if the imperfection in the same shall not be of sufficient magnitude or importance to make the work dangerous or undesirable, or if the removal of such work is impracticable or will create conditions which are dangerous or undesirable, the director shall have the right and authority to retain the work instead of requiring it to be removed and reconstructed, but he/she shall make such deductions therefor in the payment due or to become due the Contractor as may be just and reasonable.

### **5.17 CONSTRUCTION EQUIPMENT AND PLANT**

Only equipment and plant suited to produce the quality of work required will be permitted to operate the work.

Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity and of such character to ensure the production of sufficient material to carry the work to completion within the time limit.

The Contractor shall provide adequate and suitable equipment and plant to meet the above requirements; and, when ordered by the Engineer, shall remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plant.

Each machine or unit of equipment shall be operated by a man experienced in handling the particular make of machine or unit of equipment in use, and shall not be operated at a speed or rate of production in excess of that recommended by the manufacturer.

The Contractor shall identify each piece of his/her equipment other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location. In addition, the make, model number, and empty gross weight of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight.

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### **5.19 USE OF COMPLETED PORTIONS**

The City shall have the right at any time during the progress of the work, to take over and place in service any completed or partially completed portions of the work, notwithstanding the fact that time for completion of the entire work or such portions may



not have expired; but such taking possessions thereof shall not be deemed an acceptance of any other portions of the work, nor work on those portions not completed in accordance with the Contract documents.

## **5.20 LEGAL ADDRESS OF THE CONTRACTOR**

Both the address given in the Proposal and Contractor's office in the vicinity of the work are hereby designated as places to either of which drawings, letters, notices, or other articles of communications to the Contractor may be mailed or delivered. The mailing or delivery at either of these places shall be deemed sufficient notice thereof upon the Contractor. Nothing herein contained shall be deemed to preclude the service of any drawing, letter, notice, article, or communication to or upon the Contractor or his/her representative personally. The address named in the Proposal may be changed at any time by written notice, from the Contractor to the City.

## **5.21 FINAL INSPECTION**

When the work authorized by the Contract has been completed, the Engineer will make the final inspection.

## **5.22 ACCEPTANCE OF CONTRACT**

When the Engineer has made the final inspection in accordance with these Specifications and determines that the Contract has been completed in all respects in accordance with the drawings and Specifications, he/she will recommend that the City Council formally accept the Work of Improvement. Immediately upon such acceptance by the City, the Contractor will be relieved of the responsibility imposed upon him/her by Section 6.18 from that date on.

## **5.23 COORDINATION OF SPECIFICATIONS & DRAWINGS**

The State Standard Specifications, Standard Provisions, Technical Special Provisions, Drawings, Contract Change Orders, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of conflict, the following shall be the rules of interpretation:

Drawings shall govern over the Standard Provisions; the Special Provisions shall govern over both the Standard Provisions and the Drawings.

Detail Drawings shall govern over General Drawings. Figures written on Drawings shall govern over the Drawings themselves.

## **5.24 INTERPRETATION OF SPECIFICATIONS & DRAWINGS**

The work herein provided for is to be done in accordance with the Specifications and Drawings on file in the office of the City Clerk and the Public Works Department. All corrections of readily apparent errors or omissions in Specifications or Drawings may be made by the Director when such corrections are necessary for the proper fulfillment of their intention as construed by him. The misplacement, addition, or omission of any work, letter, figure, or punctuation mark which has no substantive legal effect will in no way change the due spirit, intent, or meaning of these Specifications.

Any part of the work which is not mentioned in these Specifications but is shown on the Drawings, or any part of the work not shown on the Drawings but described in these Specifications, or any part not shown on the Drawings or described in these Specifications, or any part not shown on the Drawings or described in these Specifications but which is reasonably or ordinarily implied by either, shall be furnished and installed by the Contractor as if fully described in these Specifications and shown upon the Drawings.

Should it appear that the work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Specifications or on the Drawings, or if the Contractor discovers any discrepancies during the course of the work between the Contract Drawings and conditions in the field, or any errors or omissions in the Contract Drawings, the Specifications, or in the layout given by stakes, points, or instructions, the bidder or Contractor shall apply in writing to the Director for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or questions arising respecting the true meaning of the Specifications or Drawings, reference shall be made in writing to the Director, whose decision thereon shall be final. Any work done after such discovery until authorized by the Director, will be done at the Contractor's risk.

## **5.25 STATE SPECIFICATIONS**

Where specifically required, the work set forth in these Specifications shall be accomplished in accordance with appropriate provisions of the State of California Standard Specifications, dated May 2006, Section 1 to Section 95 inclusive, insofar as they apply. Said Specifications are herein referred to as the State Standard Specifications and are by reference made a part of these Specifications the same as though set out in full. In the event of conflict between the State Standard Specifications and the Standard, Special, or Technical Provisions of these Specifications or the Drawings, these Specifications and Drawings shall apply.

## **5.26 REASONABLENESS OF INTERPRETATIONS**

All interpretations of these Specifications and the Drawings by the City and decisions made thereon by the Director will not be arbitrary, capricious, or unreasonable.

## **5.27 LAWS TO BE OBSERVED**

The Contractor shall keep himself/herself fully informed of all existing and future State and Federal laws and County and Municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. He/she shall at time observe and comply with, and shall cause all his/her agents and employees to observe and comply with, all such applicable existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction of authority over the work; and shall protect and indemnify the City, the City Council, the Director and Consulting Engineer, and all of its and their officers and agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or Contract for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the director in writing.

## **5.28 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

## **5.29 PREVAILING WAGES**

In accordance with provisions of Section 1773 of the Labor Code, the City has ascertained the general prevailing rate of wages applicable to the particular craft, classification, or type of workers employed on the work. These rates are set forth in the Notice to Contractors.

The Contractor shall forfeit as a penalty to the City, \$25 for each day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under the Contract by him/her or by any subcontractor under him/her, in violation of the provisions of the Labor Code, particularly, Section 1770 through 1780 inclusive.

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment, or tools used in or upon the work shall be considered a part of the work to be performed under the Contract any laborers, workers, or mechanics working on such machinery, equipment, or tools, shall be subject to all of the requirements relating to labor set forth in the Contract.

The construction, erection, and operation of material production, proportioning, or mixing plants from which material is used wholly on the Contract or on Contracts under the supervision of the City, shall be considered a part of the work to be performed under the Contract and any laborers, workers, or mechanics working on such plants shall be subject to all of the requirements relating to labor set forth in the Contract.

### **5.30 HOURS OF LABOR**

Eight hours' labor constitutes a legal day's work. The Contractor shall forfeit as a penalty to the city \$25 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each day during which such worker is required or permitted to labor more than eight hours in violation of Labor Code Sections 1810 to 1815, inclusive, except as provided for under Labor Code Section 1815.

### **5.31 APPRENTICES**

The Contractor's attention is directed to the provisions in Section 1777.5, (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him.

Section 1777.5, as amended, requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used on the performance of the Contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- A. When unemployment in the area of coverage by the Joint Apprenticeship Committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or

- B. When the number of apprentices in training in the area, exceeds a ratio of one to five, or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the Contractor provides evidence that he/she employs registered apprentices on all of his/her contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he/she employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor under him/her shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

### **5.32 PERMITS AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work, except as provided in the Special Provisions.

### **5.33 PATENTS & COPYRIGHTS**

The Contractor shall assume all costs arising from the use of, and shall hold and save the City and the Council, its offices, agents, and employees, harmless from liability of any nature and kind, including costs and expenses, for or on account of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, equipment, device, or appliance manufactured, furnished, or used by his/her in the performance of the Contract, including their use by the City, unless otherwise specifically stipulated in the Specifications.

### **5.34 SANITARY FACILITIES**

The Contractor shall conform to the rules and regulations pertaining to sanitary provisions as established by the State of California and the County of Santa Cruz as may be applicable.

### **5.35 PUBLIC SAFETY**

The Contractor shall, at his/her own expense, furnish, erect and maintain such fences, barriers, lights, bridges, and signs and provide such flagmen and guards as are necessary in the opinion of the Director of public agency having jurisdiction to give adequate warning to the public of the construction and of any dangerous condition to be encountered as a result thereof.

No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic. Spillage resulting from hauling operations along or across any public traveled way shall be removed promptly.

Whenever the Contractor's operations require one-way traffic or create a condition hazardous to public traffic, he/she shall provide and station competent flagmen whose sole duties shall consist of directing the movement of public traffic through or around the work.

### **5.36 ACCIDENT PREVENTION**

The Contractor shall comply with all pertinent safety orders of the State of California, Department of Industrial Relations, Division of Industrial Safety, and U.S. Department of Labor, OSHA, and will also take or cause to be taken such additional measures as may be necessary for the prevention of accidents.

Prior to commencement of work, the Contractor shall (1) submit in writing his/her proposals for effectuating his/her provisions for accident prevention, and (2) meet in conference with the Director to discuss and develop mutual understandings relative to administration of an overall safety program.

During the performance of work under the Contract, the Contractor shall institute controls and procedures for the control and safety of persons visiting the job site.

The Contractor shall maintain an accurate record of, and shall report to the Director in writing, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment incident to work performed under the Contract.

The Director will notify the Contractor of any noncompliance with the foregoing provisions. The Contractor shall after receipt of such notice, immediately take corrective action. If the Contractor fails or refuses to comply immediately, the matter will be referred to proper authority. No part of the time lost due to any stop order issued by proper authority shall be made the subject or claim for extension of time or for extra costs or damages by the Contractor.

Compliance with the provisions of this Section by subcontractors will be the responsibility of the Contractor.

No direct payment will be made by reason of the provisions of this Section and all costs in connection therewith shall be included in the prices paid for various Contract items of work.

### **5.37 EXPLOSIVES**

Explosives are not permitted.

### **5.38 FIRES**

Fires are not permitted.

### **5.39 INTERFERENCE WITH FIRE HYDRANTS, HIGHWAYS, AND FENCES**

The Contractor shall so conduct his/her operations as not to close or obstruct any portion of any highway, road, or street, or prevent in any way free access to fire hydrants until he/she has obtained permits therefor from the proper authorities. If any highway required to be kept open shall be rendered unsafe by the Contractor's operation he/she shall make such repairs or provide such temporary guards as shall be acceptable to the authorities having jurisdiction and to the Engineer. Any highway or street maintenance or repair work required by local authorities in connection with necessary operations under the Contract shall be performed by the Contractor at his/her own cost and expense. Fences subject to interference shall be maintained as effective barriers consistent with the original intent, but upon approval of the Engineer, they may be moved or rearranged to facilitate prosecution of the work until the work is finished, after which they shall be restored to their original or better condition.

### **5.40 PRESERVATION OF PROPERTY**

Due care shall be exercised to avoid damage to existing improvements, utility facilities, and adjacent property. The fact that any pipe or underground facility is not shown on the

drawings shall not relieve the Contractor of his/her responsibility of ascertaining the existence of any underground improvements or facilities, which may be subject to damage by reason of his/her operation.

Any obstructions along the line of work, such as mail or paper boxes, posts, fences, culverts, improvements, etc., which interfere with the Contractor's operation shall be carefully removed and replaced by the Contractor as soon as possible in a satisfactory condition. Trees and shrubbery that are not to be removed, and pole lines, fences, signs, survey markers and monuments, buildings, and structures, conduits, under or above ground pipelines, and any other improvements and facilities adjacent to the work shall be protected from injury or damage and, if ordered by the Engineer, the Contractor shall provide and install suitable safeguards to protect such objects from injury or damage.

If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the Specifications accompanying the work being performed under the Contract. When it becomes necessary for the Contractor to remove an existing fence as an obstruction to the work, the Contractor shall provide the necessary temporary fencing to be functionally as effective as the original for protection of livestock, equipment, or property.

Only those trees specifically designated for removal on the Contract drawings shall be removed, except with specific approval of the Engineer. Tree branches that extend over the work and must be removed shall be cut off at the bole in a workmanlike manner. The Contractor shall then remove other branches so that the tree will present a balanced appearance. Scars resulting from the removal of branches shall be treated with a heavy coat of an approved tree seal. The Engineer may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

No direct payment will be made by reason of the provisions of this Section and all costs in connection therewith shall be included in the prices paid for the various Contract items of work.

The Contractor, and his/her employees and agents, shall at all times observe and comply with all conditions imposed by any instrument granting the right to enter upon property for the purpose of performing the work provided for herein, including, but not limited to, all conditions relative to the prevention and suppression of fires.

#### **5.41 PUBLIC CONVENIENCE**

Contractor's attention is directed to Section 7-1.08, "Public Convenience of the State Standard Specifications."



Unless otherwise provided in the special provisions, all public traffic shall be permitted to pass through the work, and the Contractor shall so conduct his/her operations as to offer the least possible obstruction and inconvenience to the public. He/she shall have under construction no greater length or amount of work than can be prosecuted properly with due regard to the rights of the public, and the Engineer shall be the sole judge of the length or amount of work which will afford proper convenience to the public. In addition to the requirements for furnishing facilities for public safety as specified in Section 5.34, the Contractor shall erect such warning and directional signs as may be necessary, in the opinion of the Director, for expediting the passage of public traffic through or around the work and the approaches thereto. All such signs and traffic maintenance shall be subject to the approval of the Engineer, and he/she shall be notified 24 hours in advance of any disturbance of existing traffic patterns. No changes shall be made until approved by the Engineer.

Traffic signs, existing within the limits of the project, such as STOP signs, shall be placed in a bucket of sand, or otherwise maintained in an upright position, and located so as to properly control traffic, whenever it is necessary to remove them from their permanent location due to construction of the work, and shall be reinstalled in their permanent location at the earliest possible time.

Where pipelines to be installed under the Contract cross certain designated streets or highways, as noted on the plans, the Contractor will only be permitted to open the trench one-half the width of the pavement at any one time so that one-way traffic can be maintained.

Construction operations shall also be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance caused by the Contractor's operations. Convenient access to driveways, houses, and buildings along the line of work shall be maintained fully by the Contractor, and temporary approaches to crossing or intersecting roads or streets shall be provided and kept in good condition.

When traffic control signals are shut down as provided in Section 8601.05 of the State Standard Specifications, the Contractor shall control traffic by use of flagmen, as directed by the Engineer, at those locations set forth in the Special Provisions. No STOP signs will be permitted at these locations. The flagmen required for this operation shall be paid for by the Contractor.

All of the foregoing requirements shall apply on weekends and holidays, if considered necessary by the Engineer. The Engineer may take action as necessary to provide for public convenience and charge the cost thereof to the Contractor if no representative of the Contractor is available to do same.

#### **5.42 CONTRACTOR'S RESPONSIBILITY FOR WORK**

Until the formal acceptance of the work, the Contractor shall have the charge and care of the work and of the materials to be used therein, and shall bear the risk of injury, loss, or damage, to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The materials to be used in the work include both those furnished by the City and those furnished by the Contractor, including materials for which the Contractor has received partial payment as provided in Section 5.75.

#### **5.43 RESPONSIBILITY FOR DAMAGES**

The City, the City Council, the Engineer, and all officers and employees of the City shall not be answerable or accountable in any manner, for any loss or damage that may occur to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workers or the public; for damage to property from any cause which might have been prevented by the Contractor or his/her workers, or anyone employed by his/her; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard.

The Contractor shall be responsible for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of work or at any time before its completion and final acceptance and during the period of the project guarantee. The Contractor shall assume the defense and indemnify and save harmless the City, or Director, and their officers and employees, from every expense, liability or payment by reason of injury (including death) to persons or damage to property suffered through any act or omission, including passive and/or active negligence, of the Contractor or any of his/her subcontractors, or anyone directly or indirectly employed by either of them, or from the condition of the premises while in the control of the Contractor or any of his/her subcontractors, or anyone directly or indirectly employed by either of them, or arising in any way from the work called for by this Contract. Except as provided in Section 5.05, this provision shall not be deemed to require the Contractor to indemnify the City against liability for damages arising from the sole active negligence or willful misconduct of the City or its agents, servants, or independent Contractors who are directly responsible to the City.

#### **5.44 PAYMENT OF TAXES**

The Contract prices paid for the work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by the Federal, State, or local government.

#### **5.45 PROPERTY RIGHTS IN MATERIALS**

Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for 80 percent of the value of materials delivered to the site of the work, whether or not they have been so attached or affixed. All such materials shall become the property of the City upon being so attached or affixed upon payment of such 80 percent of the value of materials delivered by the Contractor on the ground and not used, as provided in Section 5.75.

#### **5.46 RIGHTS IN LAND & IMPROVEMENTS**

Nothing in these Specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any owner, former owner, or tenant of such land, structure, or building.

#### **5.47 TITLE TO MATERIALS FOUND ON THE WORK**

The title to all water and to the right to the use of all water, to all soil, stone, gravel, sand, minerals, and all other materials developed or obtained in the excavation or other operations by the Contractor or any subcontractor, or any of their employees, and the right to use or dispose of the same, are hereby expressly reserved in the City and neither the Contractor, nor any subcontractor, nor any of their employees shall have any right, title, or interest in or to any part thereof; neither shall they, nor any of them, assert or make any claim thereto. The Contractor may be permitted to use in the work without charge any such materials that meet the requirements of these Specifications.

#### **5.48 PERSONAL LIABILITY**

Neither the members of the City Council, the Director, the Consulting Engineer, nor any other officer or employee of the City shall be personally responsible for any liability arising under the Contract.

#### **5.49 TRESPASS**

The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by the Contractor, any subcontractor or their employees in the course

of their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

### **5.50 SUBCONTRACTING**

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," and these special provisions.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

### **5.51 PERFORMANCE OF SUBCONTRACTORS**

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

### **5.520 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

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

### **5.521 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

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

### **5.53 PROTECTION OF PUBLIC UTILITIES**

Attention is directed to Section 4215, Chapter 3.1 to Division 5 of Title I of the Government code concerning the protection of public utilities on public contracts.

The Contractor will be required to work around public utility facilities that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and he/she will be held liable to the owners of such facilities for any damage or interference with service resulting from his/her operations.

The exact locations of underground facilities and improvements within the construction area shall be ascertained by the Contractor before using equipment that may damage or interfere with service resulting from his/her operations. It shall be the Contractor's responsibility to notify public utilities that he/she is working in the vicinity of their facilities.

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

Notification Center	Phone #
Underground Service Alert – Northern California	800-227-2600
Underground Service Alert – Southern California	800-422-4133
Western Utilities Underground Alert, Inc.	800-541-3447

Other forces may be engaged in moving or reconstructing utility facilities or maintaining service of utility facilities, and the Contractor shall cooperate with such forces and conduct his/her operations in such a manner as to avoid unnecessary delay or hindrance to the work being performed by such other forces.

The City owns, operates, and maintains its own water and sewer distribution and collection systems and will cooperate with the Contractor insofar as it is reasonable and practicable. Water, as required for City projects, may be obtained at City-owned fire hydrants provided that application is made to the Water Department and permission obtained with provision for payment.

Full compensation for conforming to the requirements of this Section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

#### **5.54 PUBLICATIONS**

The Contractor shall submit and obtain written approval from the Engineer prior to the publication of any technical articles, descriptions, or news releases, concerning this project. Approval shall be granted providing that the City is properly acknowledged, technical innovations are properly acknowledged, and such publication is in the best interest of the City.

#### **5.55 LANDS & RIGHTS-OF-WAY**

The City shall provide the lands, rights-of-way and easements upon which the work under this Contract is to be done, and such other lands as may be designated on the

Contract Drawings for the use of the Contractor and the Contractor shall confine his/her operations to within these limits.

The Contractor shall provide at his/her own expense any additional land and access thereto that may be required for temporary construction facilities or for storage of materials.

#### **5.56 ASSIGNMENT**

The performance of the Contract may not be assigned except upon the written consent of the City Council. Consent will not be given to any proposed assignment which would relieve the original Contractor or his/her surety of their responsibilities under the Contract.

The Contract may assign moneys due or to become due him/her under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper setoffs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the work in the event that the Contractor should be in default therein.

#### **5.57 COMMENCEMENT OF WORK**

The Contractor shall not begin work until he/she has received notice to proceed from the City, and shall upon receiving notice, begin work within the time specified in the notice. After receipt of said notice, the Contractor shall diligently prosecute the work to completion. The Contractor shall provide written notice to the Engineer of the Contractor's intention to start work, specifying the date on which he/she intends to start at least 24 hours in advance.

#### **5.58 WORK PROGRESS SCHEDULE**

The Contractor shall, prior to beginning work, submit to the Engineer for approval a practicable work schedule as specified in these special provisions.

#### **5.59 TEMPORARY SUSPENSION OF WORK**

The Engineer shall have the authority to suspend the work wholly or in part, for such period as he/she may deem necessary when work is being performed in unsuitable weather, or when any other conditions are considered unfavorable for the proper prosecution of the work. The Engineer shall also have authority to suspend the work

wholly or in part because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Contract. The Contractor shall immediately comply with the written order of the Engineer to suspend the work wholly or in part. Work suspended wholly or in part shall be resumed by the Contractor on written order of the Engineer when conditions are favorable and methods corrected.

#### **5.60 TEMPORARY SUSPENSION OF WORK FOR THE CONVENIENCE & BENEFIT OF THE CITY**

The Engineer may order the Contractor in writing to temporarily suspend all or any part of the work for such period of time as may be determined by the Engineer to be necessary or desirable for the convenience and benefit of the City. Where such suspension has been ordered in writing as above provided and where such suspension unreasonably delays the progress of the work, the City shall make an equitable adjustment in the Contract price and Contract time.

#### **5.61 SUSPENSION OF WORK BECAUSE OF CONDITIONS BEYOND CONTROL OF CITY OR CONTRACTOR**

Should the work of this Contract be suspended for a period of over one (1) year due to war conditions, labor conditions, legal actions, or for any other reason beyond the control of either the City or the Contractor, the work may be terminated by mutual agreement subject to the following conditions. The City shall be responsible for payment for the actual work accomplished only, based on bid prices. The pro-rated cost of such work, where not fully covered by unit costs or bid items, shall be determined by an evaluation of the work done and the bid costs. Such determination shall be by an Evaluation Board consisting of one member appointed by the City and serving as Chairman, one member appointed by the Contractor, and a third member appointed by joint action of the Contractor and the City as a mutually acceptable, uninterested, neutral, qualified member of the Evaluation Board. The Contractor and the City shall be bound by the decision of the Evaluation Board.

#### **5.62 TERMINATION OF UNSATISFACTORY SUBCONTRACTS**

When any portion of the work which has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the subcontract for such work shall be terminated immediately by the Contractor upon written notice from the Engineer, and the subcontractor shall not again be employed on the type of work in which his/her performance was unsatisfactory.



### **5.63 CHARACTER OF WORKERS**

If any subcontractor or person employed by the Contractor or subcontractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he/she shall be removed from the work immediately on the request of the Director, and such persons shall not again be employed on the work.

### **5.64 TERMINATION OF CONTRACT**

If the Contractor should fail to supply sufficient men, material, supplies, and equipment, the City shall give written notice to the Contractor, which notice shall require that the Contractor supply sufficient men, supplies, materials, and equipment to diligently prosecute the project. If the Contractor fails to resume diligent prosecution of the work within 48 hours after such notice is delivered, the City may eject the Contractor from the job, take over all supplies, equipment, and material of the Contractor on the jobsite, and may either obtain another contractor to finish the project or the City may finish the project with its own forces. In such event, the Contractor shall be liable to the City for damages including but not limited to the full cost of completing the project.

### **5.65 RIGHT-OF-WAY DELAYS**

If performance of the Contractor's work is delayed as the result of the failure of the City to acquire or provide right-of-way, an extension of time will be granted pursuant to provisions of Section 4.01.

### **5.66 CONTRACTOR'S COST DATA**

The City, or any of its duly authorized representatives shall, until the expiration of three years after final payment under this Contract or any subcontract under it, have access to and the right to examine any of the Contractor's or subcontractor's payrolls, records of personnel, invoices of materials, records of plant and equipment costs, and any and all other directly pertinent books, documents, papers, and records of such Contractor or subcontractors, involving transactions related to said Contract or subcontracts. In the event State or Federal funds are involved in the financing of the project, the State or Federal Government shall have the same rights of inspection as the City.

### **5.67 COORDINATION WITH UTILITIES**

The Contractor shall be required to coordinate the work with the removal or relocation of any utility facility by any utility company or public agency where the utility facility is shown on the plans or specified in the Special Provisions to be removed or relocated by

such company or agency. It shall be the Contractor's sole responsibility to effect said coordination, and it shall be deemed, upon his/her submission of a Proposal and Schedule to do Work, that the Contractor has reviewed his/her working plans with and coordinated any utility facility removal or relocation with all appropriate utility companies and public agencies.

In general, the location of existing utility facilities as shown on the drawings are approximate. This information has been obtained from utility maps furnished by the various agencies involved, and the City does not guarantee either the correctness of locations or the extent of such location. Minor lines such as house water, gas, and sewer facilities are not shown. It shall be the responsibility of the Contractor to ascertain the exact location of the utility facilities, and no additional compensation may be claimed for additional work involved because the actual location is different than that shown on the plans.

In the event that a utility facility is encountered which is neither shown on the plans nor specified in the Special Provisions, the Contractor shall immediately notify the City in writing. The City will either have the appropriate utility company or public agency relocate the facility, or the City will direct the Contractor to relocate the facility under the Force Account provisions of these Specifications. No additional compensation may be claimed because of the delays due to utilities encountered along the line of the work. The Contractor will not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the City of the owner of the utility facility to provide for removal or relocation of existing utility facilities.

Unless otherwise indicated on the Drawings or specified in the Special Provisions, the Contractor shall maintain in service all drainage, water, gas and sewer lines, including house services, power, lighting and telephone conduits, and any other surface or subsurface structure or facility of any nature that may be affected by the work; provided, however, that the Contractor for his/her convenience may arrange with the owner to temporarily disconnect house service lines or other facilities along the line of the work. The cost of disconnecting and restoring such utilities shall be borne by the Contractor.

The Contractor is responsible for the protection of and for any damage to any utility facility encountered on the project during the prosecution of the work. Any such damage to a utility facility shall be repaired to the satisfaction of the utility owning the same. The City reserves the right, if so requested by the owner, to permit the owner to repair such damage. All expenses of whatever nature arising from such damage shall be borne by the Contractor.

#### **5.68 RESPONSIBILITY FOR ACCURACY**

The Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work, for the accuracy of all of which he/she shall be responsible. Each

subcontractor shall adjust, correct, and coordinate his/her work with the work of others so that no discrepancies will result in the whole work.

Contractor shall notify the Engineer immediately of any discrepancies in the lines, levels, or grades established by the Engineer.

Unless authorized by the Engineer, any work done with known discrepancies or without lines, levels, or grades established by the Engineer shall be done at the Contractor's risk.

#### **5.69 TEMPORARY FACILITIES & SERVICES**

The Contractor shall be responsible for providing and maintaining the necessary storage places, field office, temporary roads, fences, watchmen, etc., and required utilities, such as telephone, electric, and water service, at his/her expense. No water shall be withdrawn from fire hydrants for construction purposes until the Contractor gets approval of the owner for such a connection.

#### **5.70 UNFAVORABLE WEATHER & OTHER CONDITIONS**

During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work of which the satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless by special means of precautions approved by the Engineer the Contractor shall be able to overcome them.

#### **5.71 WEEKEND, HOLIDAY, AND NIGHT WORK**

No work shall be done between the hours of 7 PM and 8 AM, nor on Saturdays, Sundays or legal holidays except with the permission of the Engineer, except in case of an emergency.

It is understood, however, that two or three shift operations may be established as a regular procedure by the Contractor if he/she first obtains written permission from the Engineer. Such permission may be revoked by the Engineer at any time if the Contractor fails to maintain adequate force and equipment for reasonable prosecution and to justify inspection of the work or fails to provide sufficient artificial light to permit the work to be carried on properly and to permit proper inspection.

The Contractor shall give the Engineer 24 hours prior notice of any work to be done on a Saturday, with the location and type of work to be done specified; and any work done without such notice and without the presence of an inspector may be ordered removed and replaced at the Contractor's expense.

determined due less the amount retained will be paid. This retained amount will not be due or payable until 35 days after the completion of the work and the filing of Notice of Completion and Acceptance in the manner provided by law and until after the Contractor has furnished the City a release by all claims by the Contractor against the City arising by virtue of this Contract except such claims in definite amounts as the Contractor may specifically exempt from the operation of the release.

At the earliest practicable time after having filed a claim, either during the performance of the work or after its completion as specified in the foregoing paragraph, it shall be the responsibility of the Contractor to submit in writing the basis for each claim, reference to applicable provisions of the Specifications, the method of computation of the amount claimed due, and all other factual data pertaining thereto. Failure to submit such information and details within the 90 days after filing said claims will be sufficient cause for denying the claims. No claim will be considered where there has been a failure to comply with the requirements of Section 5.04.

#### **5.79 SCOPE OF PAYMENT**

Payment for all items of work at the unit or lump sum price shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the item of work, and no additional allowance will be made therefor.

#### **5.80 GUARANTEE**

Should any failure of the work occur within a period of one year after acceptance of the project by the City, which can be attributed to faulty materials, poor workmanship, or defective equipment, or should discovery be made within this period of any non-compliance with the Plans and Specifications, the Contractor shall promptly make the needed repairs, replacement, or installation at his/her expense.

The City is hereby authorized to make such repairs if the Contractor fails to make or undertake with due diligence the aforesaid repairs within ten days after he/she is given written notice of such failure; provided however, that in case of emergency where, in the opinion of the Engineer, delay would cause serious loss or damages, or a serious hazard to the public, the repairs may be made or lights, signs, and barricades erected without prior notice to the Contractor, and the Contractor shall pay the entire costs thereof.

Unless otherwise set forth in the Special Provisions, as a condition precedent to the acceptance of the Contract, the Contractor shall furnish a corporate surety bond, of an acceptable surety company authorized to do business in the State of California, to protect the City against the results of such faulty materials, poor workmanship, or defective equipment and to guarantee the Contractor's responsibility as outlines above, for a period

of one year after completion and acceptance of the project by the City. Said bond shall be in a sum not less than ten percent (10%) of the Contract amount.

### **5.81 TEMPORARY CONSTRUCTION EASEMENT**

The use of temporary construction easements by the Contractor shall be limited to the construction of improvements as shown on the plans and as specified in these specifications, and shall not be used to store materials or equipment, except as approved in writing by the Engineer.

### **5.82 BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

### **5.83 SUBCONTRACTOR & UDBE/DBE RECORDS**

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every UDBE/DBE subcontractor, UDBE/DBE vendor of materials and UDBE/DBE trucking company, regardless of tier. The records shall show the date of payment and the

total dollar figure paid to all of these firms. UDBE/DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to UDBE/DBE trucking companies listed in the Contractor's UDBE/DBE information. This monthly documentation shall indicate the portion of the revenue paid to UDBE/DBE trucking companies which is claimed toward UDBE/DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by UDBE/DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The UDBE/DBE who leases trucks from a non-UDBE/DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward UDBE/DBE participation conforms with Section 2-1.02.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the UDBE/DBE certification number of the owner of the truck for all trucks used during that month for which UDBE/DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to UDBE/DBE trucking companies. This monthly documentation shall indicate the portion of the revenue paid to UDBE/DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by UDBE/DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The UDBE/DBE who leases trucks from a non-UDBE/DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the UDBE/DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on Form CEM-2404 (F).

#### **5.84 UDBE/DBE CERTIFICATION STATUS**

If a UDBE/DBE subcontractor is decertified during the life of the project, the decertified

subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified UDBE/DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the UDBE/DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

### **5.85 AUTHORITY OF U.S. COMPTROLLER GENERAL AND INSPECTOR GENERAL ON PROJECTS USING AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDS**

**In accordance with Section 902 of the ARRA of 2009, the U.S. Comptroller General and their representatives shall have the authority to do the following:**

- (1) to examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) to interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and their representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA of 2009, the Inspector General and their representatives shall have the authority to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the inspector general have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an inspector general.

### **5.86 MONTHLY EMPLOYMENT REPORT (AMERICAN RECOVERY AND REINVESTMENT ACT)**

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, submit a completed Monthly Employment Report form by the 5th of each month

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for the previous month.

If you fail to submit a complete and accurate report, the Department withholds 2 percent of the monthly progress estimate. The Department does not withhold more than \$10,000 or less than \$1,000. The Department releases the withhold upon submission of the completed form. The following is a copy of the Monthly Employment Report form:



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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**MONTHLY EMPLOYMENT REPORT**  
CEM-1204 (NEW 03/2009) DLA Modified

JOB STAMP

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)  
MONTHLY EMPLOYMENT REPORT** *See instructions that follow*

1 CONTRACT NO		2 FEDERAL-AID PROJECT NUMBER <i>(From special provisions)</i>					
3 FIRST DAY OF REPORTING PERIOD (mm/dd/yy)		4 REPORT MONTH (mm/yy)		5 CONTRACTING AGENCY			
6 CONTRACTOR NAME AND ADDRESS							
7 EMPLOYMENT DATA							
		EMPLOYEES		HOURS		PAYROLL	
		NEW HIRES	EXISTING EMPLOYEES	NEW HIRES	EXISTING EMPLOYEES	NEW HIRES	EXISTING EMPLOYEES
PRIME CONTRACTOR DIRECT, ON-PROJECT JOBS							
SUBCONTRACTOR DIRECT, ON-PROJECT JOBS							
SUBCONTRACTOR NAME(S)							
PRIME AND SUBCONTRACTOR SUBTOTALS							
PRIME AND SUBCONTRACTOR TOTALS (NEW + EXISTING)							
8 CERTIFIED BY CONTRACTOR <i>(Signature and Title)</i>						DATE	
TO BE COMPLETED BY AGENCY OR AUTHORIZED REPRESENTATIVE							
9 REVIEWED BY CONTRACT ADMINISTRATOR <i>(Signature and Title)</i>						DATE	

**COPY DISTRIBUTION:** Original - Resident Engineer Copy - Contractor Copy - Caltrans District Local  
Assistance Engineer

**ADA Notice** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION  
**MONTHLY EMPLOYMENT REPORT**  
CEM-1204 (NEW 03/2009) DLA Modified

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**INSTRUCTIONS FOR COMPLETING ARRA MONTHLY EMPLOYMENT  
REPORT FORM**

- BOX 1 *Contract Number* The state-assigned project number or ID district and expenditure authorization (EA)
- BOX 2 *Federal-aid Project Number.* The state-assigned federal-aid project number
- BOX 3 *First Day of Reporting Period* The first day of reporting period is the first day of the first payroll period of the month. If the beginning of the month splits the payroll period, then the report will include dates from the prior month as necessary to complete the payroll period
- BOX 4 *Report Month* The month and year covered by the report. Reported as “mm/yy” (e.g. May 2009 would be coded as “05/09 ”)
- BOX 5. *Contracting Agency.* The name of the contracting agency. For state projects, enter Caltrans. For non-state projects, enter the name of the contracting agency (federal agency, tribe, MPO, city, county, etc.)
- BOX 6 *Contractor Name and Address* The name and address of the contractor shall include the firm name, street address, city, state, and zip code.
- BOX 7 *Employment Data*  
*Subcontractor Name(s)* The name of each subcontractor that was active on the project for the reporting month  
*Employees.* The number of new hires and existing employees on the contractor’s workforce that month, and the number of new hires and existing employees for each of the active subcontractors that month. Do not include material suppliers. Reported as a whole number  
*Hours* The total hours on the specified project for the new hires and existing employees on the contractor’s workforce that month, and the total hours for the new hires and existing employees for each of the active subcontractors that month. Reported as a whole number  
*Payroll* The total dollar amount of wages paid by the contractor that month for employees on the specified project, and the total dollar amount of wages paid by each of the active subcontractors that month. Rounded to the nearest whole dollar and reported as a whole number. Refer to Section 9-1 03A(1), “Labor,” of the *Standard Specifications*.  
*Prime and Subcontractor Subtotals* The subtotal for number of employees, hours and payroll for new hires and existing employees for the contractor and listed subcontractor(s)  
*Prime and Subcontractor Totals (New + Existing)* The total number of employees, hours and payroll for the contractor and listed subcontractor(s)
- BOX 8 *Certified by Contractor*  
*Name* Contractor representative or person responsible for certification of the information included on the form. By completing the form, the authorized representative certifies that they are knowledgeable of the hours worked and employment status for all employees. Contractors are responsible to maintain data to support the employment form and make it available to the state should it request supporting materials  
*Date.* The date that the contractor completed the employment form. Reported as “mm/dd/yy”
- BOX 9 *Reviewed by Contract Administrator* (To be completed by the local agency or authorized representative )  
*Name* Local agency representative, such as the resident engineer or contract manager, or authorized project representative responsible for reviewing the submitted form  
*Date* The date that the state representative reviewed the form. Reported as “mm/dd/yy”

**SECTION 6  
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**SECTION 7  
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## **SECTION 8 CONTROL OF MATERIALS AND INSTALLED EQUIPMENT**

### **8.01 FURNISHING AND QUALITY OF MATERIALS AND EQUIPMENT**

The Contractor shall furnish all materials and equipment required to complete the work, except materials or equipment that are designated in the Special Provisions to be furnished by the City or materials furnished by the City in accordance with Section 5.03.

Notwithstanding any prior inspection or approval, only materials and equipment conforming to the requirements of the Specifications shall be incorporated in the work.

The materials and equipment furnished and used shall be new and unused and of the highest commercial quality currently available. The materials and equipment shall be manufactured, handled, and used in a workmanlike manner to ensure completed work in accordance with the Drawings and Specifications.

The Contractor shall be required to furnish a written guaranty covering certain items of material and equipment for varying periods of time from the date of acceptance of the Work of Improvement. The material and equipment to be guaranteed, the form of guaranty, and time limit of the guaranty are as specified in Section 5.78. Said guaranty shall be signed and delivered to the Engineer before Acceptance of the Work of Improvement. Upon completion of the Work of Improvement, the amounts of the Contract bonds required in Section 3.06 may be reduced to conform to the total amount of the Contract bid prices for the items to be guaranteed and this amount shall continue in full force and effect for the duration of the guaranty period.

### **8.02 SOURCE OF MATERIAL AND EQUIPMENT**

The Contractor shall furnish a list of his/her sources of materials and equipment to the Engineer. The list shall be furnished on a City form and shall be furnished to the director in sufficient time to permit proper inspection and testing of materials and equipment to be furnished from such listed sources in advance of their use. The Contractor shall furnish without charge such samples as may be required. Inspection and tests will be made and reports rendered, but it is understood that such inspection and tests shall not be considered as a guarantee of acceptance of any material or equipment or materials which, after approval, have in any way become unfit for use shall be used in the work.

The Contractor shall submit five copies of approval data for the mechanical and electrical materials and equipment proposed for installation. The data shall be submitted in the same routine as prescribed for working drawings in Section 5.08. Approval data shall consist of complete material and equipment lists accompanied by catalog data sheets, cuts, performance curves, diagrams, or similar descriptive material. Material and equipment lists shall give in each case the name of the manufacturer, trade name, catalog reference, size, finish, and all other pertinent data. It is intended that approval data

should not include such materials as small pipe and small pipe fittings, conduit and conduit fittings, or tubing. Data submitted as specified herein for each major subdivision of mechanical and electrical work shall be bound together under a hard cover, provided with a complete index, and properly identified on the cover. Individual sheets shall be easily removable without tearing or other damage. The Contractor shall furnish operation and maintenance manuals or instructions if required by the Special Provisions.

At the option of the Engineer, the source of supply of each of the materials shall be approved by him/her before the delivery is started. All materials proposed for use may be inspected or tested at any time during their preparation and use. After trial, if it is found that sources of supply which appeared satisfactory do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other sources.

### **8.03 STORAGE OF MATERIALS AND EQUIPMENT**

Materials and equipment shall be stored in a staging area provided by the Contractor and shall be so stored as to ensure the preservation of their quality and fitness for the work. They shall be placed under cover when directed and shall be sorted in a manner that will facilitate prompt inspection.

### **8.04 DEFECTIVE MATERIALS**

All materials not conforming to the requirements of the Specifications and Drawings shall be considered as defective and all such materials shall be rejected, whether in place or not. They shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used unless approval in writing has been given by the Engineer. If the Contractor should fail to comply promptly with any order of the Engineer made under the provisions of this Section, the Engineer may cause defective materials to be removed and replaced, and the costs thereof to be deducted from any moneys due or to become due the Contractor.

### **8.05 TRADE NAMES AND ALTERNATIVES**

For convenience in designation on the Drawings or in the Specifications, certain equipment or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer in his/her catalog information. The use of alternative equipment or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

The burden of proof as to the comparative quality and suitability of alternative equipment or materials shall be upon the Contractor and he/she shall furnish, at his/her own expense, six copies of complete description, information, and performance data showing the quality of the materials or equipment offered to those specified, and such other necessary or related information as may be required by the Engineer. The Engineer will be the sole judge as to the comparative quality and suitability of alternative equipment or materials and his/her decision shall be final.

The Contractor, pursuant to Government Code, Section 4380, shall have at least 35 days after award of the Contract for submission of data substantiating a request for a substitution of "or equal" item.

### **8.06 TESTING MATERIALS**

Unless otherwise specified in the special provisions called for on the Drawings, all tests of materials and work, for determining compliance with requirements, shall be performed in accordance with the methods in use by the laboratory of the State Department of Transportation or by nationally recognized testing organizations, at a laboratory approved by the Engineer.

Whenever a reference is made to a specification or test method either of the American Society of Testing Materials, the American Water Works Association, or any other authority, and the number accompanying the specification or test method representing the year of its acceptance is omitted, the reference shall mean the specification or test method in effect on the date of the Notice to Contractors.

Whenever a specification or test method of the American Society for Testing Materials, the American Water Works Association, or any other authority, includes a test procedure or test requirement, the Contractor shall submit two copies of certified test results, unless the requirement therefor is waived. No material will be accepted until these data have been passed upon by the Engineer and accepted.

Samples of all materials entering into the work shall be furnished by the Contractor without charge, when requested by the Engineer.

Materials may be tested at any time during progress of the work.

### **8.07 PLANT INSPECTION**

Materials and equipment which become a part of the completed work will be subject to inspection at the place of production or manufacture, at the shipping point, or at the site of the work. Materials and equipment requiring inspection at the place of production or manufacture will be designated by the Engineer. Where plant inspection is so designated, the Engineer shall be given 14 days advance notice of the start of manufacture or

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production. The Contractor's purchase orders for materials and equipment for which plant inspection has been designated by the Engineer shall bear a suitable notation advising suppliers and subcontractors of inspection requirements.

The Engineer or his/her authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of materials and equipment for the City. Adequate facilities shall be furnished free of charge to make the necessary inspection.

The City assumes no obligation to inspect material or equipment at the place of manufacture or production, or at the shipping point.



**SECTION 9  
DESCRIPTION OF WORK**

**9.01 WORK TO BE PERFORMED**

The work to be done consists in general of repairing base failures and then resurfacing West Cliff Drive between Almar Avenue and Swanton Blvd. This project will install curb ramps where necessary to comply with the Americans with Disabilities Act. Traffic stripes will be included in this project. This project will also include all other work not mentioned above that is required by the plans, City Standard Specifications, State Standard Specifications and the special provisions to be performed, placed, constructed or installed.

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## SECTION 10 - TECHNICAL SPECIAL PROVISIONS

### 10-1.01 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the State Standard Specifications.

### 10-1.02 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the State Standard Specifications and these special provisions.

West Cliff Drive is the primary tourist route for the Beach area. There must be at least one lane of through traffic allowed on West Cliff Drive for the duration of the project, and two lanes of through traffic at the conclusion of each work day and on weekends. A detour plan for vehicular traffic is required to be submitted and approved by the Engineer prior to any construction work starts.

#### **General:**

Attention is directed to "Maintaining Traffic," and "Temporary Pavement Delineation," of these special provisions. The Contractor shall perform the overlay paving after new concrete curbs, gutters, ramps and valley gutters are constructed.

The work includes modifications to improvements adjacent to entrance to private property. The Contractor shall notify property owners of the project in writing (with a copy to the Engineer) five (5) days in advance of construction adjacent to said properties.

The uppermost layer of new pavement shall not be placed until all underlying conduits for traffic signals or other electronic equipment have been installed.

In each stage, after completion of the preceding stage, the first order of work shall be the removal of existing pavement delineation as directed by the Engineer. Pavement delineation removal shall be coordinated with temporary and new delineation so that lane lines are provided at all times on traveled ways open to public traffic.

Wherever final sweeping or brooming of the newly placed asphalt has been completed, permanent traffic stripes and pavement markings shall be completed within 10 days.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall also include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing pavement delineation shall be considered as

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included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefore.

At the end of each working day if a difference in excess of 0.15-foot exists between the elevation of the existing pavement and the elevation of any excavation within 8 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the structural section commences, structural material shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Treated base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required, and subsequent removing or reshaping of the material to the lines and grades shown on the plans shall be considered as included in the price paid for contract items involved and no additional compensation will be allowed therefor. No payment will be made of material placed in excess of that required for the structural section.

**10-1.03 SUBMITTALS**

The Contractor shall provide submittals for all materials, product data, working/shop drawings, diagrams, schedules, or other data prepared by the Contractor in accordance to the Contract requirements. The submittals shall not modify any Contract requirement.

The Contractor shall provide Certificates of Compliance from its material suppliers, in advance of the work, certifying that all materials to be used on the project conform to the requirements of these specifications. The Contractor shall also furnish to the City in triplicate, certified copies of all factory and mill test reports when required by the Engineer. The Certificates shall be signed by the manufacturers of the materials. The City reserves the right to refuse to permit the use of material based on a Certificate of Compliance alone.

The list of technical submittals shall include, but not be limited to the following:

- (a) Schedules of Work
- (b) Traffic Control Plans for each stage of work (initial stage traffic control plan submitted at Pre-Con Meeting)
- (c) Public Notice of Roadwork
- (d) Storm Water Pollution Prevention Plan
- (e) Waste Management Plan
- (f) Utility Location Reference List
- (g) Aggregate Base
- (h) Pavement Reinforcing Fabric
- (i) Asphalt Concrete Job Mix Formula
- (j) PCC Job Mix
- (k) Traffic signal detector loop conductor and sealant
- (l) Thermoplastic traffic paint
- (m) Reflective pavement markers

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Submittals shall be shown on the schedule and shall not be critical path items of work.

All required submittals, except as noted, shall be reviewed by the Engineer and returned to the Contractor within 10 working days from the date of receipt by the Engineer. In addition, the Contractor shall allow the City equivalent time periods to review re-submittals for any previously rejected submittals.

The Engineer's review of Contractor shop drawing submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimension. The Contractor shall assume all responsibility and risk for any non-conformity with the plans and specifications due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details. Acceptance by the Engineer of a substitute item proposed by the Contractor shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.

Full compensation for preparing Submittals shall be included in the various bid items and no additional compensation will be allowed therefor.

**10-1.04 PROGRESS SCHEDULE (CRITICAL PATH)**

Progress schedules will be required for this contract. Within ten (10) working days of the notice of contract award the Contractor shall submit to the Engineer a baseline progress schedule. Contractor will not be allowed to begin work until the progress schedule has been approved by the Engineer. Work performed without an approved schedule will be considered to be unauthorized work as specified in Section 5-1.09, "Removal of Rejected and Unauthorized Work," of the State Standard Specifications. The baseline progress schedule shall utilize a Critical Path Method (CPM) network diagram that clearly shows sequence and duration of major construction activities, interim milestones or completion dates required in the contract, and the controlling operation or operations.

The baseline CPM progress schedule submitted by the Contractor shall have no more than 150 activities unless permitted otherwise by the Engineer, and shall show all major activities that define the critical path for significant portions of the work. Individual activities that are not significant in themselves and create a series of parallel paths shall be grouped within major activities, or combined to form a more general major activity. The actual number of activities in the CPM network shall, in the judgment of the Engineer, be sufficient to assure adequate planning of the project and to permit monitoring and evaluation of progress and the analysis of time impacts and not to primarily manage the various resources that may be used by the Contractor. Along with the network diagram the Contractor shall submit a tabular listing of the schedule activities, their dependency and precedence relationships, duration and performance sequence.

Major activities are defined as single activities or groups of activities that create a significant portion of the project due to location, related type of work, or common completion dates. Major activities shall have durations of not less than 5 nor more than 20 working days. Milestone or transitional activities may have durations of less than 5 days. Isolated major activities,

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concurrent or combined activities may have more than 20 working days when approved by the Engineer. A schedule will not be acceptable if it shows completion dates beyond the contract requirements for interim target dates, milestones or contract completion. The contract completion date shall be based on the working days designated in the contract and not on a proposed early completion shown in the schedule. The baseline schedule shall not attribute either negative float or lag to any activity.

The schedule submitted shall meet in all respects the time and order of work requirements of the contract. The work shall be executed in the sequence indicated in the accepted baseline schedule and subsequent accepted updates and revisions. The Contractor shall be responsible for assuring that all work sequences are logical and the network shows a coordinated plan for complete performance of the work. Failure of the Contractor to include any element of work required for the performance of the contract in the network shall not relieve the Contractor from completing all work within the time limit specified for completion of the contract. If the Contractor fails to define any element of work, activity or logic, and the omission or error is discovered by either the Contractor or the Engineer, it shall be corrected by the Contractor at the next scheduled monthly update or revision.

Once the Engineer accepts a CPM progress schedule, the Contractor shall not artificially improve his progress or change the quantity of float in any part of the schedule by adding or deleting activities, revising schedule logic restraints or changing planned activity durations. The Contractor may improve his progress by performing sequential activities concurrently or by performing activities more quickly than planned. In the case of multiple critical paths, float generated by early completion of one or a sequence of activities will be considered in determining if that sequence of activities remains on the critical path.

An update is defined as a regular monthly review of the CPM schedule, as of the last monthly estimate, to incorporate actual progress to date by activity, any approved time adjustments and projected completion dates. A revision is defined as a change in the future portion of the schedule that modifies logic, adds or deletes activities, or alters activities, sequences or durations. Float is defined as the amount of time between the early start date and late start date, or the early finish date and the late finish date, of any activity or group of activities in the network. Float shall not be considered as time for the exclusive use of or benefit of either the State or the Contractor. It shall be considered as a resource available to both parties and shall not be used to the financial detriment of either party.

On or before the first calendar day of each month, the Contractor shall meet with the Engineer to review contract progress. The Contractor shall submit to the Engineer at the monthly progress meeting both a written narrative report and an update of the CPM schedule. The report shall identify and discuss potential problem areas; current and anticipated delaying factors and their impact; actions taken or proposed; proposed changes in CPM schedule logic; out of sequence work; and any other topics related to job progress or scheduling. The Contractor shall update the most recent schedule to incorporate all current schedule information, including actual progress, approved adjustments of time and proposed changes in sequence and logic.

Progress status shall be evaluated by the activities on the critical path at the time of updating. If the current updated CPM schedule indicates that the contract progress is 20 days or more behind

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the planned schedule, as determined by the Engineer, the Contractor shall submit to the Engineer a revised CPM schedule and an explanation of corrective action taken or proposed by the Contractor to complete the project within the time specified. Negative float indicates the activities are behind schedule and positive float indicates status ahead of schedule.

If the Contractor or the Engineer considers that an approved or anticipated change will impact the critical path or contract progress, a schedule analysis and revised CPM schedule supporting the proposed adjustment of time shall be submitted to the Engineer for discussion, review and acceptance. All changes shall be shown as separate activities or groups of activities and entered into the relevant part of the approved network schedule current at the time of change. If such a revision is not available, the Engineer may, at his option, construct and utilize the project as-built schedule, or other recognized method of delay impact analysis. In case of a deductive change reducing the quantity of work to be done under affected activities, the estimated duration of these activities shall be adjusted to reflect the reduced quantities of work. The Contractor shall submit a written report, describing the adjustments and reasons for the adjustments, and the impact of the changes.

The Engineer may use these and other information in evaluating the effect of the changes, delays, or time savings on the critical path and the accepted schedule current at the time to determine the applicable adjustment of time, if any, to any target date or completion date due to the changes, delays, or time savings.

Changes or delays that do not affect the controlling operation or operations on the critical path will not be considered as the basis for a time adjustment. Changes or delays that do affect the controlling operation or operations on the critical path will be considered in granting an extension of time for completion of the contract only if the total float is absorbed by the delay.

The City will retain an amount equal to 25 percent of the estimated value of the work performed during the first estimate period, in which the Contractor fails to submit a baseline, revised or updated CPM schedule, conforming to the requirements of this section, as determined by the Engineer. Thereafter, on subsequent successive estimate periods the percentage the Department will retain will be increased at 25 percent per estimate period in which acceptable CPM progress schedules have not been submitted to the Engineer. Retentions for failure to submit acceptable CPM progress schedules shall be additional to all other retentions provided for in the contract. The retention for failure to submit acceptable CPM progress schedules will be released for payment on the next monthly estimate for partial payment following the date that acceptable CPM progress schedules are submitted to the Engineer.

The adjustment provisions in Section 5.03 "Changes" of these special provisions, shall not apply to the item of progress schedule (critical path). Adjustments in compensation for progress schedule will not be made for any increased or decreased work ordered by the Engineer in furnishing progress schedules.

Full compensation for Progress Schedule (Critical Path) shall be included in the various bid items and no additional compensation will be allowed therefore.

### **10-1.05 WATER POLLUTION CONTROL**

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the State Standard Specifications and these special provisions.

This project shall conform to the requirements of General Construction Activity Storm Water Permit No. CAS000002, Order No. 99-08-DWG, and Caltrans Statewide Storm Water Permit No. CAS000003, Order No. 99-06-DWG, issued by the State Water Resources Control Board. These permits, hereafter referred to as the "Permit," regulates storm water discharges associated with construction activities.

Water pollution control work shall conform to the requirements in the Caltrans Construction Manual (August 2007) and Specifications of the Caltrans Storm Water Quality Handbook (May 2007), and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook and the Permit may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

Full compensation for **WATER POLLUTION CONTROL** including the preparation of a Storm Water Pollution Prevention Plan (SWPPP) shall be included in the **LUMP SUM** price bid and no additional compensation will be allowed therefor.

### **10-1.06 BEST MANAGEMENT PRACTICE**

The Contractor's work shall conform to the requirements of the Construction Work - Best Management Practices (Chapter 4 of the Best Management Practices Manual for the City's Storm Water Management Program) published in July, 2004 and Erosion and Sediment Control Field Manual published by California Regional Water Quality Control Board, August 2002 edition, and addenda thereto issued up to, and including, the date of advertisement of the project. Copies of the Best Management Practices may be obtained from the Public Works Department, 809 Center Street, Santa Cruz, California 95060.

Full compensation for conforming to the most recent requirements for implementing construction best management practices shall be included in the various bid items and no additional compensation will be allowed therefor.

### **10-1.07 CONSTRUCTION AREA SIGNS**

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and these special provisions. Changeable message signs required for resurfacing work shall be provided 2 weeks of advance warning before the resurfacing work.



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

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133
Western Utilities Underground Alert, Inc.	1-800-541-3447

Full compensation for furnishing, placing, maintaining, and removing the construction area signs shall be considered as included in the contract **LUMP SUM** price paid for **TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS** and no additional compensation will be allowed therefor.

#### **10-1.08 MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the State Standard Specifications and to the Section entitled "Public Safety" elsewhere in these special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

The Contractor's attention is directed to Article 7-16 of the City of Santa Cruz Department of Public Works Standard Specifications. Construction is within the City owned right of way and provisions shall be made for the safe passage of public traffic through the necessary portions of work at all times with as little inconvenience to the public as possible. The Contractor shall also make provisions for the safe passage of pedestrians/bicyclists around the area of work at all times. The "Community Traffic Safety Coalition, Recommended Guidelines to protect the Safety of Bicycle, Pedestrians and Disabled Travelers during Road Construction" is appended to these special provisions.

The Contractor shall comply with the current State of California, Department of Transportation Manual of Traffic Controls for Construction and Maintenance work Zones for all items related to traffic within the job site.

The streets shall remain open for two-way traffic unless temporary closing and detouring is specifically authorized in writing by the Engineer.

The Contractor shall clean the area of work and keep it open for two-way traffic for weekends and evenings throughout the construction period. The Contractor shall furnish and place temporary construction area signs required for the direction of public traffic through or around the work during construction.

During construction operations, the Contractor shall also meet the following conditions:

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1. Personal vehicles of the Contractor's employees shall not be parked within the construction area, on the traveled way or shoulders, including any section closed to public traffic.
2. Access for emergency vehicles to adjoining properties shall be maintained at all times during construction.
3. Contractor shall maintain access to existing driveways at all times. Contractor shall provide written notification to all businesses/residents one week in advance and again 24 hours prior to work that will disrupt driveway access and shall through thoughtful planning, restore that access as soon as possible. The Contractor shall consult with the inspector on the project and with affected business operators in advance of his/her obstructing vehicular or foot traffic to the properties to be affected, so that the best time for this obstruction can be determined.
4. The Contractor shall provide temporary delineation after paving operations. Temporary delineation shall consist of "Series 5360 Scotch Lane" or equivalent pavement tape with foil backing. The Contractor shall maintain temporary delineation until permanent striping is installed. The Contractor shall remove temporary delineation immediately after permanent striping is installed.
5. The Contractor is prohibited from storage of materials or equipment in any location that would interfere with the free and safe passage of pedestrian, bike and vehicular traffic.
6. The Contractor shall notify and update fire, police, ambulance and transit services of anticipated closures and traffic flow disruptions at least 24 hours prior to construction work that affects traffic.
7. The Contractor shall notify local authorities of the Contractor's intent to begin work at least **5 calendar days** before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

Full compensation for maintaining traffic shall be considered as included in the contract **LUMP SUM** price paid for **TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS** and no additional compensation will be allowed therefor.

#### **10-1.09 TRAFFIC CONTROL PLAN**

At least 5 calendar days prior to commencing construction which will affect existing traffic, the Contractor shall submit for review and approval by the Engineer a Traffic Control Plan which contains only information specifically related to work zone traffic control. No work will proceed until the Traffic Control Plan has been approved.

The content of the Traffic Control Plan shall include but is not limited to, the following:

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1. Show location and limits of the work zone.
2. Give dimensions of lanes affected by traffic control that will be open to traffic
3. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans Standard.
4. Dimension location of signs and cone tapers.
5. Identify side streets and driveways affected by construction and show how they will be handled.
6. Show how pedestrian and bicycle traffic will be handled through the construction site during all hours including pavement planning/edge grinding operations.

A traffic control system shall consist of closing traffic lanes and providing lights, signs, barricades, portable delineators, traffic cones, temporary striping, pavement delineation, markers and pavement markings, steel plates, flaggers or other necessary devices in conformance with the details shown on the plans, the provisions of Section 12, "Construction Area Traffic Control Devices," of the State Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" elsewhere in these special provisions and these special provisions.

Pavement delineation and markings shall conform to the provisions in Section 10-1.15, "Temporary Pavement Delineation," of these special provisions.

Daytime lane closures shall not commence before 7:00 a.m. and shall cease at 3:30 p.m. No work that interferes with public traffic shall be done outside these hours except for work required under sections 7-1.08 "Public Convenience" and Section 7-1.09 "Public Safety" of the Standard Specifications. All lanes shall be open at 4:00 p.m.

The Contractor shall also limit edge grinding, pavement planing and overlay placement to these times. The times listed above are the only times during which these activities may occur. These conditions shall be in effect unless otherwise directed by the Engineer.

The Contractor shall be responsible for coordinating his activities to avoid any conflicts on streets which have garbage or recycled material pickups scheduled for the same day. The Contractor shall contact the City Refuse and Recycling Division at 420-5545.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take the measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the State Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

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When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, approved by the Engineer, within the limits of the street right of way.

Conforming to these provisions shall be included in the contract **LUMP SUM** price paid for **TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS** and shall include full compensation for furnishing all labor (including flagging costs), materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system, including flagging, construction area signs, temporary pavement delineation, barricades, traffic cones and traffic delineators, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment will be made as provided in Section 5.03, "Changes," of these special provisions for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classified as extra work, as provided in Section 5.03 of these special provisions, will be paid for as a part of the extra work.

#### **10-1.10 TEMPORARY PAVEMENT DELINEATION**

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, "General," of the State Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the State Standard Specifications.

Full compensation for furnishing, placing, maintaining and removing the temporary reflective pavement markers, used for temporary laneline and centerline delineation for those areas where temporary lane line and centerline delineation is not shown on the plans and for providing equivalent patterns of permanent traffic lines for those areas when required, shall be considered as included in the contract **LUMP SUM** price paid for the **TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS** and no additional compensation will be allowed therefor.

#### **10-1.11 ACCESS**

Contractor's attention is directed to "Maintaining Traffic" of these Specifications.

Access to private property and side streets must be maintained during construction. Vehicular access shall be maintained to driveways with compacted base rock, steel plates or other methods as approved by the Engineer. Pedestrian access shall be maintained to side streets within the

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work areas as described in "Maintaining Traffic" of these special provisions. Emergency access shall be maintained at all times within the construction zone.

The Contractor shall provide access for pedestrians and people with disabilities. When, for reasons of construction, it is necessary to close the sidewalk, advance warning signs shall be placed at legal pedestrian crossings of advising of the closure and directing a detour. At the end of the workday, the Contractor shall remove the pedestrian detour and reopen the sidewalk. During construction the Contractor shall escort people with disabilities through the construction zone. The Contractor shall escort pedestrians requiring access to buildings in sidewalk closure areas to the buildings.

Full compensation for conforming to these requirements shall be included in the various bid items and no additional compensation will be allowed therefor.

#### **10-1.12 NOTIFICATION OF CONSTRUCTION**

The Contractor shall notify the Engineer at least **five (5) calendar days** prior to commencing work.

The Contractor shall keep the City Police, and City Fire Department informed of obstructions to either public or private roads caused by reason of the Contractor's operations.

Advance notice signs for the proposed work shall be furnished and installed on barricades by the Contractor at least **five (5) calendar days** prior to any construction activity, advising residents and businesses of the scheduled dates for the proposed work.

The Contractor shall notify all businesses/residents with a notice placed on each front door at least **24 hours** prior to any pavement planing/removal work or any resurfacing work. The door hanger notices shall include type of work, the time and dates of the scheduled work, and request that cars be parked out of the roadway by 7:00 a.m. to avoid a towing charge. The Contractor shall provide separate notifications for the pavement planing/removal work and again for the resurfacing work. A sample door hanger notice shall be submitted for the approval of the Engineer.

No Parking Signs mounted on barricades must also be placed along each roadway at least **72 hours** in advance in order for parking restrictions to be enforced by the Police Department. No Parking Signs may be purchased from the City, or the Contractor may elect to provide their own No Parking Signs. If the Contractor provides their own signs, the intended sign must be approved by the Engineer prior its use.

Businesses/residents should be advised as soon as possible of any changes in proposed work schedules to minimize any unnecessary inconvenience and/or moving of parked cars.

Full compensation for conforming to these requirements shall be included in the various bid items and no additional compensation will be allowed therefor.

### **10-1.13 CLEARING, GRUBBING AND ENVIRONMENTAL PROTECTION**

Clearing, Grubbing and Environmental Protection shall conform to the provisions of Section 16 "Clearing and Grubbing" of the State Standard Specifications and these Contract Specifications. Clearing, Grubbing and Environmental Protection shall consist of thoroughly sweeping and cleaning surfaces prior to resurfacing, removal and disposal of raised pavement markers, existing weeds, brush, or other objectionable material in or along the edge of areas to receive work.

The Contractor shall keep sidewalks and streets free from dirt and debris at all times. The Contractor shall be prepared to sweep surfaces immediately at the request of the Engineer should he deem it necessary for public safety and to avoid damage to properties. If streets are not satisfactorily cleaned within 12 hours from verbal notice by City personnel, the City will hire an independent sweeping company and deduct the cost for such work from payments due to the Contractor.

Existing thermoplastic pavement markings shall be removed in accordance with Section 15.2.02B of the State Standard Specifications and all applicable state laws and regulations.

Existing pavement markers shall be removed in accordance with Section 15-2.02C of the State Standard Specifications.

The Contractor shall trim overhanging and encroaching limbs and foliage that may be in conflict with paving and other construction activities. Tree, roots, and bush pruning shall be performed by a certified arborist and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The certified arborist shall be approved in advance by the Engineer, and all pruning shall be done in the presence of the Engineer. Tree limbs damaged by the Contractor's activities shall be trimmed by a certified arborist as described above.

The Contractor shall remove existing landscaping (hard and soft) which is in conflict with the new improvements.

Attention is directed to Section 7-1.01G, "Water Pollution", of the State Standard Specifications, and these Contract Specifications. A Storm Water Pollution Prevention Plan must be submitted and approved by the Engineer prior to start of work (see Section 10-1.05 Water Pollution Control). The plan shall contain measures necessary to keep all substances used in or resulting from his work out of the gutters, storm drains and creeks, including but not limited to: employee and sub-contractor training and instruction, dry cleanup of spills, wet-vacuum of saw cutting slurry, proper disposal of cement and paint, proper handling of hazardous materials and hazardous waste, blocking of storm drains, shoveling dirt and debris from gutters, covering materials stored outside, sweeping pavements and approach streets, and erosion controls (straw bales, silt fences, detention basins, etc.) at grading sites. It shall be the Contractor's responsibility to monitor and maintain all such measures on a daily or more frequent basis, including on non-work days and during storms. In addition, all catch basins at the project site, and which are determined by the City Engineer to have been affected by the construction, shall be cleaned out by the Contractor at the end of the project.

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Full compensation for complying with the above provisions shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefor.

**10-1.14 DUST CONTROL**

Dust control shall conform to the provisions in Section 10, "Dust Control," of the State Standard Specifications and these special provisions.

During the progress of work, and on a daily basis, the Contractor shall keep the entire job site in a clean and orderly condition. Spillage resulting from hauling operations along or across streets, roads, paths or lawns shall be removed immediately by the Contractor. All gutters shall be kept clean and free from obstruction. Any deviation from this practice must have written approval from the Engineer.

Before final acceptance of the work, the Contractor shall carefully clean up the work area and premises, remove all surplus construction materials and rubbish of all kinds from the grounds that he has occupied and leave all in a neat condition.

Full payment for dust control shall be included in the contract unit prices bid for various items of work and no additional allowance or direct payment will be made therefor.

**10-1.15 SOUND CONTROL**

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements", of the State Standard Specifications and these Contract Specifications. No construction is permitted outside the hours stated in Section 4-1.07 of these Contract Specifications, or on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Exception to this provision shall be "Emergency construction and repair that is necessary for protection of life and property" and "Operation to construct and maintain facilities within the public right-of-way as deemed necessary by the Engineer".

No engines of construction equipment shall be started prior to 8:00 A.M. unless specifically permitted by the Engineer in writing. All equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor shall be properly maintained. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws or regulations for the protection of personnel.

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

#### **10-1.16 REMOVE PAVEMENT MARKINGS AND LANE MARKERS**

Existing pavement markings and lane markers shall be removed within the project area, except under the following conditions:

Where blast cleaning is used for the removal of painted pavement markings or for removal of objectionable material, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated, Such removal shall be by a vacuum attachment operating concurrently with the blast cleaning operation.

Nothing in these special provisions shall relieve the Contractor from his/her responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

Pavement markings shall not be removed from any area that will be demolished, subject to pavement grinding or receive a pavement overlay. The removal of existing thermoplastic pavement markings by means of milling may result in the creation of hazardous waste. The Contractor must comply with all state and local restrictions in its removal and disposal.

**REMOVE PAVEMENT MARKINGS AND LANE MARKERS** will not be measured separately. Full compensation for removal of pavement markings and lane markers shall be considered as included in the contract **LUMP SUM** price paid for "Remove Pavement Markings and Lane Markers" and no additional compensation will be allowed therefor.

#### **10-1.17 EXISTING STREET FACILITIES**

Existing street and sidewalk facilities shown on the plans or marked in the field to be removed shall be removed in accordance with the provisions of Section 15, "Existing Highway Facilities", of the State Standard Specifications, the contract drawings, these Contract Specifications, and as directed by the Engineer. The Contractor shall coordinate with the respective utility companies (e.g. PG&E, AT&T) to arrange for the adjustments of their facilities. The arrangements with the utility companies that are required to adjust their own facilities shall be made so that the overall project schedule is not affected.

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

#### **10-1.18 CONCRETE WORK (EXCLUDING CONCRETE PAVING)**

Curbs, traffic islands, sidewalks, driveways, curb ramps and valley gutters shall conform to the provisions in Section 10 of the City of Santa Cruz Standard Specifications and with the provisions in Section 73, "Concrete Curbs and Sidewalks," of the State Standard Specifications and these special provisions.

Aggregate Base shall conform to the requirements in Section 26, "Aggregate Bases," of the State



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Standard Specifications and these special provisions.

Sidewalks shall be constructed as detailed on the plans and in these special provisions. The surfaces shall be broom finished transverse to the line of pedestrian traffic.

The contract unit prices paid for these various items of work shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals; and for doing all of the work involved in constructing these concrete improvements complete in place, including weakened plane joints, specific texturing requirements as detailed in these construction documents, reinforcing and curing requirements.

**PCC Curb Ramps** will be paid for individually (**EACH**).

**PCC Curb and Gutter** will be paid for by the **LINEAR FOOT**.

**PCC Valley Gutter** will be paid for by the **LINEAR FOOT**.

**PCC Sidewalk** will be paid for by the **SQUARE FOOT**.

**Note:** The concrete work on Pacific Avenue from Water Street to Laurel Street must conform to the following specifications for **Integrally Colored Sidewalk**:

- Products

- Concrete Materials

- Aggregates: Aromas aggregate or equal, maximum aggregate size  $\frac{3}{4}$  inch.

- Cement: ASTM C150, Type II Portland; grey color; from single source and of same color throughout.

- Pigmented Admixture: Water-reducing, set-controlling type; limeproof; resistant to other alkalis; maximum resistance to sunlight; inorganic; manufactured by L.M. Scofield Company, 6533 Bandini Blvd., Los Angeles, California, 90040, 213-723-5285 (local representative, 415-255-2728). Admixture shall conform to ASTM C494 and UBC standard No. 26-9 and be factory formulated and packaged in cubic yard dosage increments. Multiple additives and pigments to be dosed separately into the mix will not be allowed. Price based on full dose L.M. Scofield Price Group 1 color. Use no admixtures in integrally colored concrete without written approval of pigmented admixture manufacturer.

- Colorant shall be C-12 Scofield color or equal subject to the approval of the Engineer and shall be added to the concrete at the rate of approximately 18 pounds per cubic yard.

- Concrete Mix

- Concrete mix design shall be Granite Rock Mix 570398, 6 sack or approved equal. Concrete mix design shall also conform to pigmented admixture manufacturer's written requirements including its requirements for consistency of mix for all colored concrete. Mix shall result in concrete to match adjacent streetscape sidewalk.

- Execution
  - Joints: Per ACI 301 and ACI 318, the maximum horizontal length of concrete pour between construction joints shall be 30 feet. Tool control and construction joints one quarter the depth of the slab. Select jointing tool for locations where joints will be sawcut so that the tooled joint, including radiused edges, are narrower than sawcut. Sawcut width to be 7/8". Layout shall be verified with the Engineer prior to sawcutting. Joints shall be 9" maximum spacing from building face and match existing expansion joints and extend to the building face. Sawcut joints at locations as designed to the maximum practical depth by utilizing small diameter saw blades.
  - Sandblast Finish: Per ACI 301, troweled finish (Hard troweled finish) followed by sandblast finish. Wait a minimum of two days (48 hours) after placing concrete before sandblasting. Sawcut joints prior to sandblasting. Medium sandblast to match adjacent streetscape finish.
  - Defective concrete: Modify or replace concrete not conforming to required color, texture, levels and lines, details and elevations. Repair or replace concrete not properly finished or of the specified type.
  - Protection: Protect finished work from premature drying and vandalism.

Full compensation for Integrally Colored Sidewalk shall be considered as included in the contract price for **PCC Curb Ramps** and/or **PCC Sidewalk** and no separate payment will be made therefore.

#### **10-1.19 CAST IN PLACE 3'X 4' DETECTABLE WARNING SURFACE TILE**

##### **Description**

This Section specifies furnishing and installing cast-in-place tactile tile modules where indicated.

##### **Submittals**

Product Data: Submit manufacturer's literature describing products, installation procedures and routine maintenance.

Samples for Verification Purposes: Submit tile samples minimum 6"x8" of the kind proposed for use.

Maintenance Instructions: Submit copies of manufacturer's specified maintenance practices for each type of tactile tile and accessory as required.

##### **Quality Assurance**

Provide cast-in-place tactile tiles and accessories as produced by a single manufacturer.

Installer's Qualifications: Engage an experienced Installer certified in writing by tactile manufacturer as qualified for installation, who has successfully completed tile installations similar in material, design, and extent to that indicated for Project.

Americans with Disabilities Act (ADA): Provide tactile warning surfaces which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title

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**49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES.**

California Code of Regulations (CCR): Provide only approved DSAAC detectable warning products as provided in the California Code of Regulations (CCR). Title 24, Part 1, Articles 2, 3 and 4 and Part 2, Section 205 definition of "Detectable Warning". Section 1127B.5 for "Curb Ramps" and Section 1133B.8.5 for "Detectable Warnings at Hazardous Vehicle Area's".

Vitrified Polymer Composite (VPC) cast-in-place tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. The tile shall incorporate an in-line dome pattern of truncated domes 0.2" in height, 0.9" diameter at the base, and 0.4" diameter at top of dome spaced 2.35" nominal as measured on a diagonal and 1.70" nominal as measured side by side. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045" high, per square inch; "Armor-Tile" as manufactured by Engineered Plastics Inc., Tel: 800-682-2525, or approved equivalent.

Dimensions: Tile Assemblies shall be held within the following dimensions and tolerances:

Length and Width:	24" nominal
Depth:	0" ± 5% max.
Face Thickness:	1875 ± 5% max.
Warpage of Edge:	5% max.

Water Absorption of Tile when tested by ASTM-D 570 not to exceed 0.35%.

Slip Resistance of Tile when tested by ASTM-C 1028 the combined wet/dry static co-efficient of friction not to be less than 0.90 on top of domes and field area.

Compressive Strength of tile when tested by ASTM-D 695-91 not to be less than 18,000 psi.

Tensile Strength of Tile when tested by ASTM-D 638-91 not to be less than 10,000 psi.

Flexural Strength of Tile when tested by ASTM - C293-94 not to be less than 24,000 psi.

Chemical Stain Resistance of Tile when tested by ASTM-D 543-87 to withstand without discoloration or staining - 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint.

Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM-D 2486\* with reciprocating linear motion of  $37 \pm$  cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block to be 3.2 lb. Average wear depth shall not exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.

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Fire Resistance: When tested to ASTM E84 flame spread be less than 25.

Gardner Impact to geometry "GE" of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450 in. 1bf/in. A failure is noted if a hairline fracture is visible in the specimen.

Accelerated Weathering of Tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result - no deterioration, fading or chalking of surface of tile.

Vitrified Polymer Composite (VPC) Cast-In-Place Tiles embedded in concrete shall meet or exceed the following test criteria:

Accelerated Aging and Freeze Thaw Test of Tile when tested to ASTM-D 1037 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other defects.

Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B 117 not to show any deterioration or other defects after 100 hours of exposure.

Tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy wrappings, and tile type shall be identified by part number.

**Guarantee**

Cast-in-place tactile tiles shall be guaranteed in writing for a period of five years from date of final completion. The guarantee includes defective work, breakage, deformation, and loosening of tiles.

**Products**

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

The Vitrified Polymer Composite (VPC) Cast-In-Place Tactile Tile specified is based on Armor-Tile manufactured by Engineered Plastics Inc. (800-682-2525) or approved equivalent. Existing engineered and field tested products which are subject to compliance with requirements, may be incorporated in the work and shall meet or exceed the specified test criteria and characteristics. Color: Yellow conforming to Federal Color No. 33538. Color shall be homogeneous throughout the tile.

**Payment**

Included in the price for "PCC Curb Ramps" under Section 10-1.18 of the Special Provisions.

**10-1.20 COLD PLANING (MILLING) ASPHALT CONCRETE AND PCC**

Existing asphalt concrete pavement and PCC pavement shall be cold planed at the locations and to the dimensions shown on the plans and as directed by the Engineer.

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The cold planing machine shall be equipped with a cutter head not less than 72 inches in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. All conform locations shown on the plans are approximate and shall be verified in the field with the Engineer prior to the start of work. The depth of the cut shall be measured from the existing lip of gutter and no additional payment will be made for grinding of material above the existing lip of gutter. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the adjacent surfacing to remain in place.

The Contractor shall be responsible for all damage to cold mill planing machines caused by hitting any hidden objects during the planing operation. In addition, the Contractor shall be responsible for the cost of repairing any facility that is damaged by the cold mill planing machine.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 2 inches will not be allowed at any time between adjacent lanes open to public traffic.

The material planed from the roadway surface and remnants or slivers of old asphalt concrete lift, including material deposited in existing gutters, driveways, around structures, or on the adjacent traveled way, shall be removed and disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the State Standard Specifications. Removal of this material shall be considered as included in this item of work and no additional compensation will be allowed. Removal operations of cold-planed material shall be concurrent with planing operations and follow within 250 feet of the planer, unless otherwise directed by the Engineer.

The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles for final clean-up work and shall keep the milled area cleaned and maintained at all times until the street has been resurfaced. Base repair and crack sealing operations shall not begin on any street until all grinding operations on that street have been completed.

Temporary asphalt tapers shall be provided where transverse joints are planed in the pavement at conform lines. No drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be of commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-

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1.13 of the State Standard Specifications. Operations shall be scheduled so that not more than 10 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

**COLD PLANING (MILLING) ASPHALT CONCRETE (1.5" DEPTH)** will be measured by the **SQUARE YARD** as visible on the milled surface after milling operations are complete.

The quantity to be paid for will be the actual area of roadway surface that is cold planed, irrespective of the number of passes required to obtain the depth shown on the plans as measured from existing lip of gutter or other reference points established before milling operations.

The contract unit price paid per square yard for "Cold Planing (Milling) Asphalt Concrete (1.5" Depth)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all work involved in cold planing asphalt concrete surfaces or PCC surfaces and disposing of planed material, including sweeping and furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in these Technical Provisions and as directed by the Engineer.

#### **10-1.21 WEDGE GRINDING AND CONFORM GRINDING**

Wedge grinds shall be ground into the existing asphalt concrete pavement along all existing gutters and where indicated on the plans. The Contractor shall exercise care when performing wedge grinding around existing manholes, valve boxes and other facilities located at the lip of gutters or within the wedge grind areas.

All grinding areas shall be paved with asphalt concrete within five (5) calendar days after grinding, weather permitting. The Engineer shall have the authority to stop grinding operations if it is determined that the grinder is too far ahead of paving operations. No additional compensation shall be made to the contractor for any work stoppage.

Wedge grinding shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

The cold planing machine shall be equipped with a cutter head not less than 72 inches in width and shall be operated so as to not produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

Wedge grinds shall be parallel to the direction of traffic. These shall be ground below the gutter or along the edge of pavement as indicated on the plans and shall daylight six feet (6') from the lip of the gutter or edge of pavement. Any sections of asphalt that becomes loose after wedge grinding shall be removed and disposed of by the Contractor at the Contractor's expense.

The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical

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cross sections. The outside lines of the planed areas shall be neat and uniform. Grinding of asphalt concrete pavement shall be performed without damaging the underlying pavement surface to remain in place.

Conform grinding will be necessary at the beginning and ending of each street section such that the final asphalt surface provides a smooth transition to the adjacent pavement surface. Conform grinding shall be a minimum fifteen feet (15') wide.

If the wedge grinding operation begins to pulverize the asphalt concrete surface that is to remain intact, or penetrates the entire underlying asphalt section, the Contractor shall notify the Engineer immediately. The Contractor shall use a smaller grinder to prevent further damage to the underlying pavement in areas where the underlying pavement is being pulverized. In locations where the grinding penetrates the entire underlying surface, the Contractor shall construct a base repair according to the base repair requirements for the subject road. This work shall be paid for under the contract bid item for the applicable base repair.

The Contractor shall be responsible for all damage to cold planing machines caused by hitting any hidden objects during grinding operations. In addition, the Contractor shall be responsible for the cost of repairing any facility that is damaged by the cold planing machine.

**WEDGE GRINDING** and **CONFORM GRINDING** will be measured by the **SQUARE YARD** for the depths and widths specified on the project plans or as required by the overlay thickness. The quantities to be paid for will be the actual areas cold planed for the depths and widths designated on the plans, irrespective of the number of passes required to obtain the depths and widths shown on the plans.

The contract unit prices paid for "Wedge Grinding" and "Conform Grinding" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in grinding asphalt concrete surfacing and disposing of ground materials, including furnishing temporary asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in these Contract Specifications and as directed by the Engineer.

**10-1.22 FULL DEPTH BASE REPAIR (AC and PCC Pavements)**

This work shall consist of the removal of existing asphalt concrete or Portland Cement Concrete pavement materials, and any unsuitable underlying subgrade materials, at a minimum to the full depth of the AC or PCC pavement, and replacement with either PCC or compacted asphalt concrete, as detailed on the plans. The locations and dimensions of Full Depth Base Repair areas were determined during a pavement condition conducted by the Engineer and are shown on the plans. The final locations and dimensions of full depth base repair areas shall be marked by the Contractor after milling during a mandatory site walk. The quantity in the bid schedule is based on pavement condition surveys conducted in October and November of 2009.

Prior to beginning full base depth repair work, the Contractor shall arrange for and conduct a mandatory site walk to determine each base repair location and dimension with the Owner and

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Engineer. The Engineer and Contractor shall record the agreed upon dimensions for each base repair at each location. The size of the base repairs shall not vary from this agreement unless specified in writing by the Engineer. Additional compensation shall not be allowed for base repairs in excess of the agreed upon size.

For areas where HMA will be used to bring the base repair section to grade, asphalt concrete shall be Type A and be produced at a central mixing plant. The aggregate shall conform to the ¾ inch gradation as specified in Section 39-1.02E, "Aggregate", of the Standard Specifications (latest edition). Asphalt binder to be mixed with the aggregate shall conform to the provisions of Section 92, "Asphalts", of the Standard Specifications and shall be paving asphalt PG 64-10, unless otherwise directed by the Engineer.

For areas where PCC is called out to bring the base repair section to grade, the concrete shall conform to Section 11-08 of the City of Santa Cruz Standard Specifications and be Class A, six sack concrete with expansion and/or weakened plane joints placed as directed by the Engineer.

The base repairs shall be performed after milling and prior to placing pavement reinforcing fabric or chip sealing operations. The Contractor shall remove existing asphalt concrete pavement to the full depth of the existing asphalt concrete pavement either by milling or excavating after saw-cutting with a power-driven saw to a depth of not less than 0.15-foot. Unsuitable base material, as determined by the Owner or Engineer, shall be removed to a depth of 6 inches. The depth of base repairs shall be measured from the milled surface.

Existing asphalt concrete surfacing or PCC pavement and underlying base materials removed from vehicular travel lanes during a work period shall be replaced before the lane is re-opened to public traffic as designated in Section 10.7 Traffic Control and Construction Area Signs of these Special Provisions.

Surfacing and base materials shall be removed without damage to adjacent surfacing that is to remain in place. Damage to pavement that is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new similar surface materials if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's sole expense and will not be measured nor paid for. If during any of the operations the Contractor damages a monument or manhole or other underground utility facility, the Contractor shall be responsible for the repair of those facilities including, but not limited to, replacing any monuments knocked off center point in accordance with the requirements of the City Engineer. The Contractor shall return all facilities to their proper places at his sole expense.

For this work, the following supersedes Section 19-2.02, Unsuitable Material, of the Standard Specifications:

The removal and disposal of unsuitable material beyond the removal depths specified and as directed by the Engineer shall be paid for as extra work as provided in Section 10-1.17 Demolition.

When unsuitable material is removed, the resulting space within the roadway shall be filled with aggregate base. The fill material will be measured and paid for in accordance with Section 10-1.17



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Demolition, bid item "Over-Excavation".

Removed materials shall be disposed of outside of the highway right-of-way at a licensed disposal facility in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

The material remaining in place, after removing surfacing and base to the required depth, shall be graded to a plane, moisture conditioned, and compacted to ninety-five percent (95%) relative compaction. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

Areas of the base material that are low as a result of over excavation shall be filled, at the Contractor's expense, with asphalt concrete or PCC, as applicable.

The thickness of the asphalt concrete for full depth base repair shall match the thickness of the existing asphalt concrete minus the milling depth if applicable. Asphalt concrete shall be placed in lifts as indicated on the plans and conforming to Section 39-6.01 of the Standard Specifications. The asphalt concrete shall be placed and compacted to ninety-five percent (95%) relative compaction and shall meet the elevation of the existing pavement contour (after milling). Areas inaccessible to rollers shall be compacted by use of a power compactor of the high impact, vibra-plate type, capable of attaining the same compaction as the rolled areas. Relative compaction shall be determined by California Test 375. Laboratory specimens shall be compacted in conformance with California Test 304.

The Contractor shall apply a tack coat to the vertical faces of the existing asphalt pavement and to the base material prior to placement of asphalt concrete.

**FULL DEPTH BASE REPAIR AC 6" DEPTH** will be measured by the **SQUARE FOOT**.

**FULL DEPTH BASE REPAIR PCC 6" DEPTH** will be measured by the **SQUARE FOOT**.

The contract unit price paid for "Full Depth Base Repair AC 6" Depth" and "Full Depth Base Repair PCC 6" Depth" shall include full compensation for all materials (including asphalt concrete and tack coat), equipment and labor required for saw-cutting, milling, hauling, disposing of existing materials, and placement and compaction of new materials, in the areas marked in the field, and as specified in these Special Provisions and designated by the Engineer.

Due to the unknown quantity of full-depth base repairs that will be required, the provisions of Section 4-1.03B (2) "Decreases of More Than 25 Percent" of the Standard Specifications shall not apply to this item of work. Rather, the unit price for Asphalt Concrete Base Repair of the various depths entered by the Contractor in the Base Bid Schedule shall govern regardless of the final quantity of full-depth base repairs performed. Further, a decrease of more than 25% of the estimated quantity of full-depth base repairs shall not constitute a change in the character of the work and the provisions of Section 4-1.03C "Changes in Character of Work" shall not apply in that instance. In addition, the quantities for asphalt concrete base repair of the various depths listed in the Bid Schedule are increased by 10 % from what is shown on the plans to account for changes in size of the asphalt concrete base repair areas during construction.

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Asphalt concrete and tack coat materials used for asphalt concrete base repairs will not be measured separately. Full compensation for asphalt concrete and tack coat materials will be considered as included in the contract unit prices paid for Asphalt Concrete Base Repair of the various depths and no additional compensation will be made therefor.

**10-1.23 PAVEMENT REINFORCEMENT FABRIC**

Pavement reinforcing fabric for asphalt concrete pavement shall conform to Section 88-1.02 "Pavement Reinforcing Fabric" of the State Standard Specifications.

Pavement reinforcing fabric shall be **TRUPAVE** or approved equal.

Installation of pavement reinforcing fabric shall conform to Section 39-4.03 "Pavement Reinforcing Fabric" of the State Standard Specifications and these special provisions. Before installation of the pavement reinforcing fabric, a 1" HMA Overlay (leveling course) using Type A asphalt concrete with 3/8" maximum aggregate. This leveling course will be paid for under the appropriate bid item.

**Payment**

**PAVEMENT REINFORCING FABRIC** will be measured by the **SQUARE YARD**.

The contract price paid per **SQUARE YARD** for "Pavement Reinforcing Fabric" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing the pavement reinforcing fabric, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**10-1.24 HOT MIX ASPHALT**

GENERAL

**Summary**

This work includes producing and placing hot mix asphalt (HMA) Type A using the Standard process and must comply with Section 39, "Hot Mix Asphalt," of the State Standard Specifications and the City of Santa Cruz Department of Public Works Standard Specifications (2002).

**Submittals**

Hot mix asphalt mix design and job mix formula shall be in accordance with Section 39-1.03 "Hot Mix Asphalt Mix Design Requirements" of the State Standard Specifications.

MATERIALS

**Asphalt Binder**

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG-64-10.

### **Aggregate**

The aggregate for HMA Type A (base course and base repair) must comply with the ¾" maximum coarse grading.

The aggregate for HMA Type A (leveling course) must comply with the 3/8" maximum grading.

The aggregate for HMA Type A (surface course) must comply with the ½" maximum medium grading.

## **CONSTRUCTION**

### **Vertical Joints**

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

### **Conform Tapers**

Place shoulder conform tapers concurrently with the adjacent lane's paving.

Place additional HMA along the pavement's edge to conform to road connections and private drives. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

### **Subgrade Preparation**

The subgrade shall be prepared in conformance with Section 12.04, "Preparation of Subgrade" of the City Standard Specifications. The top overlay lift of asphalt concrete shall be placed with a Barber-Greene type paving machine.

Asphalt concrete surfacing shall be spread and compacted in one or more layers; each layer shall not be more than 0.25 feet in compacted thickness.

Existing pavement to be resurfaced shall be prepared as detailed below:

- a. The Contractor shall set out "No Parking" signs as required in the section "Notification of Construction" prior to the paving day in order to prevent parking of automobiles along the street. Vehicles remaining on the street the day of the paving work (when properly posted **72 hours** in advance) shall be towed by a legal operator arranged for by the Contractor.
- b. The Contractor shall sweep the street thoroughly with a power broom to remove all dirt and debris.
- c. The Contractor shall apply a tack coat of mixing type asphaltic emulsion at a rate not to exceed 0.05 gallon per square yard. The tack coat must not be applied too far ahead of paving.

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- d. Place asphalt concrete in conformance with Section 39 "Hot Mix Asphalt" of the State Standard Specifications. A paving machine meeting the requirements of Section 39-1.10, "Spreading and Compacting Equipment" shall be used to spread the surfacing. Special care shall be taken to feather out the surfacing at intersections and pavement edges identified on the plans. At intersections the surfacing must be rolled in both directions of traffic during the initial rolling. The Contractor shall remove from the job all plant mixed asphalt not placed and compacted on street. Along the gutter edge, a laborer shall shape the edge of the paving blanket so that face will be flush with gutter edge after rolling as indicated on the plans.
- e. The Contractor's attention is drawn to the requirements included in Section 39-6.03, Paragraphs 12 and 13 of the State Standard Specifications regarding surface quality of the finished paving, to wit:
- The completed surfacing shall be thoroughly compacted, smooth and free from ruts, humps, depressions or irregularities. Any ridges, indentations or other objectionable marks left on the surface of the asphalt concrete by blading or other equipment shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations or other objectionable marks in the asphalt concrete shall be discontinued, and acceptable equipment shall be furnished by the contractor.
  - When a straightedge 12 feet long is laid on the finished surface and parallel with the center line, the surface shall not vary more than 0.01-foot from the lower edge of the straightedge. The transverse slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02-foot are present when tested with a straightedge 12 feet long laid in a direction transverse to the center line and extending from edge to edge of a 12-foot traffic lane.
- If the above specifications are not met, in the opinion of the Engineer, the Contractor shall be responsible for correcting any rejected work without additional compensation, per Sections 5-1.03, 5-1.08 and 5-1.09 of the State Standard Specifications.
- f. The Contractor is required to use bottom dumps and a pick-up machine for the final lift of mainline paving on this project. Contractor's attention is directed to Section 2.221 of these specifications, Item 13.
- g. The schedule for the paving work shall be submitted to the Engineer at least **5 calendar days** prior to performing paving work.

**Leveling Course**

Hot Mix Asphalt with 3/8" Max. Aggregate size shall be used in construction of the leveling course. It is the intent of this leveling course to fill in depressions and otherwise attenuate inconsistencies in the milled or existing pavement surface. In placing this leveling course, the Contractor should not attempt to place a uniform 1" thick mat; the mat should **at most** be 1" thick, and should feather out at the edges to a depth of not more than the max. aggregate size. In placing the leveling course, if the edges of the mat, after rolling, are in excess of the maximum aggregate size, the contractor will place additional HMA by hand and compact along the edge of the mat in order to feather this leveling course out and provide as smooth a transition as possible.

### **Payment**

**HOT MIX ASPHALT (1" Overlay, leveling course)** will be measured by the TON.

**HOT MIX ASPHALT (2" Overlay)** will be measured by the TON.

All weight slips will be collected by the City inspector on the job and will be the basis for payment. Payment will be made in accordance with Section 9 of the City Standard Specifications. No payment will be made for asphalt concrete not placed due to inclement weather, due to breakdown of equipment, improper preparation or improper temperature of paving surfaces, and improper temperature or poor quality of asphalt concrete.

The contract price paid per TON for "Hot Mix Asphalt" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **10-1.25 ADJUST FRAME AND COVER TO GRADE**

Frames and covers of existing manholes, and valves or other facilities shall be adjusted to grade in accordance with the provisions in Section 15-2.05, "Reconstruction," of the State Standard Specifications.

This work includes installing new frames and covers furnished by the City for manhole covers marked "Silent Knight" and some old deteriorated manhole covers as directed by the City Engineer. Old frames and covers shall be salvaged by the Contractor and delivered to the Sanitary Division of the City.

Utility Boxes include Water Valve boxes, Survey Monuments and Monitoring Wells only. All other utility boxes will be adjusted by others. Contractor is responsible to notify other utility companies to mark their facilities before any pavement work is started. The existing traffic detector handhole boxes for the traffic detection loops shall be removed and backfilled with full depth asphalt concrete.

Adjustment of existing gate valve boxes to new finish grade consistent with Santa Cruz Water Department standard drawing 2994 including but not limited to locating, marking, excavation, removal of gate valve box and resetting at proper height, bedding, backfill and pavement repair in accordance with Plans and Specifications. Any gate valve boxes or lids damaged by the Contractor or its sub-contractor shall be replaced. Gate valve boxes shall not be adjusted using grade rings.

**ADJUST UTILITY BOX** will be measured be **EACH** in place and accepted. This item includes the utility boxes associated with survey monuments, water valve boxes, sewer clean outs, etc.

**ADJUST MANHOLE FRAME & COVER** will be measured be **EACH** in place and accepted. This item includes manholes associated with sanitary sewer facilities and storm drains.

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The contract price paid per **EACH** for each type of adjust frame and cover to grade, shall include full compensation for furnishing all labor, materials, tools, equipments, materials and incidentals and for doing all the work involved in adjust frame and cover to grade, complete, in place, as shown on the plans, as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer. Payment for Adjust Frame and Cover to Grade shall be the unit price for each complete and accepted.

**10-1.26 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS**

Thermoplastic traffic stripes (traffic lines) shall be used and shall conform to the provisions in Sections 84-1, "General", and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings", of the State Standard Specifications and these special provisions.

The State Specification No. for Glass beads in Section 84-2.02, "Materials", of the State Standard Specifications is amended to read "8010-21C-22 (Type II)". Thermoplastic Material shall conform to the requirements of State Specification No. 8010-21C-19.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 30 mil (0.030 inches) for longitudinal line and 125 mil (0.125 inches) for transverse line and legend.

At the option of the Contractor, permanent striping tape as specified in "Pre-qualified and Tested Signing and Delineation Materials" elsewhere in these special provisions, may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein, except that STAMARK Brand Pavement Tape, Bisymmetric 1.75 Grade, manufactured by the 3M Company, shall not be used. Pavement tape, if used, shall be installed in accordance with the manufacturer's specifications. If pavement tape is placed instead of thermoplastic traffic stripes and pavement markings, the pavement tape will be measured and paid for as thermoplastic traffic stripes and thermoplastic pavement marking.

The Contractor shall be responsible for traffic stripe and pavement marker layout, which must be field reviewed and approved by City Traffic Engineer prior to construction. The City shall provide the Contractor with a layout plan for this purpose.

**THERMOPLASTIC TRAFFIC STRIPE** of the various Details listed in the Bid Schedule will be measured by the **LINEAR FOOT** for each of the various types of traffic stripes installed.

**THERMOPLASTIC 12" STOP BARS (WHITE OR YELLOW)** will be measured by the **LINEAR FOOT**.

**THERMOPLASTIC CROSSWALK** (piano key style) will be measured by the **SQUARE FOOT** of 12" white striping.

**THERMOPLASTIC PAVEMENT MARKINGS (ARROWS, WORDS AND NUMERALS)** will be measured by the **SQUARE FOOT** for each of the various pavement markings (legends) installed.

**THERMOPLASTIC YIELD LINES** will be measured by the **LINEAR FOOT** for each of the various pavement markings (legends) installed.

The contract unit prices paid for each of the various traffic stripes, stop bars, crosswalks, yield lines and pavement markings (legends) shall include full compensation for furnishing all labor, materials, primer, tools, equipment and incidentals and for doing all of the work involved in painting thermoplastic traffic stripes, (regardless of the number, width, and patterns of individual stripes involved in each traffic stripe), and pavement markings including establishing alignment for stripes and layout work, complete and in place, as shown on the Plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

### 10-1.27 PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers", of the State Standard Specifications and these Special Provisions.

At the option of the Contractor, a hot melt bitumen adhesive may be used to cement the markers to the pavement, instead of the Rapid Set Type or Standard Set Type adhesive specified in said Section 85-1.06, of the State Standard Specifications. The bitumen adhesive material, if used, shall conform to the following:

<u>Specification</u>	<u>ASTM Test Method</u>	<u>Requirement</u>
Flash Point, COC, °F	D 92	550 Min
Softening Point, °F	D 36	200 Min
Brookfield Viscosity, 400 ° F	D 2196	7,500 cP Max
Penetration, 100g, 5 sec, 77 °F	D 5	10 - 20 dmm
Filler Content, % by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	50 - 75

Filler material shall be calcium carbonate and shall conform to the following fineness:

Sieve Size	Percent Passing
No. 100	100
No. 200	95
No. 325	75

Bitumen adhesive shall be indirectly heated in an applicator with continuous agitation. The adhesive shall be applied at a temperature between 400 °F and 425 °F. Markers shall be placed immediately after application of the adhesive.

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Placement of markers using bitumen adhesive shall conform to the requirements for placing markers in said Section 85-1.06 of the State Standard Specifications, except as follows:  
Markers shall not be placed when the pavement or air temperatures are 50°F or less.

Any Pavement Markers damaged shall be replaced in accordance with State Standard Specifications, Section 85 and these Technical Specifications at the Contractor's sole expense.

**BLUE FIRE HYDRANT PAVEMENT MARKERS** will be measured by **EACH** in place and accepted.

The contract unit prices paid for **EACH** "Blue Fire Hydrant Pavement Marker" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all of the work involved in installing reflectorized pavement markers, complete and in place, as shown on the Plans, as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer.

#### **10-1.28 TRAFFIC LOOPS**

Traffic signal loop detectors identified on the plans and if encountered during construction shall be replaced by new inductive loop detectors of the like kind. Installation of new traffic signal loops, conduit and handhole for loop detector wires, if required, are also included.

All work shall conform to the provisions of Section 86, "Signals, Lighting, and Electrical Systems" of the State Standard Specifications, applicable portions of Standard Plans ES-5A through ES 5D and these Special Provisions.

Loops shall be installed as per Standard Plan ES – 5B and shall conform to the following:

(1) Conduit.

Conduit which is installed underground shall be Type 3, rigid, nonmetallic type, Schedule 40. All conduits shall enter a pullbox with a 90 degree elbow, unless permitted otherwise by the Engineer.

All conduits shall have a 1/4 inch pullrope installed in them.

After conductors have been installed, the ends of the conduits terminating in pull boxes and controller cabinets shall be sealed with a sealing compound approved by the Engineer.

When a standard coupling cannot be used for coupling metal type conduit, a UL listed threaded union coupling, as specified in the third paragraph in section 86-2.05C, "Installation," of the State Standard Specifications, or a concrete tight split coupling or concrete tight set screw coupling shall be used.

Conduit runs may be located behind curbs or installed in the street. All pull boxes shall be located in the street.



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Trenching for conduit installation within the street section is PERMITTED if delay to any vehicle will not exceed 10 minutes. The top of the installed conduit shall be a minimum of 1 foot below finish grade in the street section. The trench shall be backfilled with commercial quality concrete.

All trenches shall be finish paved within 24 hours of the installation of the Portland cement concrete backfill. If the Contractor does not comply with this section, the Engineer will order the work done by others and deduct the cost of doing the work from monies due the Contractor.

When rigid non-metallic conduit is placed in a trench other than in the street section, and after the conduit is installed, the trench shall be backfilled with PCC Slurry. No native material backfill will be permitted.

The conduit in a foundation and between a foundation and the nearest pullbox shall be the rigid non-metallic type.

**(2). Detectors.**

Refer to State Standard Specifications Section 86-5.01 A (4), "Construction Materials": Loop wire shall be Type 1. The loop lead-in cable shall be Type B. Round/circle loops are not acceptable.

Each cable shall be identified in the pull-box nearest the loop and in the controller cabinet as to its "phase and loop number."

Detector sensor units shall be "Detector Systems Model 222", or approved equivalent. Detector sensor units furnished shall function without "locking up". If the detector sensor units furnished for the contract continually lock up when tuned for a motorcycle, all sensor units shall be replaced with another brand of detector.

Conductors to be buried in the pavement shall be installed only in the presence of the Engineer. All loops shall be connected in series (electrically, not mechanically). Asphaltic Emulsion Sealant shall be used to install the detector loops in the next to final lift of asphalt. Rubberized "Hot Melt" loop sealant shall be used for loops installed in the final lift of asphalt, or existing finished grade. Epoxy shall be used in concrete surfaces. Asphalt concrete shall be used to fill all curb termination points.

Slots cut in the pavement shall be washed clean, blown out and thoroughly dried before installing conductors. Residue resulting from slot cutting operations shall not be permitted to flow across shoulders or lanes occupied by public traffic and shall be removed from the pavement surface before any such material flows off of the pavement surface. Residue from slot cutting operations shall be disposed of outside the highway right of way in accordance with Section 7-1.13.

The loops shall be installed on the existing surface of the roadway following wedge/conform grinding and the application of any leveling course, but prior to the application of the final overlay course of asphalt concrete.

Detector lead-in cable (DLC) shall be installed from the pull box to the controller cabinet as directed by the Engineer. Where DLC is to be installed into an existing conduit system, the

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following procedure shall be followed:

1. Disconnect loop wires from DLC.
2. City Traffic Operations to place the signal controller on "Recall".
3. Remove the DLC to the controller cabinet.
4. Install DLC as directed by the Engineer.
5. Splice to loop wires and test detector function.

The Contractor shall coordinate with the City operation prior to cutting existing detector loops.

Prior to saw cutting for loops, acceptance of layout lines/locations by the Engineer is required. Loops and loop wire shall be inspected by the Engineer prior to being concealed by the overlay course of asphalt concrete.

**TRAFFIC DETECTOR LOOPS – TYPE A** will be measured by **EACH** in place, functioning and accepted.

**TRAFFIC DETECTOR LOOPS – TYPE D** will be measured by **EACH** in place, functioning and accepted.

**BICYCLE DETECTOR LOOPS** will be measured by **EACH** in place, functioning and accepted.

Traffic detector loops will be paid at the contract unit price for the applicable installation as stated in the bid schedule, and shall include full compensation for furnishing all labor, materials, tools, equipment, including installation of conduit for loop detector wires, handholes, connection to existing pullbox, incidentals, and performing all alterations necessary to complete the work in place, as specified in the State Standard Specifications and these Special Provisions and as directed by the Engineer.

**SECTION 14.**  
**FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

**GENERAL**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT**—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING**—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1 Name of joint venture \_\_\_\_\_  
\_\_\_\_\_

2 Address of joint venture \_\_\_\_\_  
\_\_\_\_\_

3 Phone number of joint venture \_\_\_\_\_  
\_\_\_\_\_

4 Identify the firms which comprise the joint venture (The DBE partner must complete Schedule A) \_\_\_\_\_  
\_\_\_\_\_

a Describe the role of the DBE firm in the joint venture  
\_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer \_\_\_\_\_  
\_\_\_\_\_

5 Nature of the joint venture's business \_\_\_\_\_  
\_\_\_\_\_

6 Provide a copy of the joint venture agreement

7 What is the claimed percentage of DBE ownership? \_\_\_\_\_  
\_\_\_\_\_

8 Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6)

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- a Profit and loss sharing.
- b. Capital contributions, including equipment
- c Other applicable ownership interests

9 Control of and participation in this contract Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a Financial decisions \_\_\_\_\_

b Management decisions, such as

1 Estimating \_\_\_\_\_

2. Marketing and sales \_\_\_\_\_

3 Hiring and firing of management personnel \_\_\_\_\_

4 Purchasing of major items or supplies \_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_

Note —If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor

**Affidavit**

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

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Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date \_\_\_\_\_

State of \_\_\_\_\_

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

On this \_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

Date \_\_\_\_\_

State of \_\_\_\_\_

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

On this \_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

(Exclusive of Appalachian Contracts)

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**ATTACHMENTS**

A Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

**I. GENERAL**

1 These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2 Except as otherwise provided in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract

4 A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12.

- Section I, paragraph 2,
- Section IV, paragraphs 1, 2, 3, 4, and 7,
- Section V, paragraphs 1 and 2a through 2g

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

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6 **Selection of Labor:** During the performance of this contract, the contractor shall not

a discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation

**II NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more)

**1 Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO

a The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract

b The contractor will accept as his operating policy the following statement:

*"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."*

**2 EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so

**3 Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means

**4 Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended)

c. The contractor will encourage his present employees to

refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees

**5 Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion

**7 Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below.

a The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment

b The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment

a The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract

b Disadvantaged business enterprises (DBE), as defined in 49 CFR 26, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel

c The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations

**9 Records and Reports:** The contractor shall keep such

records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA

a The records kept by the contractor shall document the following

(1) The number of minority and non-minority group members and women employed in each work classification on the project,

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women,

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data

### III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more )

a By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability

b As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking)

c The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files

#### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt)

##### **1. General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U S C 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract

##### **2. Classification:**

a The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination

b The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination,

(2) the additional classification is utilized in the area by the construction industry,

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination, and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed

c If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D C 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

d In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

##### **3. Payment of Fringe Benefits:**

a Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit



as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

##### **a. Apprentices:**

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

##### **b. Trainees:**

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **c. Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

## 5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

## 6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

## 8. Violation:

**Liability for Unpaid Wages; Liquidated Damages** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

## 9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### 1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### 2. Payrolls and Payroll Records:

a Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b The payroll records shall contain the name, social security number, and address of each such employee, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2 The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions

3 The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract

4 No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract

### VIII. SAFETY: ACCIDENT PREVENTION

1 In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333)

3 Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333)

### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding refer to Form 1273 — Revised 3-95  
08-07-95

regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project

### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

*"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation, or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation, or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat 355), as amended and supplemented,*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both "*

### X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more )

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows.

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

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for the contract is under consideration to be listed on the EPA List of Violating Facilities

4 That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a By signing and submitting this proposal, the prospective primary participant is providing the certification set out below

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g The prospective primary participant further agrees by

submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions**

1 The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency,

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification, and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

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## 2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

1. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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## XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall

be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

3 The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly

**FEDERAL-AID FEMALE AND MINORITY GOALS**

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization

Goal for Women (applies nationwide) (percent) 6.9

The following are goals for minority utilization

**CALIFORNIA ECONOMIC AREA**

	Goal (Percent)
174 Redding, CA	
Non-SMSA Counties . . . . .	6.8
CA Lassen, CA Modoc; CA Plumas, CA Shasta; CA Siskiyou, CA Tehama.	
175 Eureka, CA	
Non-SMSA Counties . . . . .	6.6
CA Del Norte, CA Humboldt, CA Trinity	
176 San Francisco-Oakland-San Jose, CA	
SMSA Counties:	
7120 Salinas-Seaside- Monterey, CA . . . . .	28.9
CA Monterey	
7360 San Francisco-Oakland, CA . . . . .	25.6
CA Alameda; CA Contra Costa, CA Marin, CA San Francisco, CA San Mateo	
7400 San Jose, CA . . . . .	19.6
CA Santa Clara	
7485 Santa Cruz, CA . . . . .	14.9
CA Santa Cruz	
7500 Santa Rosa, CA . . . . .	9.1
CA Sonoma	
8720 Vallejo-Fairfield- Napa, CA . . . . .	17.1
CA Napa, CA Solano	
Non-SMSA Counties . . . . .	23.2
CA Lake, CA Mendocino, CA San Benito	

177 Sacramento, CA	
SMSA Counties:	
6920 Sacramento, CA. . . . .	16.1
CA Placer, CA Sacramento, CA Yolo.	
Non-SMSA Counties . . . . .	14.3
CA Butte, CA Colusa, CA El Dorado; CA Glenn, CA Nevada, CA Sierra, CA Sutter, CA Yuba	
178 Stockton-Modesto, CA	
SMSA Counties	
5170 Modesto, CA . . . . .	12.3
CA Stanislaus	
8120 Stockton, CA . . . . .	24.3
CA San Joaquin	
Non-SMSA Counties . . . . .	19.8
CA Alpine; CA Amador, CA Calaveras, CA Mariposa, CA Merced, CA Tuolumne	
179 Fresno-Bakersfield, CA	
SMSA Counties	
0680 Bakersfield, CA . . . . .	19.1
CA Kern	
2840 Fresno, CA . . . . .	26.1
CA Fresno	
Non-SMSA Counties . . . . .	23.6
CA Kings; CA Madera, CA Tulare.	
180 Los Angeles, CA	
SMSA Counties	
0360 Anaheim-Santa Ana-Garden Grove, CA . . . . .	11.9
CA Orange.	
4480 Los Angeles-Long Beach, CA . . . . .	28.3
CA Los Angeles	
6000 Oxnard-Simi Valley- Ventura, CA . . . . .	21.5
CA Ventura	

6780 Riverside-San Bernardino- Ontario, CA . . . .	19 0
CA Riverside, CA San Bernardino	
7480 Santa Barbara-Santa Maria- Lompoc, CA . . . .	19 7
CA Santa Barbara	
Non-SMSA Counties . . . .	24 6
CA Inyo, CA Mono, CA San Luis Obispo.	
181 San Diego, CA	
SMSA Counties	
7320 San Diego, CA . . . . .	16 9
CA San Diego	
Non-SMSA Counties . . . . .	18 2
CA Imperial	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon

Form 1273 — Revised 3-95  
08-07-95





## CITY COUNCIL AGENDA REPORT

DATE: 2/14/2011

AGENDA OF: 2/22/2011

DEPARTMENT: Water

SUBJECT: Water Supply Project – Independent Technical Advisor – Contract  
Amendment No. 3. (WT)

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**RECOMMENDATION:** Motion to authorize the City Manager to execute Contract Amendment No. 3 with Kennedy/Jenks Consultants of San Francisco, CA in an amount not to exceed \$580,000 for Independent Technical Advisor to the scwd2 Seawater Desalination Program.

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**BACKGROUND:** At its July 18, 2007 meeting, the Desalination Task Force approved the proposed organizational structure and descriptions of responsibilities for the Task Force, Program Managers, Desalination Program Coordinator and Public Outreach Coordinator. The approved organizational structure of the Desalination Program also included an Independent Technical Advisor. The Task Force defined the work of the Technical Advisor to include general program oversight as required in addition to advice to staff on technical issues. The selected consultant was to be contracted with the City of Santa Cruz on behalf of scwd2.

Following a competitive process in fall 2007, the City hired Kennedy/Jenks Consultants (KJ) in March 2008 under a one-year, \$250,000 contract with potential extensions granted annually by the City on behalf of scwd2 as appropriate. Contract Amendment No. 1 in the amount of \$350,000 was approved in February 2009. Contract Amendment No. 2 in the amount of \$300,000 was approved in March 2010. Each Contract Amendment was consistent with the initial contract with regard to terms, conditions and price basis. However, each Contract Amendment's budget reflected the anticipated increase or decrease in projects and subsequent level of effort to be requested of KJ.

**DISCUSSION:** Staff continues to be very pleased with the contributions to the project by KJ. KJ is well staffed and able to assist with the various issues surrounding this project including seawater reverse osmosis, water treatment in general, fisheries issues, geology, hydrogeology, energy use, greenhouse gases (GHG), public outreach, and more.

Staff requested a revised scope and budget from KJ for its fourth annual contract from March 2011 to February 2012. Contract Amendment No. 3 scope and budget reflects the anticipated technical advisory work in the coming year, including the following areas: energy use, GHG emissions and mitigation studies, facility design, intake study finalization, public outreach, technical assistance to support the CEQA process, and permitting. An increase in scope of work

for public outreach, energy use and GHG emissions and mitigation studies is expected for the upcoming contract year.

The Desalination Task Force reviewed and approved this additional scope of work at its February 16, 2011 meeting.

FISCAL IMPACT: The cost of Contract Amendment No. 3 is \$580,000 bringing the total amount of contract to \$1,480,000. Funds are available in the Water Department FY 2011 Capital Improvement Program budget: \$406,000 in c700305, Water Supply Project and \$174,000 in c700016, Water Supply Project – SDC. According to the Memorandum of Agreement, Soquel Creek Water District will share the cost of this contract.

Submitted by:  
Bill Kocher  
Water Director

Approved by:  
Martín Bernal  
City Manager

ATTACHMENTS: Contract Amendment No. 3

**CONTRACT AMENDMENT**

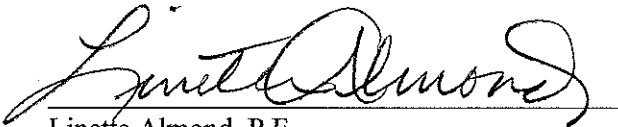
**Number Three**

That certain Agreement dated February 28, 2008 between the City of Santa Cruz and Kennedy/Jenks Consultants for professional services as Technical/Program Advisor to the **scwd**<sup>2</sup> Seawater Desalination Program is hereby amended as follows. The terms of this contract amendment apply to all Consultant's duties and tasks under the Professional Services Agreement.

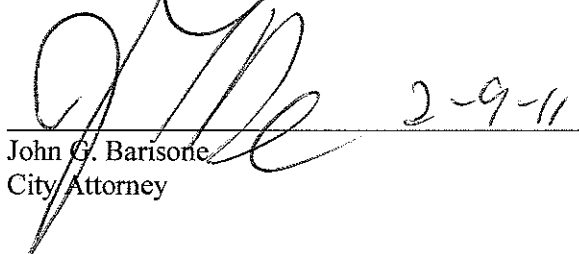
1. Appendix One, Scope of Services. Replace with attached letter dated 8 February 2011.
2. Appendix Two, Fees and Payments. Replace with attached letter dated 8 February 2011 including Fee Estimate and Schedule of Charges. Use of Consultant's vehicles for travel shall be paid at the current standard business mileage rate as established by the U.S. Internal Revenue Service.

All other terms and conditions of the original Agreement shall remain in effect.

**Reviewed by:**

  
\_\_\_\_\_  
Linette Almond, P.E.  
Deputy Water Director/Engineering Manager

**Approved As To Form:**

  
\_\_\_\_\_  
John G. Barisone  
City Attorney

**Kennedy/Jenks Consultants**

By \_\_\_\_\_  
Kerwin Allen, Vice President

Dated \_\_\_\_\_

**CITY OF SANTA CRUZ**

By \_\_\_\_\_  
Martín Bernal, City Manager

Dated \_\_\_\_\_

# Kennedy/Jenks Consultants

## Engineers & Scientists

303 Second Street, Suite 300 South  
San Francisco, California 94107  
415-243-2150  
FAX: 415-896-0999

8 February 2011

Ms. Heidi Luckenbach  
Desalination Program Coordinator  
scwd<sup>2</sup> Seawater Desalination Program  
212 Locust Street, Suite C  
Santa Cruz, CA 95060

Subject: Proposal for Technical Advisory Services for 2011/2012  
scwd2 Seawater Desalination Program

Dear Ms. Luckenbach:

Kennedy/Jenks Consultants (Kennedy/Jenks) has been providing Technical Advisory Services for the scwd<sup>2</sup> Seawater Desalination Program, beginning in March 2008 and going through February 2010, in accordance with our professional services agreement with the City of Santa Cruz Water Department (City), dated 28 February 2008. As requested, we have prepared a proposed detailed scope of work and fee proposal for the Technical Advisor Services covering the third one-year period, from March 2011 through February 2012. The general project scope elements include:

- Task 1. Project Management and Quality Control
- Task 2. Project Meetings
- Task 3. Outreach and Communications Assistance
- Task 4. Program Advisor Assistance
- Task 5. Intake System Assistance
- Task 6. Desalination Facility Design Assistance
- Task 7. Program Technical Assistance

Based on discussions with the scwd<sup>2</sup> Seawater Desalination Program Coordinator, the tasks below describe in more detail specific work that is likely to be completed in the 2011/2012 period. We understand that the services performed by the Technical Advisor are as-needed and that the specific extent, duration, and limit of the Technical Advisor Services will be negotiated with the City.

### Scope of Work

#### Task 1 – Project Management and Quality Control (QC)

Kennedy/Jenks will provide project management services focused on providing the right expertise to meet the project goals, control of costs, maintaining schedule requirements, identifying key issues and delivering quality documents, as appropriate. Project management

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scwd2 Seawater Desalination Program  
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will include directing the work of the team so that the work is accomplished on-time and within budget.

### **Task 1.1 – Project Management**

Kennedy/Jenks will provide overall project management; supervision of in-house staff; coordination of subconsultants; planning and monitoring budget and schedule; reviewing and submitting monthly invoices and progress reports, as required; and coordination with City staff. Communications with the Desalination Program Coordinator will include periodic telephone calls to discuss current activities and any needs for additional input or information. A project file will be maintained including copies of correspondence, reports, minutes of meetings and memoranda.

### **Task 1.2 – Quality Assurance and Quality Control**

Kennedy/Jenks will provide quality assurance and quality control (QA/QC) for all work, including detailed checking of work by in-house staff and subconsultants and review of all deliverables prior to submittal to the City. QA/QC shall include, as applicable to each task, reviews for clarity, code compliance, technical approach, and constructability.

### **Task 2 – Project Meetings**

For budgeting purposes, we assume that Kennedy/Jenks Project Manager and Senior Technical Advisor, as required, will meet with the Desalination Program Coordinator on a monthly basis for general project meetings to review project progress, meet with City and Soquel Creek Water District (District) staff and coordinate with other program consultants. We will strive to combine meetings to be efficient with our time. Additional specific task meetings are described below in other tasks as appropriate.

### **Task 3 – Outreach and Communications Assistance**

Kennedy/Jenks will provide as-needed public outreach and communications strategy and assistance toward addressing potential challenges related to the project. Our approach is to listen and be proactive in anticipating and responding to community, media, and stakeholder concerns in a transparent and forthright manner. Kennedy/Jenks proposes to help review key stakeholder issues and concerns and assist in preparing an effective outreach strategy. Kennedy/Jenks will provide recommendations, outreach expertise, and assistance as warranted. With the continuance of preparing the draft EIR, work on setting greenhouse gas reduction goals and formulating climate action plans, and responding to more public awareness related to the project, the scope of work for outreach & communications during 2011/2012 is anticipated to be more than the 2010/2011 budget. Our public outreach specialist, Mark Milan of Data Instincts, is currently chair of the Public Outreach and Education Committee for the national WaterReuse Association which focuses on recycled water and desalination interests. He

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is located in the Bay Area and has over 18 years of experience in public outreach for public water related projects.

### **Task 3.1 – Provide Outreach and Communications Strategy Assistance**

Our objective is to implement and maintain consistent responsible communications throughout the project study and CEQA EIR phases. We will assist in developing and preparing communications materials, as needed, in coordination with Project Team. This potentially includes a variety of collateral materials such as, but not limited to: backgrounders, fact sheets, project updates, educational materials, maps, letters, and e-mail broadcasts. Kennedy/Jenks will provide assistance with writing, editing, layout and design.

This task includes meetings and conferences with District staff, City staff and Project Management Team members, CEQA Consultants, media representatives, public officials and potentially impacted individuals, businesses, and special interest groups. We will assist and advise Project Management Team leaders on best approaches for communications with policymakers, stakeholders, community members, and media representatives. Task elements include:

- Provide guidance and assistance with writing, editing, layout, and design of outreach materials related to the project outreach effort.
- Prepare and produce outreach materials such as fact backgrounders, fact sheets, bill inserts, and other materials, as requested.
- Provide guidance with e-mail broadcast group lists and distribution of messages.
- Provide guidance and support to Project Team for communications with public, stakeholders, special interest groups and potentially affected property owners.
- Encourage and facilitate team listening and consideration of community concerns/needs and translate/integrate back to Project Team outreach efforts.
- Help the Project Team remember promises made in the community through the many phases of project development and construction.
- Review project-related studies, EIR documents and messages prior to release and coordinate EIR, project design and construction notifications. Assist in preparing CEQA required notifications.
- Will assist staff with maintaining and updating the outreach schedule.

### **Task 3.2 – Assist with needs Assessment/Information Gathering for Existing and Future Stakeholders**

The purpose of this task is to gather input from various potentially affected community interests to shape the approach to meet the needs of these constituents and project objectives. We will utilize community interviews, small information gathering sessions, one-on-one meetings, in-depth interviews/discussions and in some instances, small surveys. These efforts will gain insight into concerns and needs, test approaches, and determine best methods for ongoing

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communications. This task would include interfacing with key project stakeholders, special interest groups, and potentially affected property owners. Other task items include:

- Generating draft discussion points
- City/District project team review discussion points and determining special interest groups/participants
- Coordinating, conducting, and facilitating information gathering sessions including in-depth interviews
- Providing project team with a summary of sessions, analysis and recommendations

### **Task 3.3 – Provide Assistance with Project Data Management**

Kennedy/Jenks will provide support and advice on Web content and structure with regard to the Integrated Water Plan and specific information related to the project. We will provide guidance on Web content for active community use. Community users will be able to get up-to-date information on the progress and phases of the project. The Web content will be timely in addressing developments related to environmental studies and project preliminary design.

Kennedy/Jenks will provide guidance in maintaining the project specific, segmented contact manager database, mail lists, and e-mail broadcast database. We will provide guidance in the use of outreach data and contact data records. Other tasks include:

- Advise on expansion of database to include relevant parcel and stakeholder entries of potentially affected project areas
- Coordinate updates and advise as to modifications to the system as may be required
- Advise on posting of relevant notices, documents, schedules and maps in a timely and responsive manner that meets community expectations for information about the project

### **Task 3.4 – Project Management, Quality Control and Consultations**

Activities include management of the Data Instincts consultant team dedicated to the scwd<sup>2</sup> Seawater Desalination Project and attendance at management meetings and presentations associated with public information, public outreach, and media relations. Task elements include:

- Manage Data Instincts staff and sub-consultant staff
- Provide detailed billing statements
- Attend meetings and phone conferences with staff and Project Team leaders and consultants as needed
- Includes review and or preparation of project presentations

### **Task 4 – Program Advisor Assistance**

Kennedy/Jenks will provide program advisory and oversight assistance for the scwd<sup>2</sup> Seawater Desalination Project.

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**Task 4.1 – Provide Program Strategy Assistance**

Kennedy/Jenks will provide as-needed program strategy assistance and advice as the project progresses and new conditions arise. Kennedy/Jenks will assist the Desalination Program Coordinator review the overall work plan throughout the program year to evaluate changes that need to be made for the upcoming months and years, based on the progress to date.

**Task 4.2 – Provide Assistance with Program Schedule**

Kennedy/Jenks will assist the Desalination Program Coordinator with maintaining and updating the overall program schedule. We will help to outline the overall program schedule, incorporate schedule details as the program progresses, and evaluate the impacts to the program critical path. We will incorporate detailed schedule components from program consultants such as the CEQA and Design Consultants.

**Task 4.3 – Provide Project Financing and Grant Strategy Assistance**

Kennedy/Jenks and team member Bartle Wells Associates will provide as-needed project financing strategy advice to assist the City and District to understand and plan for financing the construction and operations of the desalination facility. Kennedy/Jenks proposes to meet with appropriate City and District staff to review the current project financing strategy and offer as-needed recommendations.

Kennedy/Jenks can assist scwd<sup>2</sup> staff in identifying potential grant and funding opportunities for the overall project and can help scwd<sup>2</sup> staff with managing project grants, as needed.

**Task 4.4 – Provide Project Contract Cost Assistance**

Kennedy/Jenks will provide as-needed assistance to help the City and District to estimate the cost of upcoming project contracts for the scwd<sup>2</sup> Seawater Desalination Program.

**Task 4.5 – Provide Energy Study Assistance and Review**

Kennedy/Jenks will assist scwd<sup>2</sup> staff with the Energy Minimization and Greenhouse Gas Reduction Study for the desalination program. The attached, Assistance with Project Energy Study and Preparation of a Project Climate Action Plan, provides details to all energy related tasks.

Task elements include:

**Task 4.5.1 - Develop Energy Use and Baselines**

Work with the City and District to calculate the difference between respective agency energy baselines (BAU) and the IWP and IRP Energy use to determine the net potential changes in



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GHG emissions for the City and District's water supply over a 30-year period. Prepare a draft Energy Use and Baselines Technical Memorandum (TM) that summarizes the work and calculations. Meet with and review the TM with City and District Staff. Incorporate comments and submit a final Energy Use and Baselines Technical Memorandum.

**Task 4.5.2 - Assist with Project GHG Mitigation Goal Evaluation**

Prepare a description of the different goals that could be set for the reduction of GHG's for the City IWP Project Water Supply and District IRP Project Water Supply. Calculate the amount of annual GHG reduction and a range of annual relative estimated cost(s) to achieve each of the above goals for the City and the District. For initial comparison purposes, the relative annual cost for each mitigation goal will be based on the purchase of Renewable Energy Credits (RECs) and carbon offsets at current average market prices. Prepare a draft GHG Mitigation Goals Technical Memorandum (TM) that summarizes the work and calculations described in the tasks above. Meet with and review the TM with City and District Staff. Incorporate comments and submit a final draft GHG Mitigation Goals TM.

**Task 4.5.3 – Identify, Analyze and Rank GHG Mitigation Options**

This task identifies potential GHG mitigation options and work with scwd<sup>2</sup> staff to narrow down the list of potential options to a short list of not more than 10 potential GHG mitigation options for further analysis. Each short listed option would be assessed at a planning level using a common template to allow the application of evaluation criteria and scoring to rank potential options.

Kennedy/Jenks will work with scwd<sup>2</sup> staff to develop evaluation criteria and weighting and perform a sensitivity analysis. Potential evaluation criteria could include: cost, technical maturity and reliability, operational impacts, amount of energy produced/saved or GHG emission reductions, local or non-local project, and environmental and community impacts. Kennedy/Jenks will use the weighted evaluation criteria to score and rank the GHG mitigation options. The results, in collaboration with scwd<sup>2</sup> staff, would be used to create a short list of preferred options that would be used to build a climate action plan to meet the goals for reducing energy and GHG's for the City IWP and District IRP programs.

**Task 4.5.4 – Prepare IWP and IRP Climate Action Plans**

This task develops individual draft Project Climate Action Plans (PCAP) for the City IWP and the District IRP that will include:

- Description of the development of the baselines, energy use and GHG quantities from Task 1,
- The City and District GHG reduction goals from Task 2,
- Describe each of the project assessments, the evaluation criteria, scoring and ranking.

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- Describe the short-list of preferred projects and their cost, the amount of GHG reductions of the project, the responsible party, and schedule for implementation.

#### **Task 4.5.5 – CAP Implementation Support**

This task develops specific tools and methods for evaluating, monitoring and tracking GHG reduction mitigation options for the City IWP and the District IRP in accordance with the draft Climate Action Plans.

#### **Task 4.5.6 – Energy Assistance Meetings and Workshops**

This task would include meetings and workshops with City and District Staff, the Task Force, and the City Council or District Board of Directors, as desired, to accomplish the work and communicate the status of the Climate Action Plan. KJ will also assist City and District staff in presentations of the Climate Action Plans with appropriate regulators (e.g., CARB, CEC, SLC and CCC).

#### **Task 5 – Intake System Assistance**

Kennedy/Jenks will provide technical and regulatory guidance on the intake for the project. We will guide and assist scwd<sup>2</sup> staff to make sure regulators are informed and that the intake studies are focused on addressing outstanding issues in the most cost-effective manner possible. We will also provide technical review of the intake studies, data analysis, and preliminary design as well as share our expertise and experience to benefit the project.

##### **Task 5.1 – Intake Feasibility Study**

Kennedy/Jenks will assist scwd<sup>2</sup> staff finalize the Intake Feasibility Study and communicate the results of the study to the Task Force, CEQA team and regulators. Kennedy/Jenks will provide technical guidance and review of additional evaluations regarding the intake system.

##### **Task 5.2 – Conduct an Intake Technical and Permitting Workshop**

Kennedy/Jenks recommends a workshop with scwd<sup>2</sup> staff and our outreach and permitting specialists to review the technical and non-technical issues with the intake approaches and to confirm our efforts moving forward on the intake.

##### **Task 5.3 – Hold Intake Permitting Meetings with Regulators**

Based on the intake permitting workshop in Task 5.2, Kennedy/Jenks recommends conducting permitting meetings with the regulatory agencies that are focused on the intake issues including, but not limited to, the Monterey Bay National Marine Sanctuary (MBNMS) and the California

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Coastal Commission (CCC). We recommend that our permitting specialist and possibly our intake specialist attend the meetings with the regulators. For this task, Kennedy/Jenks assumes preparation and attendance at two permitting meetings with regulators to inform and educate them on the project specifics and discuss if and why additional studies may be required.

### **Task 6 – Assistance with the Desalination Facility Design Phase**

Kennedy/Jenks will provide technical and regulatory guidance on the design of the Desalination Facility. We will guide and assist scwd<sup>2</sup> staff to ensure regulators are informed as appropriate and that the design focuses on addressing outstanding issues in a cost-effective manner. We will also provide technical review of the preliminary design and design as well as share our expertise and experience to benefit the project.

#### **Task 6.1 – Provide Technical Review of the Desalination Facility Preliminary Design**

Kennedy/Jenks will provide technical guidance and review of the evaluations and preliminary design for the Desalination Facility. We will provide the expertise for both a big picture and detailed review of key desalination system design concepts and parameters. Critical areas of desalination plant design include:

- Advanced energy recovery and energy efficiency components
- Proper pretreatment to improve performance of SWRO membranes
- Proper process selection to meet state and federal water quality criteria
- Optimization of SWRO design including flux, recovery, and cleaning
- Proper materials selection for high pressure and corrosion resistance
- Proper stabilization and conditioning of the permeate to prevent finished water quality issues in the distribution system

#### **Task 6.2 – Assist with Desalination Facility Specific Design Issues**

Kennedy/Jenks will attend meetings and provide assistance with other issues regarding the desalination facility such as facility location, architectural aspects, raw water, brine and distribution system piping layouts, and questions related to the EIR and permitting.

### **Task 7 – Program Technical Assistance**

Kennedy/Jenks will work with the scwd<sup>2</sup> staff and consultants in a collaborative and constructive manner to provide technical review and guidance for the desalination program.

#### **Task 7.1 – Prepare a White Papers/Studies to Inform EIR Process**

Kennedy/Jenks will offer technical assistance as necessary to inform the EIR process on alternatives to desalination on a feasibility level. The deliverables will have succinct executive

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summaries and more detailed information in the appendices. The studies of potential alternatives could include:

- reliable and sustainable yield
- regulatory review
- source and receiving water quality review
- treatment technology review
- treatment, storage, pumping and delivery evaluation
- economic evaluation

### **Task 7.2 – Provide As-Needed Technical Support**

Kennedy/Jenks will provide as-needed program technical review, assistance, and advice as the project progresses and new issues arise. Kennedy/Jenks will assist the Desalination Program Coordinator with technical issues regarding the desalination program to ensure the project team is informed and can make appropriate decisions.

### **Project Team**

Kennedy/Jenks proposes to maintain the key project team members that have been providing technical advisory services in the past year. These key team members bring relevant experience and expertise in guiding the scwd<sup>2</sup> staff through the anticipated challenges with the scwd<sup>2</sup> Seawater Desalination Program. Key Team Members and subconsultants for 2010 include:

**Todd Reynolds, PE – Project Manager and Lead Technical Advisor.** Todd Reynolds has 20 years of engineering and management experience and 15 years of consulting experience for clients in the municipal and private sectors. His experience includes feasibility studies, evaluation of treatment process alternatives, pilot plant studies, preparing pre-design reports, developing project contract documents, design drawings and specifications; preparing operations manuals, providing startup assistance and training and performing contract administration and construction management for a variety of projects. Projects on which he has worked include both groundwater and surface water supply and treatment; membrane treatment including microfiltration, ultrafiltration and seawater and brackish water desalination. He has served as a Project Manager and Engineer for the planning, design, and construction of numerous water and wastewater projects. He has authored water-related articles and papers for professional society magazines and conferences.

**Val Frenkel, Ph.D., PE – Senior Technical Advisor.** Dr. Val Frenkel works closely with Todd Reynolds to provide senior level program guidance and technical advice for the program. As appropriate, Val will provide specific technical review of desalination data and design concepts, and can draw on the expertise of his extensive network of desalination experts for any specific issue, should they be needed.

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Val brings 25 years of engineering experience, with specific technical expertise in water treatment and membrane technologies. His professional background includes creating innovative processes, technologies and engineering concepts that resolve complex tasks and finding non-standard, original solutions to project issues. Val's extensive desalination experience began in the Middle East where he developed various aspects of desalination projects including feasibility studies, desalination piloting, full-scale facilities design and construction, and facility startup and commissioning. Val has brought his expertise to a number of Northern California desalination projects.

**Alan Zelenka – Energy and Climate Action Plan Specialist**

- Serves as Kennedy/Jenks Energy Services Leader
- Over 20 years of diversified experience in the planning, evaluation, development, permitting, and construction of conservation and power projects
- Prepared the Energy and Greenhouse Gas Minimization Studies and Climate Action Plans for the Carlsbad and Huntington Beach Desalination Projects. Evaluated GHG mitigation options and alternative energy sources for the Carlsbad Desalination Project, as well as the feasibility of numerous other GHG reduction and renewable resource projects
- Extensive experience in the energy regulatory and policy arena at the national, regional, and local levels

**Gary Carlton, PE – Regulatory and Permitting Strategy.** Gary Carlton has over 39 years of experience of professional technical and management experience in environmental engineering. Following are brief relevant highlights of Gary's expertise:

- Has provided regulatory liaison services to clients in the public and private sectors to assist in obtaining discharge permits from Regional Boards throughout California
- Previously appointed to serve on the Sacramento Water Resources Control Board as the Registered Civil Engineer Member with expertise in Irrigated Agriculture and Water Supply
- Previously served as Executive Officer responsible for directing technical and management activities of 260 person staff at three Central Valley offices

**Mark Millan (Data Instincts), Public Outreach.** Mark Millan is currently chair of the Public Outreach and Education Committee for the national WaterReuse Association which focuses on recycled water and desalination interests. He is located in the Bay Area and has over 18 years of experience in public outreach for public water related projects. Specific items of note include:

- Over 25 years experience in marketing and public relations; 18 years experience with recycled water projects
- Expertise in developing outreach and public involvement programs for recycled water
- Experienced with media and community relations; familiarity with local media

**Jean Debroux, Ph.D., PE – Recycled Water Specialist.** Dr. Jean Debroux is a Director of the Advanced Technologies Group at Kennedy/Jenks Consultants. As an applied researcher, project manager, and a design engineer, Jean's work has been focused on the interface of wastewater discharges and water supply since the early 1990's. His graduate work at the University of Colorado looked at organic matter transformations in Soil Aquifer Treatment systems designed for potable reuse. During a post-doctoral fellowship at Stanford University, he

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investigated the fate and transport of organic matter, including pharmaceuticals and personal care products, in groundwater recharge systems.

As an active member of WaterReuse Association, Jean was a member of WaterReuse Foundation's Research Advisory Committee for seven years, assisting the foundation in the fields of chemistry and treatment technologies. Jean is a water industry stakeholder representative for the State Water Resources Control Board's CEC (i.e., Chemicals of Emerging Concern) monitoring review and a co-organizer of 2010's Direct Potable Reuse Workshop held in Sacramento. He is the company resource for non-regulated organic pollutants and potable reuse.

**Joseph Drago, Ph.D., PE – Well Treatment Specialist.** Dr. Drago has over 35 years of experience assisting clients with surface water and groundwater quality assessments and evaluations of treatment technologies for meeting water quality regulations and goals. He is in Kennedy/Jenks Consultants' Advanced Technologies Group, where he serves as a principal investigator on applied research projects, and as an in-house technical advisor. Dr. Drago has written and presented a number of technical papers on water treatment processes and environmental issues including inorganic contaminants in drinking water supplies (e.g., arsenic, chromium VI, uranium, and radon). His experience includes preparing a letter report on Technology and Costs for Cr(VI) Removal from Drinking Water Supplies for the Association of California Water Agencies (ACWA) and a Cost of compliance study for meeting potential total chromium maximum contaminant levels (MCLs). He is currently serving on an American Water Works Association *ad hoc* work group on hexavalent chromium, which is following regulatory and legislative activities on Cr(VI) for water utilities.

**Tim Hogan (Alden Research Laboratory), Intake Systems and Fish Protection.** Tim Hogan is a fisheries biologist at Alden, an international consulting engineering laboratory. Tim has experience evaluating fish protection and passage alternatives at steam electric and hydro facilities. Recently, Tim has been involved with the detailed evaluation of the biological effectiveness of all potential 316(b)-compliant intake technologies for various cooling water intake structures throughout the country. In addition, Tim has conducted both laboratory and field evaluations of some of the most promising intake technologies for use in desalination, including cylindrical wedgewire screens and aquatic filter barrier (AFB). Tim understands the importance of identifying the most cost-effective and environmentally responsible intake alternatives for each potential site.

- Intricately involved with detailed evaluation of biological effectiveness of all potential 316(b)-compliant intake technologies throughout the country
- Has conducted both laboratory and field evaluations of some of the most promising intake technologies for use in desalination
- Understands the importance of identifying the most cost-effective and environmentally responsible intake alternatives

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**Basis of Compensation**

We propose that compensation for our services be on a time and expense reimbursement basis in accordance with the current professional services agreement between the City and Kennedy/Jenks Consultants: Technical/Program Advisor – scwd<sup>2</sup> Seawater Desalination Program, dated 28 February 2008. Kennedy/Jenks' 2011 rate schedule is enclosed. Also, Kennedy/Jenks will maintain our reduced markup of subconsultants at 5-percent. This markup helps to cover costs associated with insurance and contracting risk with the subconsultants.

Based on our estimate of services for our proposed tasks, we propose a budget of \$580,000, which will not be exceeded without authorization. We understand that the services performed by the Technical Advisor are as-needed and that the specific extent, duration, and limit of the Technical Advisor Services will be negotiated with City.

<u>Project Task</u>	<u>Task Budget</u>
Task 1. Project Management and QA/QC	\$20,000
Task 2. Project Meetings	\$20,000
Task 3. Project Communications Assistance	\$185,000
Task 4. Program Advisor Assistance	\$235,000
Task 5. Intake System Assistance	\$20,000
Task 6. Facility Design Assistance	\$20,000
Task 7. Program Technical Assistance	\$80,000
<b>Total</b>	<b>\$580,000</b>

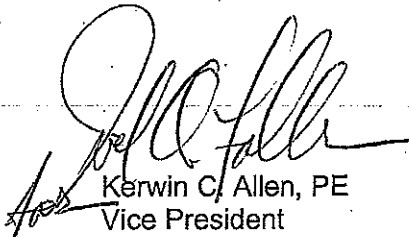
The Kennedy/Jenks Team is committed to meeting your goals for the scwd<sup>2</sup> Seawater Desalination Program and look forward to continuing to work with you on this important project. If you have any questions regarding this proposal, please call Todd Reynolds at (415) 243-2453.

Very truly yours,

KENNEDY/JENKS CONSULTANTS



Todd K. Reynolds, PE, BCEE  
Project Manager



Kerwin C. Allen, PE  
Vice President

Attachment: Proposal for Assistance with the Project Energy Study and Preparation of Project Climate Action Plans

Client/Address: scwd<sup>2</sup> Seawater Desalination Program  
212 Locust Street, Suite C  
Santa Cruz, CA 95060

Contract/Proposal Date: 8 February 2011

## Schedule of Charges

January 1, 2011

### Personnel Compensation

Classification	Hourly Rate
CAD-Technician .....	\$100
Designer-Senior Technician.....	\$130
Engineer-Scientist-Specialist 2 .....	\$125
Engineer-Scientist-Specialist 3 .....	\$145
Engineer-Scientist-Specialist 4 .....	\$160
Engineer-Scientist-Specialist 5 .....	\$175
Engineer-Scientist-Specialist 6 .....	\$195
Engineer-Scientist-Specialist 7 .....	\$220
Engineer-Scientist-Specialist 8 .....	\$230
Engineer-Scientist-Specialist 9 .....	\$235
Project Administrator .....	\$90
Administrative Assistant .....	\$75
Aide.....	\$60

In addition to the above Hourly Rates, a three percent Communications Surcharge will be added to Personnel Compensation for normal and incidental copies, communications and postage.

### Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Reimbursement for use of computerized drafting systems (CAD), geographical information systems (GIS), and other specialized software and hardware will be at the rate of \$12 per hour.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2011 through December 31, 2011. After December 31, 2011, invoices will reflect the Schedule of Charges currently in effect.



Attachment  
Technical Advisory Services for 2011/2012  
Kennedy/Jenks Consultants  
Assistance with Project Energy Study and Preparation of a Project Climate Action Plan

The City of Santa Cruz Water Department (City) and Soquel Creek Water District (District) have adopted and are implementing an Integrated Water Plan (IWP) and Integrated Resources Plan (IRP), respectively, to help the City meet its water needs during drought and help the District address over-pumping of the underlying groundwater aquifers. The City IWP was adopted in 2005 and the District IRP was adopted in 2006.

The City IWP and the District IRP programs include:

- water conservation measures;
- curtailment during drought;
- a regional desalination facility (the **scwd**<sup>2</sup> Seawater Desalination Program) to provide a supplemental water supply.

The objective of the **scwd**<sup>2</sup> regional desalination facility is to provide up to 2.5 million gallons per day (mgd) of local, reliable, drought-proof water that cost effectively meets or exceeds water quality goals.

Kennedy/Jenks understands the short-term goal of the work is to assist in preparation of a “business-as-usual” and project energy baseline for the City and District, and to assist with understanding and describing potential GHG reduction goals for the project. Phase 1 Tasks focus on understanding the project energy baseline and the GHG reduction goals for each agency. Phase 2 tasks focus on identifying and analyzing GHG mitigation methods and preparation of a Project Climate Action Plan for each agency.

## **Phase 1 Tasks**

Kennedy/Jenks proposes to work with the City and District to build off the work that has already been done for the Energy Study. Kennedy/Jenks assumes that the current energy and GHG calculations spreadsheets will be used as a starting point for the tasks below.

### **Task 1 – Develop Energy Use and Baselines (Ref. Task 4.5.1)**

**Task 1.1** – Determine the Standard Desalination Facility baseline energy use (Facility Baseline) – **Done** by CH2MHill (see Standard Design Tech Memo #1). This is the anticipated energy requirements for a **scwd**<sup>2</sup> desalination facility with standard design features and includes intake, facility, brine discharge, and distribution system pumping.

**Task 1.2** – Determine the High Efficiency Desalination Facility Design energy use (Efficient Design Option) – **Done** by CH2MHill (see High Efficiency Design Tech Memo #2). This is the energy for a **scwd**<sup>2</sup> desalination facility with high-efficiency design features and includes intake, facility, brine discharge, and distribution system pumping.

**Task 1.3** – Meet with the City and District Staff to review and obtain the current energy and GHG calculation spreadsheets and confirm the anticipated operations schedule that will be used for energy use calculations. This proposal assumes that it is the responsibility of the City and District to gather and convey to Kennedy/Jenks the necessary data to complete Tasks 1.3 to 1.8. It is Kennedy/Jenks role to facilitate the process, make clear data requests, and to do the necessary calculations. Calculate the anticipated energy usage and related GHG emissions for the Facility Baseline and Efficient Design Option for the District and the City based on each agencies anticipated use.

**Task 1.4** –Determine the Business-As-Usual (BAU) baseline water supply energy use and GHG emissions for the Soquel Creek Water District (District BAU Baseline). This is the pre-IRP energy for the District to supply water. This provides information that would be used in evaluating the GHG reduction goals of “Net Carbon Neutral” and “AB-32 Levels” (described in Task 2 below).

The proposed energy components for the District’s BAU Baseline include:

- Normal year groundwater energy based on pre-IRP conditions
- No rationing during normal years
- Pre-IRP water conservation levels
- Assumption of growth over 30 years based on applicable County and City of Capitola General Plans

The District BAU Baseline is proposed to be calculated based on the average water supply energy from the “pre-IRP” period 2000 through 2005. This provides a recent “pre-IRP” energy baseline that averages out typical annual variations in the water supply. The District BAU Baseline is not an alternative project that would meet the overall goals/objectives of the District to reduce overdraft of the groundwater basin and prevent seawater intrusion. Rather it provides a reasonable energy baseline to compare against energy use with implementation of the District IRP.

The District IRP includes conservation, rationing during drought and provides desal water to replace a portion of the groundwater that the District is pumping, to provide for sustainable long-term operations of the basin. The District BAU Baseline sets an energy baseline for the District water supply to permit evaluation of the additional energy and GHGs from the District’s implementation of the Project.

**Task 1.5** – Determine the water supply energy use with the District IRP (District IRP). This is the estimated energy use, and resulting GHG emissions, for the District to supply water to meet its goals through the IRP which includes the District’s operation of the **scwd**<sup>2</sup> desalination facility. Over the 30 year period, the District IRP would have two conditions - with and without a drought (District IWP- No Drought and District IWP- Drought).

The proposed energy components for the District IRP include:

- Reduced groundwater energy (based on reduction of groundwater withdrawals)
- Desalination Facility energy based on projected use
- No rationing in normal years; 15% rationing during a drought
- IRP water conservation levels
- Assumption of growth over 30 years based on applicable County and City of Capitola General Plans

The District IRP Project provides increased conservation and desalinated water to replace a portion of the groundwater that the District is pumping to provide for sustainable long-term operations of the basin.

**Task 1.6** - Calculate the difference between District BAU and the District IRP (No Drought and Drought) to determine the net changes in GHG emissions for the District's water supply over the 30 year period. This provides the GHG reductions to meet the "Net Carbon Neutral" goal.

**Task 1.7** – Determine the Business-As-Usual (BAU) baseline water supply energy use and GHG emissions for the City of Santa Cruz Water Department (City BAU). This is the pre-IWP energy for the City to supply water. This provides information that would be used in evaluating the GHG reduction goals of "Net Carbon Neutral" and "AB-32 Levels" (described in Task 2 below).

The proposed energy components for the City BAU Baseline include:

- Normal year surface water energy based on pre-IWP conditions
- Normal year groundwater energy based on pre-IWP conditions
- No rationing
- Pre-IWP water conservation levels
- Assumption of growth over 30 years based on applicable General Plans

The City BAU Baseline is proposed to be calculated based on the average water supply energy from the "pre-IWP" period 2000 through 2005. This provides a recent "pre-IWP" energy baseline that averages out typical annual variations in the water supply and also includes some variation due to normal and dry years. The City BAU Energy Baseline is not an alternative project that would meet the overall goals of the City to provide an adequate water supply for public health and safety through a drought. Rather it provides a reasonable energy baseline to compare against energy use with implementation of the IWP.

The City IWP includes conservation, rationing in a drought and provides desal water to replace a portion of the surface water that the City loses during drought. The City BAU Baseline sets an energy baseline for the City water supply to permit evaluation of the additional energy and GHG from the City's implementation of the IWP.

**Task 1.8** – Determine the water supply energy use with City IWP. This is the estimated energy use, and resulting GHG emissions, for the City to supply water to meet its goals through the implementation of its IWP which includes conservation, rationing and the City's operation of the **scwd**<sup>2</sup> desalination facility. Over the 30 year period, the City IWP would have two conditions - with and without a drought (City IWP- No Drought and City IWP- Drought).

The proposed energy components for the City IWP in a normal (non-drought) year include:

- Normal surface water energy
- Normal groundwater energy
- No desalination facility operation for normal years
- No rationing in normal years
- IWP water conservation levels
- Assumption of growth over 30 years based on applicable General Plans

The proposed energy components for the City IWP during a drought include:

- Reduced surface water energy (based on reduction of surface water withdrawals)
- Normal groundwater energy
- Desalination facility energy based on projected use
- 15% rationing during a drought
- IWP water conservation levels
- Assumption of growth over 30 years based on applicable General Plans

The City IWP Project provides conservation, rationing in drought, and desalinated water to replace a portion of the surface water that the City loses during a drought.

**Task 1.9** - Calculate the difference between City BAU and the City IWP (No Drought and Drought) to determine the net changes in GHG emissions for the District's water supply over the 30 year period. This provides the GHG reductions to meet the "Net Carbon Neutral" goal.

**Task 1.10** – Calculate the desalination facility's construction and 30 year non-electrical GHG emissions, and estimate the up-front mitigation cost. This is assumed to be split between the City and District in the same proportion as the project construction costs.

**Task 1.11** – Prepare a draft Energy Use and Baselines Technical Memorandum (TM) that summarizes the work and calculations described in the tasks above.

**Task 1.12** – Meet with and review the TM with City and District Staff. Incorporate comments and submit a final Energy Use and Baselines Technical Memorandum.

## **Task 2 – Assist with Project GHG Mitigation Goal Evaluation (Ref. Task 4.5.2)**

**Task 2.1** – Prepare a description of the different goals that could be set for the reduction of GHG for the City IWP Project Water Supply and District IRP Project Water Supply. The goals include, but are not limited to, the following:

- “Net Carbon Neutral” – this is mitigating for the difference between the City BAU Baseline and the City IWP Project, and the District BAU Baseline and the District IRP Project
- “AB 32 Goals” – AB 32 sets a target of reducing GHG emission levels to 1990 levels by 2020. To accomplish this, the City Water Department and the District would need to establish 1990 emissions (not part of this scope), and develop a plan to incrementally reduce emission levels to 1990 levels by 2020. Discussion and analysis would need to occur to assign the project’s share of those emission reductions.
- “Consistent with City or District Climate Plan Goals” – this is mitigating for the difference between City BAU and District BAU and the City IWP or District IRP **plus** any additional GHG reductions needed to meet the City and District Climate Plan targets.
- Other – mitigation that is based on another goal developed during discussion with the **scwd**<sup>2</sup> staff and/or Task Force.

**Task 2.2** - Calculate the amount of annual GHG reduction and a range of annual relative estimated cost(s) to achieve each of the above goals for the City and the District. For initial comparison purposes, the relative annual cost for each mitigation goal will be based on the purchase of Renewable Energy Credits (RECs) and carbon offsets at current average market prices. Carbon offsets are project that can be either implemented by the City or District or purchased from the voluntary market or a future compliance market. Offsets would need to meet the AB 32 criteria and/or be certified by a recognized body such as Green-e, The California Climate Action Reserve, or VCS. RECs are the purchase of the environmental attributes of renewable energy projects such as solar PV, or wind developed by third parties. (The cost of City or District specific GHG reduction and renewable energy projects would be evaluated in the longer-term work scope described below.)

**Task 2.3** – Prepare a draft GHG Mitigation Goals Technical Memorandum (TM) that summarizes the work and calculations described in the tasks above.

**Task 2.4** – Meet with and review the TM with City and District Staff. Incorporate comments and submit a final draft GHG Mitigation Goals TM.

**Task 2.5** – Present the draft GHG Mitigation Goals TM to the **scwd**<sup>2</sup> Task Force and to the City Council or District Board, if required. The objective of the workshop meeting is to inform the Task Force of the options and facilitate a process to pick a preliminary preferred alternative. The goal will be finalized after mitigation options attribute and costs are more fully analyzed.

**Task 2.6** – Assist the **scwd**<sup>2</sup> staff in meeting with appropriate regulators (e.g., CCC, SLC, CARB and CEC) to discuss and get buy-in from the regulators on the baseline analysis and preliminary goal.

## **Phase 2 Tasks: Alternative Energy and Mitigation Options and Project Climate Action Plan Development Scope of Work**

Kennedy/Jenks has also included a description of scope of services to assist with identifying and analyzing GHG mitigation methods and preparation of Project Climate Action Plans.

### **Task 3 – Identify, Analyze and Rank GHG Mitigation Options (Ref. Task 4.5.3)**

This task would identify potential GHG mitigation options and work with **scwd**<sup>2</sup> staff to narrow down the list of potential options to a short list of not more than 10 potential GHG mitigation options for further analysis. Each short listed option would be assessed at a planning level using a common template to allow the application of evaluation criteria and scoring to rank potential options.

Kennedy/Jenks would work with **scwd**<sup>2</sup> staff to develop evaluation criteria and weighting. Potential evaluation criteria could include: cost, technical maturity and reliability, operational impacts, amount of energy produced/saved or GHG emission reductions, local or non-local project, and environmental and community impacts. Kennedy/Jenks will use the weighted evaluation criteria to score and rank the GHG mitigation options. The results, in collaboration with **scwd**<sup>2</sup> staff, would be used to create a short list of preferred options that would be used to build a climate action plan to meet the goals for reducing energy and GHG from the City IWP and District IRP programs.

**Task 3.1** – KJ will describe each of the six necessary eligibility criteria (additionality, quantifiable, enforceable, real, permanent and verifiable) and the standard each potential project must meet in order for it to be considered an offset. As well, KJ will describe the certification process of offsets in California.

*Deliverable: Offset Project Eligibility Criteria Tech Memo.*

**Task 3.2** – KJ will meet with City and District staff to brainstorm and identify all potential GHG mitigation options (new & old), and narrow down the list of potential options to not more than 10 potential GHG mitigation options for further analysis.

**Task 3.3** - Energy Audits Management and Tech Memo. Work through PG&E's free energy audit program to perform energy audits on key **scwd**<sup>2</sup> facilities to identify cost-effective energy efficiency measures from retrofitting equipment and incentives. KJ will manage the administration of the free PG&E energy audits.

*Deliverable: Energy Audits Tech Memo*

**Task 3.4** - Process Energy Audit. Our operations specialist (Brad Musik - a Grade V Operator with over 25 years of experience visiting several hundred facilities) will do a site visit to each plant, talk directly with the operators, review operations and performance data, analyze the savings and cost, and make a discrete set of recommendations.

*Deliverable: Process Energy Audits Tech Memo*

**Task 3.5** – Mitigation Project/Approach Assessments. Each of the 10 identified projects will be assessed using a common template so that they can be readily compared and contrasted at a planning level. The potential mitigation projects or approaches will focus on local projects and could include local efficiency projects, solar, wind, etc., as well as purchase into a public power authority (i.e. Northern California Power Agency). The assessment will be sufficiently detailed to allow the application of evaluation criteria and scoring in the next step. Each Assessment will include the following elements:

- Technical description
- History of the technology
- Vendors
- Appropriate sizes or scale and space requirements
- Potential energy production/savings or GHG reduction
- Energy options (technical maturity), and GHG options (compliance with the AB 32 six eligibility requirements: additional, quantifiable, verifiable, enforceable, real and permanent; and if it is a Climate Action Reserve certifiable project)
- Cost (capital, incentives & grants, O&M and life cycle cost)
- Impacts on environment (on air, land & water) and community (aesthetic, noise and visual)
- Impacts on operations and required support facilities
- Advantages and disadvantages

Kennedy/Jenks will work with local sub-consultants, as appropriate, to accomplish these assessments.

**Task 3.6** – KJ will edit and compile the project assessments into one cohesive and consistent set of assessments and provide QA/QC.

*Deliverable: 10 edited and compiled project assessments in an electronic compendium.*

**Task 3.7** – Evaluation Criteria and Weighting. KJ will work with City and District staff to develop evaluation criteria & weighting. Kennedy/Jenks will facilitate a process that will develop evaluation criteria that are reflective of City and District typical decision making criteria. For example, potential evaluation criteria and weight scoring could include: cost (50 points), technical maturity and reliability (15 points), operational impacts (15 points), amount of energy

produced/saved or GHG emission reductions (10 points), and environmental and community impacts (10 points).

**Task 3.8 - Scoring & Ranking.** Kennedy/Jenks will use the evaluation criteria and the weighting to then score and rank each option. The results of the scoring and ranking process will be used to create a draft short-list of preferred alternatives.

**Task 3.9 –** Using the results of Task 3.8, KJ will meet with City and District staff to develop a short list of projects that will be the basis of the final Climate Action Plan. The projects could be a mix of local and non-local projects or approaches to meet the overall objectives.

*Deliverable: Evaluation Criteria, Scoring, Ranking and Short List of Preferred Projects Tech Memo.*

#### **Task 4 – Prepare IWP and IRP Project Climate Action Plans (Ref. Task 4.5.4)**

This task would develop individual draft Project Climate Action Plans (PCAP) for the City IWP and the District IRP that will include:

- Description of the development of the baselines, energy use and GHG quantities from Task 1.
- The City and District GHG reduction goals from Task 2.
- Describe each of the project assessments, the evaluation criteria, scoring and ranking.
- Describe the short-list of preferred projects, their cost, the amount of GHG reductions of the project and the responsible party and schedule for implementation.

**Task 4.1 –** KJ will develop individual Draft Action Plan elements, for review by City and District staff, based on the preferred short-list of projects developed in Task 3 to meet the goals established in Task 2.

**Task 4.2 –** KJ will meet with City and District staff to review, adjust and approve the individual Draft Action Plan elements.

**Task 4.3 –** KJ will develop draft Plans and full report that will identify for each preferred project: quantity of GHG emission reductions in metric tons, cost, responsible party and schedule for implementation. Kennedy/Jenks will provide the draft for comment by the City and District.

**Task 4.4 –** KJ will incorporate the comments from the City and District and create final Draft Plans.

**Task 4.5 –** Meet with the Task Force; review, and adjust the Plans.

**Task 4.6 –** KJ will finalize the ProjectClimate Action Plan Reports.



*Deliverable: Final Project Climate Action Plan Reports in electronic format.*

### **Task 5 – Implementation Support (Ref. Task 4.5.5)**

This task would develop specific tools and methods for evaluating, monitoring and tracking GHG reduction mitigation options for the City IWP and the District IRP in accordance with the draft Project Climate Action Plans.

**Task 5.1** – KJ will develop an Excel spreadsheet tool for annual tracking and reporting of the GHG reduction projects in the Plans and their performance in meeting the goals from Task 2.

**Task 5.2** – KJ will develop a Tech Memo that will describe the evaluation process for future new offset projects that will enable the City and District to approve future projects for inclusion in the Plans.

**Task 5.3** – KJ will develop a Tech Memo that describes the annual accounting and true-up process necessary to maintain approval of the Climate Action Plans with regulators.

### **Task 6 – Energy Assistance Meetings and Workshops and Project Management (Ref. Task 4.5.6)**

This task would include meetings and workshops with City and District Staff, the Task Force, and the City Council or District Board of Directors, as desired, to accomplish the work and communicate the status of the Plans. KJ will also assist City and District staff in presentations of the Plans with appropriate regulators (e.g., CARB, CEC, SLC and CCC).

As part of this study, **scwd**<sup>2</sup> staff will develop a Technical Working Group to provide independent, scientific review and guidance on the planning, development, execution and reporting aspects of the study. Members may include local academia and scientists, local and/or regional vendors of green-energy solutions, and practitioners of cost-benefit analyses.

### **Project Team**

Kennedy/Jenks proposes to use the following key project team members for the Phase 1 work. Kennedy/Jenks would likely propose to include sub-consultants with specialty and local energy expertise for Task 3 in the Phase 2 work.

**Todd Reynolds, PE – Project Manager and Lead Technical Advisor.** Todd Reynolds has 20 years of engineering and management experience and 15 years of consulting experience for clients in the municipal and private sectors. His experience includes feasibility studies, evaluation of treatment process alternatives, pilot plant studies, preparing pre-design reports, developing project contract documents, design drawings and specifications; preparing operations manuals, providing startup assistance and training and performing contract administration and construction management for a variety of projects.

**Alan Zelenka – Energy and Climate Action Plan Specialist**

- Serves as Kennedy/Jenks Energy Services Leader
- Over 20 years of diversified experience in the planning, evaluation, development, permitting, and construction of conservation and power projects
- Prepared the Energy and Greenhouse Gas Minimization Studies and Climate Action Plans for the Carlsbad and Huntington Beach Desalination Projects. Evaluated GHG mitigation options and alternative energy sources for the Carlsbad Desalination Project, as well as the feasibility of numerous other GHG reduction and renewable resource projects
- Extensive experience in the energy regulatory and policy arena at the national, regional, and local levels

**Julia Sorensen – Energy Evaluation Engineer.** Julia has 4 years of experience performing alternative energy and sustainability analyses. She is skilled in sustainability assessments and evaluations of power alternatives, including wind and solar energy. Her experience includes wind and solar project development (data research, site evaluation, greenhouse gas offset and triple bottom line analysis, land owner outreach, and lease drafting), transmission analysis, policy and tax incentive research, sustainability plan assessment, and office sustainability evaluations. Julia has served as a contact person for the public, permit coordinator, and has assisted with stakeholder workshops. Julia assisted in preparing the Draft Energy White Paper for the **scwd**<sup>2</sup> Seawater Desalination Program and will support Todd and Alan on the project.

**Local Energy Experts** – Based on the short listed mitigation projects, Kennedy/Jenks will use qualified local experts with appropriate expertise, such as solar or wind, to prepare or provide input into the assessments of local renewable energy projects.

**Basis of Compensation**

We propose that compensation for our services be on a time and expense reimbursement basis in accordance with the current professional services agreement between the City and Kennedy/Jenks Consultants: Technical/Program Advisor – **scwd**<sup>2</sup> Seawater Desalination Program.

Task 1 is being accomplished under the current 2010 Technical Services Budget. We propose that the remaining Tasks (Task 2 through 6) be incorporated into the 2011 Technical Services Budget.

We understand that the services performed by the Technical Advisor are as-needed and that the specific extent, duration, and limit of the Technical Advisor Services will be negotiated with City.

<b>Project Task</b>	<b>Task Budget</b>
Task 1. Develop Energy Use and Baselines	\$ --
Task 2. Assist with GHG Mitigation Goals Evaluation	\$35,000
Task 3. Identify and Analyze GHG Mitigation Options	\$100,000
Task 4. Prepare Project Climate Action Plans	\$30,000
Task 5. PCAP Implementation Support	\$18,000
Task 6. Energy Assistance Meetings	\$32,000
<b>Total</b>	<b>\$215,000</b>

### Schedule

Kennedy/Jenks proposes to complete the scope of work described above according to the following schedule. Specific dates can be adjusted to better suit **scwd**<sup>2</sup> staff or board availability:

Project Kickoff Meeting (Task 1.3)	Within 2 weeks after Notice To Proceed	~1/20/11
Submit Draft District Baseline and IRP energy and GHG calculations (Task 1.6)	Approx. 4 weeks after project kickoff	~2/17/11
Submit Draft City Baseline and IWP energy and GHG calculations (Task 1.9)	Approx. 4 weeks after project kickoff	~2/17/11
Submit Draft Energy Use and Baselines Technical Memorandum (Task 1.11)	Approx. 2 weeks after receiving comments on Task 1.6 and 1.9 submittals	~3/17/11
Submit Draft GHG Mitigation Goals Technical Memorandum (Task 2.3)	Approx. 2 weeks after receiving comments on Task 1.11	~4/7/11
Present the draft GHG Mitigation Goals TM to the <b>scwd</b> <sup>2</sup> Task Force (Task 2.5)	Approx. 2 weeks after receiving comments on Task 2.3	~4/20/11
Mitigation Projects Brainstorming Meeting (Task 3.2)		~3/11
Mitigation Projects Assessment TM (Task 3.6-8)		~5/11
Mitigation Projects Workshop (Task 3.9)		~5/11
Submit Draft PCAPs (Task 4.3)		~7/11
Present the draft CAP to the <b>scwd</b> <sup>2</sup> Task Force (Task 4.5)	Approx. 2 weeks after receiving comments on Task 4.3	~9/11



## CITY COUNCIL AGENDA REPORT

DATE: February 8, 2011

AGENDA OF: February 22, 2011

DEPARTMENT: City Clerk

SUBJECT: Transportation and Public Works Commission Appointment (One  
Vacancy, with a Term Expiration of 1/1/15) (CC)

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RECOMMENDATION: Motion to appoint a Transportation and Public Works Commissioner.

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DISCUSSION: Kris Reyes was appointed to the Transportation and Public Works Commission on January 25, 2011, but has since declined the appointment. The following people are seeking appointment to the Transportation and Public Works Commission:

Beek, Barton  
Bergwall, John Phillip  
Duckworth, Brian  
Feldman, Cliff  
Holman, Brian David  
Menchine, William  
Moon, Kevin  
Perez, Richard J.  
Schmidt, Mike F.  
Searle, Reed  
Sylvester, Tim

FISCAL IMPACT: None.

Prepared by:  
Rosemary Balsley  
Administrative Assistant II

Submitted by:  
Tom Graves  
Interim City Clerk

ATTACHMENTS: None.



## CITY COUNCIL AGENDA REPORT

DATE: 1/30/2011

AGENDA OF: 2/22/2011

DEPARTMENT: Police

SUBJECT: Introduction of an Ordinance Amending Section 10.68.110 Pertaining to Bicycle Licenses. (PD)

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**RECOMMENDATION:** Introduction of an Ordinance Amending Section 10.68.110 of the Santa Cruz Municipal Code pertaining to bicycle licenses to clarify the requirement that the license shall be affixed to the front of the seat tube of the licensed bicycle's frame.

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**BACKGROUND:** California Vehicle Code Section 39002 authorizes cities and counties to enact bicycle license ordinances requiring bicycles operated within their jurisdiction to be licensed. To this end, the City Council, in 1976, adopted an ordinance enacting Santa Cruz Municipal Code Section 10.68.110 which makes it unlawful for any person to operate a bicycle on any public street or sidewalk, or upon any public path set aside for the exclusive use of bicycles, unless the bicycle has been licensed by the City. Pursuant to California Vehicle Code Section 39001(b) all bicycle license indicia issued by cities pursuant to their bicycle license ordinances "shall be adhesive, durable, flexible, and of a size to permit it [the bicycle license] to be affixed to the front of the seat tube of the bicycle frame." While it is therefore implicit that bicycle licenses issued by the City should be affixed to the seat tube of the licensed bicycle, this requirement is not currently explicitly set forth in the ordinance and, on occasion, this minor discrepancy results in enforcement difficulty for police officers.

**DISCUSSION:** This ordinance, if adopted by the Council, would clarify the existing ordinance by adding the following sentence to the first paragraph of Section 10.68.110: "The bicycle license indicia, per California Vehicle Code Section 39001, shall be affixed to the front of the seat tube of the licensed bicycle's frame."

**FISCAL IMPACT:** There is no anticipated fiscal impact.

Prepared by:  
Colleen McMahon  
Lieutenant

Approved by:  
Kevin Vogel  
Chief of Police

Approved by:  
Martin Bernal  
City Manager

**ATTACHMENTS:** Ordinance

ORDINANCE NO. 2011-

AN ORDINANCE OF THE CITY OF SANTA CRUZ AMENDING SECTION 10.68.110 OF THE SANTA CRUZ MUNICIPAL CODE PERTAINING TO BICYCLE LICENSES

BE IT ORDAINED By The City Of Santa Cruz As Follows:

SECTION 1. Section 10.68.110 of the Santa Cruz Municipal Code is hereby amended to read as follows:

10.68.110 BICYCLE LICENSE REQUIREMENT.

It is unlawful for any person to operate a bicycle on any public street or sidewalk, or upon any public path set aside for the exclusive use of bicycles, unless such bicycle, as defined in this section, has been licensed under the provisions of this chapter or under licensing provisions of another public agency. The bicycle license indicia, per California Vehicle Code Section 39001, shall be affixed to the front of the seat tube of the licensed bicycle's frame.

A "bicycle," defined for licensing requirements under this section, is any device upon which a person may ride, propelled by human power through a belt, chain, or gears, and having either two or three wheels in tandem or tricycle arrangement, and which has wheels at least twenty inches in diameter and a frame of at least fourteen inches; or any motorized bicycle as defined by the State Vehicle Code.

SECTION 2. This ordinance shall be in force and take effect thirty (30) days after its final adoption.

PASSED FOR PUBLICATION this 22<sup>nd</sup> day of February, 2011, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Interim City Clerk Administrator

ORDINANCE NO. 2011-

PASSED FOR FINAL ADOPTION this \_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Interim City Clerk Administrator

This is to certify that the above and foregoing document is the original of Ordinance No. 2011- and that it has been published or posted in accordance with the Charter of the City of Santa Cruz.

\_\_\_\_\_  
Interim City Clerk Administrator



## CITY COUNCIL AGENDA REPORT

DATE: 2/9/2011

AGENDA OF: 2/22/2011

DEPARTMENT: Parks and Recreation

SUBJECT: Ordinance Regulating Surf Schools on Beaches. (PK)

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RECOMMENDATION: Introduction for publication of an ordinance adding Section 13.14 to the Municipal Code pertaining to the regulation of surf schools on beaches.

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BACKGROUND: During the summer of 2006, Parks and Recreation staff received complaints about the number of unpermitted surf schools conducting business in the ocean between Cowell Beach and Steamer Lane. Concerns centered around the increasing numbers of surfers brought in by surf schools which concerned citizens felt effected the safety and enjoyment of surf spots, the beach, the bike path along West Cliff Drive and nearby neighborhoods.

In March 2007 the City Council approved a revision to Section 13.10.010 PERMIT FOR SALES IN PUBLIC PARKS AND BEACHES. The ordinance provided a mechanism by which the City could assure that merchants who are permitted to operate in City park/beach facilities do so responsibly; requiring insurance and compensation to the City for the use.

Prior to taking the proposed ordinance to Council in 2007, Staff met with surf school owners and community members to develop conditions and regulations for permittees to encourage safety and permit compliance. The current requirements/regulations include:

1. Proof of Red Cross or American Heart and Red Cross First Aid.
2. Proper equipment in good or better condition. All boards must have a leash.  
No all hard boards.
3. All staff must be fully trained, proficient in surfing and surf instruction.
4. Annual permit fee. (currently \$750)
5. Copy of Certificate of Insurance and proof of Workers' Compensation Insurance for employees.
6. City of Santa Cruz business license.
7. Current price list for all programs.
8. Safety Plan.
9. Student must wear an identifiable vest while in the water. Each school shall have its own color.
10. Instructors must be identified as such.
11. No more than a total of thirty-six (36) students in the water at one time.
12. Ratio of instructor to student shall not exceed 1 to 4.
13. All classes must stage, enter and exit the water only on Cowell's Beach, up coast



of Collin's Cove.

14. Participant waiver must be obtained from every student. Waiver must have prior approval by the city and shall include language holding the City harmless.
15. Permit allows only for the right to provide surf lessons on Cowell Beach and the Cowell Beach waters. Permit does not allow for the sale of any items or other services.
16. Permits are non-transferable.
17. The City reserves the right to deny or revoke a permit for a violation of the conditions of the permit, conflict with the provisions of any State or City code, unsafe or irresponsible conduct or conflicts in the water or beach area.

DISCUSSION: Overseeing the surf school permit program has been challenging. Since the program began, staff has received complaints about non compliance. The last four summers staff received complaints that surf schools were not complying with a number of regulations, especially numbers 9, 10, 11, 12 and 15 listed above. Most complaints received involved instructors not complying with the total number of students allowed in the water at any time. The surf schools have had a very challenging time complying with this regulation since it required an unreasonable amount of coordination and monitoring between the schools and made it very difficult to accommodate drop-in students.

Staff feels adding section 13.04 to the ordinance will streamline the conditions and result in better compliance. This section is modeled after a City of Capitola Ordinance which incorporates their requirements/regulations into the ordinance. The requirements/regulations that staff is recommending to be added are very similar to the existing conditions developed in cooperation with the surf schools and community members with the following three exceptions:

1. Each surf school would have a fixed 'total number of students allowed in the water at one time' once the permit is issued, This condition will eliminate the need for coordination between the schools to assure the total number of students does not exceed the program maximum.
2. The total number of students permitted in the water increases from 36 to 44. This would allow 5 of the 6 permittees who received permits last year to have 8 students in the water at a time. The sixth permittee does not have employees and therefore can only accommodate 4 students at one time. In addition, one of the permittees (allowed 8 students) does not operate in the summer when the numbers of surfers in the water are by far the largest and when the majority of the complaints are received. These numbers do not include the additional students allowed to the Cowell Beach Concessionaire who has a separate agreement with the City. Rather than paying the annual permit fee, the Concessionaire pays 10% of gross sales of rentals and lessons which averaged approximately \$16,000 per year, the last nine years. An RFP for the Cowell Beach Concessionaire will be distributed later in the month.
3. Section 13.14 will give the City the authority to cite for infractions for non compliance of the regulations.

The new section allows a maximum of 6 surf school permits per year. A maximum of six permits was chosen in order to accommodate all the schools that had permits last year. In the future, if and when a surf school does not reapply for a permit, staff will not issue permits to new

vendors, eventually reducing the overall number of permits issued and the impact on surfers in the Cowell Beach waters.

In anticipation of making changes to the regulations/requirements , staff met last September with a number of surf school representatives as well as community members who frequent Cowell Beach and the West Cliff Drive area. Staff also sent out the proposed ordinance requesting feedback from the surf schools and community members. Although not everyone is in favor of the proposed addition to the ordinance, most at least understand the need for the changes.

FISCAL IMPACT: None. Staff is not recommending an increase in the \$750 permit fee.

Prepared by:  
Carol Scurich  
Recreation Superintendent

Submitted by:  
Dannettee Shoemaker  
Director of Parks and Recreation

Approved by:  
Martin Bernal  
City Manager

ATTACHMENTS: Ordinance

ORDINANCE NO. 2011-

AN ORDINANCE OF THE CITY OF SANTA CRUZ ADDING CHAPTER 13.14 TO THE SANTA CRUZ MUNICIPAL CODE PERTAINING TO SURF SCHOOLS

BE IT ORDAINED By The City Of Santa Cruz As Follows:

SECTION 1. Chapter 13.14 is hereby added to the Santa Cruz Municipal Code to read as follows:

Chapter 13.14  
SURF SCHOOL REGULATIONS

Sections:

13.14.010	Application of Chapter
13.14.020	Surf School Regulations
13.14.030	Surf School Permits and Permit Fees
13.14.040	Indemnification
13.14.050	Penalties

13.14.010 Application of Chapter.

This chapter shall apply to all surf schools that operate at Cowell's Beach in the City of Santa Cruz. The operation of surf schools at all other beaches and surf breaks in the City for which City lifeguards, Fire Department personnel and Police Department personnel have health, safety, law enforcement and emergency response responsibility shall be prohibited. As used in this chapter, the term "surf school" is defined as any person, business or other entity, which, for compensation, teaches individuals how to board surf, body surf, boogie board, kayak surf, windsurf, kite surf, stand up paddle or perform any other ocean sport entailing the use of sport-related equipment such as, but not limited to, boards, paddles or boats. "Surf schools" shall not include businesses that provide any such lessons pursuant to a concession agreement with the City; however any such concessionaire shall be likewise prohibited from providing any such lessons at beaches and surf breaks in the City, other than Cowell's Beach, for which City lifeguards, Fire Department personnel and Police Department personnel have health, safety, law enforcement and emergency response responsibility.

13.14.020 Surf School Regulations.

- A. Student to Instructor Ratio. Subject to subsection E, the maximum student to instructor ratio for surf schools which provide board surfing, body surfing or boogie board lessons shall be four (4) students per one (1) instructor; the maximum student to instructor ration for surf schools which provide other types of lessons shall be two (2) to one (1).
- B. Maximum Total of Surf School Students/ Surf Schools. The total number of surf school students using Cowell's Beach during any single period of time shall not exceed forty-four (44) students. A maximum of six (6) surf schools will be permitted within the City to conduct surf lessons at Cowell's Beach.

- C. Surf School Instructor Qualifications. Every surf school instructor shall at a minimum currently have the following certifications and qualifications: Basic First Aid; CPR; Department of Justice (DOJ) Live Scan fingerprint clearance and criminal history check.
- D. Surf School Uniforms. Surf schools while conducting their operations at Cowell's Beach, shall assure that all students and instructors wear uniform shirts or vests identifying their respective surf schools. Said shirts or vests shall be sufficiently distinctive in color or design so as to allow lifeguards and Fire Department and Police Department personnel to differentiate between surf schools. The City when issuing surf school permits may designate the color shirt or vest to be employed by a surf school for this purpose. The colors of a surf school's instructor uniform shirts and student uniform shirts shall be the same; however the instructor's shirt shall be imprinted with the designation "INSTRUCTOR" so as to allow for the ready differentiation between the surf school's instructor and the surf school's students.
- E. Surf School Board Surfing Equipment. Surf schools which provide board surfing lessons at Cowell's Beach shall, while conducting said lessons, use only soft foam boards with leashes.
- F. Surf School Insurance. Surf schools shall not be permitted to conduct operations at Cowell's Beach unless and until they have provided to the City proof that they currently have in place liability insurance in an amount prescribed by City Council resolution as well as worker's compensation insurance as required by state law.
- G. Other Applicable Regulations. Surf schools that conduct operations at Cowell's Beach shall comply with all other applicable federal, state and local statutes and regulations including but not limited to Santa Cruz Municipal Code Chapters 13.08 and 13.10 pertaining to beaches and parks and the commercial use of beaches and parks, Santa Cruz Municipal Code Chapter 5.04 pertaining to business license taxes and applicable California Labor Code statutes governing employment including statutes governing wages, hours and worker's compensation.
- H. All surf school classes are required to stage and to enter and exit the water only at Cowell's Beach and only at that portion of Cowell's Beach up coast from Collin's Cove.

13.14.030 Surf School Permits and Permit Fees.

- A. Permits. No surf school shall conduct operations at Cowell's Beach without first obtaining a permit to do so from the City Parks and Recreation Department. The permit shall assure compliance with the surf school regulations set forth in Section 13.14.020 and at a minimum shall specify the following:
  - 1. The maximum number of instructors and students the permitted surf school may have while conducting its operations.
  - 2. The type and color of uniform shirt or vest to be worn by surf school instructors and students.
  - 3. The types of equipment that may be used by the permitted surf school while conducting its operations.
  - 4. If necessary to assure that the maximum number of surf school students specified in Section 13.14.020.B is not exceeded, the days of the week and/or

hours of the day during which the permitted surf school shall be authorized to operate at Cowell's Beach.

- B. Permit Fees. The City Parks and Recreation Department shall assess permit fees to surf schools, which shall be due and payable in full at the time of permit issuance. The amount of the fee shall be set by City Council resolution and shall correspond to the costs incurred by the City in administering this ordinance, regulating surf schools in accordance with this ordinance and providing public safety services attributable exclusively to the operation of surf schools at Cowell's Beach. To this end, to the extent it is necessary for the City to employ lifeguards or other law enforcement or emergency response personnel that would not otherwise be required but for the conduct of surf school operations at Cowell's Beach, as part of its permit fee assessment the City may recover from those surf schools on a pro rata basis the costs it incurs employing said lifeguards, law enforcement personnel or emergency response personnel.

13.14.040 Indemnification.

No surf school shall conduct operations at Cowell's Beach without first executing an agreement by which it obligates itself to indemnify the City against and hold the City harmless from all claims for death, personal injury or property damage caused or allegedly caused by the surf school's operations. The indemnification/hold harmless agreement shall be in a form approved by the City Attorney. Surf school liability insurance procured by surf schools to comply with Section 13.14.020(F) shall name the City as an additional insured.

13.14.050 Penalties.

Any person or entity operating a surf school in the City in violation of any of the provisions of this Chapter or in violation of any of the conditions set forth in the applicable surf school permit shall be liable for a fine of \$100 for the first violation, \$250 for a second violation and \$500 for all subsequent violations.

SECTION 2. This ordinance shall be in force and take effect thirty (30) days after its final adoption.

ORDINANCE NO. 2011-

PASSED FOR PUBLICATION this 22<sup>nd</sup> day of February, 2011, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Interim City Clerk Administrator

PASSED FOR FINAL ADOPTION this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Interim City Clerk Administrator

This is to certify that the above and foregoing document is the original of Ordinance No. 2011- and that it has been published or posted in accordance with the Charter of the City of Santa Cruz.

\_\_\_\_\_  
Interim City Clerk Administrator



## CITY COUNCIL AGENDA REPORT

DATE: February 15, 2011

AGENDA OF: February 22, 2011

DEPARTMENT: City Manager / Human Resources

SUBJECT: Consolidation of Technology/Human Resources Departments – Final Actions. (CM/HR)

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RECOMMENDATION: Final adoption of ordinance abolishing the Information Technology Department, and creating an Administrative Services Department with Information Technology and Human Resources divisions.

Resolution Amending the Classification and Compensation Plan and FY 2011 Budget Personnel Complement – Elimination of the Information Technology and Human Resources Departments and creating a new Department of Administrative Services with Information Technology and Human Resources divisions; moving the assignment of the City Clerk function to the City Manager; and, rescinding Resolution No. NS-28,326.

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BACKGROUND: At its February 8, 2011 meeting, the City Council considered and adopted various measures to effect the consolidation of four City departments into two departments, with corresponding classification adjustments.

DISCUSSION: The first item is the final adoption of an ordinance that was introduced for publication on February 8<sup>th</sup> to form the Administrative Services Department with Information Technology and Human Resources divisions. The second item is a resolution rescinding the resolution adopted on February 8<sup>th</sup> and replacing it with a corrected resolution. There were clerical errors in the first resolution with respect to the deletion date of the IT Director classification and the activity number of the Principal HR Analyst position.

FISCAL IMPACT: There is no fiscal impact.

Submitted by:

Martín Bernal  
City Manager

Attachment: Ordinance for final adoption  
Resolution

ORDINANCE NO. 2011-02

AN ORDINANCE OF THE CITY OF SANTA CRUZ REPEALING CHAPTER 2.14 OF THE SANTA CRUZ MUNICIPAL CODE PERTAINING TO THE INFORMATION TECHNOLOGY DEPARTMENT AND ADDING A NEW CHAPTER 2.14 TO THE SANTA CRUZ MUNICIPAL CODE PERTAINING TO THE ESTABLISHMENT OF THE ADMINISTRATIVE SERVICES DEPARTMENT TO BE COMPRISED OF A HUMAN RESOURCES DIVISION AND AN INFORMATION TECHNOLOGY DIVISION

BE IT ORDAINED By The City Of Santa Cruz As Follows:

Section 1. Chapter 2.14 of the Santa Cruz Municipal Code is hereby repealed.

Section 2. A new Chapter 2.14 is hereby added to the Santa Cruz Municipal Code to read as follows:

“Chapter 2.14  
ADMINISTRATIVE SERVICES DEPARTMENT

Sections:

2.14.010      Established.  
2.14.020      Division services.

2.14.010      ESTABLISHED.

The City of Santa Cruz Administrative Services Department is hereby established. Said department shall be comprised of a Human Resources Division and an Information Technology Division. Said department shall be directed and supervised by the City’s Administrative Services Director.

2.14.020      DIVISION SERVICES.

(1) Human Resources Division. The Human Resources Division shall provide services and programs which assist City departments in developing and maintaining a qualified, effective and diverse workforce, deliver employment-related services to the City’s employees and to job applicants, ensure equal employment opportunity, facilitate employee and labor relations, and perform such other related tasks as may be assigned by the Administrative Services Director.

(2) Information Technology Division. The Information Technology Division shall provide service, planning and support for city-wide data communications and telecommunications, support for business applications and GIS services to all City departments and perform such other related tasks as may be assigned by the Administrative Services Director.

Section 3. This ordinance shall be in force and take effect thirty (30) days after its final adoption.



ORDINANCE NO. 2011-02

PASSED FOR PUBLICATION this 8th day of February, 2011, by the following vote:

- AYES: Councilmembers Robinson, Beiers, Madrigal, Terrazas, Bryant, Vice Mayor Lane; Mayor Coonerty.
- NOES: None.
- ABSENT: None.
- DISQUALIFIED: None.

APPROVED: ss/Ryan Coonerty  
Mayor

ATTEST: ss/Tom Graves  
Interim City Clerk

PASSED FOR FINAL ADOPTION this 22nd day of February, 2011, by the following vote:

- AYES:
- NOES:
- ABSENT:
- DISQUALIFIED:

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Interim City Clerk Administrator

This is to certify that the above and foregoing document is the original of Ordinance No. 2011-02 and that it has been published or posted in accordance with the Charter of the City of Santa Cruz.

\_\_\_\_\_  
Interim City Clerk Administrator

RESOLUTION NO. NS-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA CRUZ  
 AMENDING THE CLASSIFICATION AND COMPENSATION PLAN AND THE FY 2011  
 BUDGET PERSONNEL COMPLEMENT – ELIMINATION OF THE INFORMATION  
 TECHNOLOGY AND HUMAN RESOURCES DEPARTMENTS AND CREATING A NEW  
 DEPARTMENT OF ADMINISTRATIVE SERVICES WITH INFORMATION  
 TECHNOLOGY AND HUMAN RESOURCES DIVISIONS; MOVING THE ASSIGNMENT  
 OF THE CITY CLERK FUNCTION TO THE CITY MANAGER AND RESCINDING  
 RESOLUTION NO. NS-28,326

WHEREAS, staff has recommended certain modifications to the Classification and Compensation Plan.

WHEREAS, these recommendations replace the changes adopted by the City Council of the City of Santa Cruz on February 8, 2011;

WHEREAS, Resolution No. NS-28,326 adopted on February 8, 2011 is hereby rescinded; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Santa Cruz, effective February 19, 2011, the City of Santa Cruz Classification and Compensation Plan be modified to:

	<u>Class No.</u>	<u>Activity</u>	<u>Classification Title</u>	<u>Salary</u>
<b><u>Delete</u></b>	804-001	1120	City Clerk (1.0 FTE)	\$7,705/mo-\$10,324/mo
		Position and Classification		
	729-005	1210	Principal Management Analyst (1.0 FTE)	\$6,105/mo - \$8,263/mo.
		Position only		
	810-001	1230,7821	Director of Human Resources (1.0 FTE)	\$10,747/mo. - \$13,714/mo
		7820,1233		
		Position and Classification		
	705-001	1230	Assistant Director of Human Resources (1.0 FTE)	\$7,295/mo. - \$9,874/mo.
		Position and Classification		
	739-001	7821	Risk and Safety Manager (1.0 FTE)	\$7,626/mo - \$10,322/mo
		Position and Classification		
	222-001	1230	Human Resources Assistant II (1.0 FTE)	\$2,613/mo - \$3,861/mo
		Position only		

<u>Delete</u>	<u>Class No.</u>	<u>Activity</u>	<u>Classification Title</u>	<u>Salary</u>
	107-011	1230,7820	Administrative Assistant	
	Position only	7821,1233	III (1.0 FTE)	\$3,084/mo - \$ 4,557/mo

<u>Add</u>	<u>Class No.</u>	<u>Activity</u>	<u>Classification Title</u>	<u>Salary</u>
	786-	1120	City Clerk Administrator	
	Position and Classification		(1.0 FTE)	\$6,358/mo-\$8,605/mo
	817-	1230,7821	Administrative Services	
		7820,1233	Director (1.0 FTE)	\$11,517/mo-\$14,698/mo
	Position and Classification			
	787-	1210	Assistant to the City	
	Position and Classification		Manager (1.0 FTE)	\$7,295/mo - \$9,874/mo
	788-	1230	Chief Human Resources	
	Position and Classification		Officer (1.0 FTE)	\$8,180/mo - \$11,071/mo
	789-	1251	Chief Technology	
	Position and Classification		Officer(1.0 FTE)	\$8,180/mo - \$11,071/mo
	730-	7821	Principal HR Analyst	\$6,105/mo - \$8,263/mo
	Position only		(1.0 FTE)	
	169-	1230	Human Resources	
	Position only		Technician (1.0 FTE)	\$3,178/mo - \$4,696/mo
	106-	1230	Administrative	
	Position only		Assistant II (.80 FTE)	\$2,613/mo - \$3,861/mo

That, effective June 25, 2011, the City of Santa Cruz Classification and Compensation Plan be modified to:

<u>Delete</u>	<u>Class No.</u>	<u>Activity</u>	<u>Classification Title</u>	<u>Salary</u>
	816-001	1251	IT Director (1.0 FTE)	\$10,026/mo - \$12,796/mo
	Position and Classification			

PASSED AND ADOPTED this 22<sup>d</sup> day of February, 2011, by the following vote:

AYES:

NOES:

ABSENT:

DISQUALIFIED:

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk



City Council Meeting Calendar February 16, 2011

Date	Time	Location	Topic
February 25, 2011	8:00 a.m. to 5:00 p.m.	TBD	Council Retreat
March 1, 2011 (if needed)	4:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Special Closed Session  Study Session
March 8, 2011	1:30 p.m.  3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
March 22, 2011	1:30 p.m.  3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions

April 5, 2011	7:00 p.m.	Council Chambers	CIP Hearings
April 12, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
April 26, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
May 3, 2011  (if needed)	4:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Special Closed Session  Study Session
May 10, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
May 24, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
June 7, 2011	8:30 a.m.	Courtyard Conf. Room  Council Chambers	Special Meeting  Budget Hearings
June 14, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
June 28, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
July 5, 2011  (if needed)	4:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Special Closed Session  Study Session
July 12, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Budget Adoption Regular Council/Redevelopment Agency Open Sessions
July 26, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
August			
September 6, 2011  (if needed)	4:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Special Closed Session  Study Session
September 13, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions

September 27, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
October 4, 2011  (if needed)	4:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Special Closed Session  Study Session
October 11, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
October 25, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
November 1, 2011  (if needed)	4:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Special Closed Session  Study Session
November 8, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
November 22, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions
December 6, 2011  (if needed)	4:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Special Closed Session  Study Session
December 13, 2011	1:30 p.m. 3:00 p.m. and 7:00 p.m.	Courtyard Conf. Room  Council Chambers	Regular Council/Agency Closed Session  Regular Council/Redevelopment Agency Open Sessions

**Council Membership in City Groups and Outside Agencies**

Councilmembers will have the opportunity to present oral updates to Council and the public. Councilmembers may provide direction, request additional information or that a topic raised be agendized for future Council action. The Presiding Officer may request oral updates from Council ad hoc Committees.

The Presiding Officer will ask representatives of each entity if there is any oral update.

<b>Name of Agency/Organization</b>	<b>Currently Serving</b>
Association of Monterey Bay Area Governments (AMBAG)	L. Robinson, T. Madrigal (alternate)
City of Santa Cruz/Soquel Creek Water District (SqCWD) Desalination Project	D. Terrazas, D. Lane R. Coonerty (Alt.)
City Schools Committee	T. Madrigal, R. Coonerty, H. Bryant
Community Action Board	T. Madrigal, David Sweet (alternate)
Community Programs Committee	R. Coonerty, L. Robinson, H. Bryant
Conference and Visitors' Council	L. Robinson, D. Terrazas
Cultural Council Board City Representative	K. Beiers
Downtown Management Corporation	L. Robinson, H. Bryant
Economic Development Council (Mayor/Vice Mayor)	R. Coonerty, H. Bryant, D. Lane
Library Joint Powers Authority Board	K. Beiers, D. Terrazas
Library Financing Authority	D. Terrazas
Local Agency Formation Commission (LAFCO)	D. Lane
Monterey Bay Unified Air Pollution Control District	2011 City of Capitola
Public Safety Committee	D. Lane, L. Robinson, D. Terrazas
Sanctuary Inter-Agency Task Force	K. Beiers, R. Coonerty
Santa Cruz County Children's Network	D. Shoemaker, C. Scurich (alt.)
Santa Cruz Community Farmers Market, Inc.	L. Robinson
SC County Integrated Waste Management Local Task Force	D. Terrazas, Alan Schlenger (alternate) Bob Nelson, Mary Arman (alternate)
Santa Cruz Metropolitan Transit District Board	L. Robinson, H. Bryant
SC County Regional Transportation Commission (SCCRTC)	D. Lane, L. Robinson (alternate)

Public comment on the reports given will be heard at a time to be determined by the Presiding Officer.