



PUBLIC WORKS DEPARTMENT

INVITATION FOR BIDS,  
SPECIFICATIONS, AND CONTRACT DOCUMENTS

FOR

**"BAY DRIVE PROTECTED BIKE LANES AND PEDESTRIAN PATH PROJECT"  
CITY PROJECT NO. c402304**

SANTA CRUZ CITY COUNCIL

Fred Keeley, Mayor

Renee Goulder, Vice Mayor

Sandy Brown

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Scott Newsome

Martine Watkins

Matt Huffaker, City Manager

Bonnie Bush, City Clerk Administrator

Anthony P. Condotti, City Attorney

Nathan Nguyen, Public Works Department Director

Nathan Nguyen, Acting Assistant Director/City Engineer

**BID OPENING JUNE 5, 2023 @ 2:00 PM PACIFIC STANDARD TIME**

Closing time to receive bids  
will be verified by the on-line clock maintained by the  
US Naval Observatory, found at: <https://time.gov/>



# TABLE OF CONTENTS

<b>NOTICE INVITING SEALED PROPOSALS OR BIDS.....</b>	<b>1</b>
<b>SECTION 1 - DEFINITIONS AND TERMS .....</b>	<b>5</b>
<b>SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS.....</b>	<b>8</b>
2.01 GENERAL.....	8
2.02 OBTAINING PLANS AND SPECIFICATIONS .....	8
2.03 CONTENTS OF PROPOSAL FORMS.....	8
2.04 ESTIMATED QUANTITIES .....	9
2.05 EXAMINATION OF DRAWINGS, SPECIFICATIONS, AND SITE OF WORK.....	9
2.06 PROPOSAL FORM .....	10
2.07 QUERIES ON BIDDING .....	10
2.08 REJECTION OF PROPOSALS.....	10
2.09 PROPOSAL GUARANTEE .....	11
2.10 WITHDRAWAL OF PROPOSALS.....	11
2.11 PUBLIC OPENING OF PROPOSALS .....	11
2.12 JOINT PROPOSALS .....	11
2.13 DISQUALIFICATION OF BIDDERS .....	11
2.14 BID RIGGING.....	12
2.15 ADDENDUM.....	12
2.15 LIST OF SUBCONTRACTORS.....	13
2.16 COMPETENCY OF BIDDER .....	13
2.17 RELIEF OF BIDDERS.....	13
2.18 PUBLIC BID REQUIREMENTS .....	14
2.19 PROPOSAL FORM .....	15
2.20 BASIS OF BID.....	18
2.21 LIST OF SUBCONTRACTORS.....	21
2.22 CONTRACTOR REFERENCE INFORMATION.....	22
2.23 DIR COMPLIANCE AFFIDAVIT .....	23
2.24 NON-COLLUSION DECLARATION .....	24
2.25 BIDDER’S FINANCIAL QUALIFICATION.....	25
2.26 BIDDERS BOND .....	26
2.27 AGREEMENT .....	27
2.28 FAITHFUL PERFORMANCE BOND .....	31
2.29 LABOR AND MATERIAL BOND .....	33
2.30 WORKER’S COMPENSATION ACKNOWLEDGMENT CERTIFICATE .....	35

2.31	CERTIFICATE OF WORKERS' COMPENSATION INSURANCE FOR THE CITY OF SANTA CRUZ .....	36
2.32	CERTIFICATE OF STATE CONTRACTOR'S LICENSE.....	37
2.33	CONTRACTOR LICENSE INFORMATION .....	38
<b>SECTION 3 – AWARD AND EXECUTION OF CONTRACT .....</b>		<b>39</b>
3.01	GENERAL.....	39
3.02	CONSIDERATION OF PROPOSALS .....	39
3.03	AWARD OF CONTRACT .....	39
3.04	RETURN OF PROPOSAL GUARANTEES.....	39
3.05	CONTRACT BONDS .....	40
3.06	EXECUTION OF CONTRACT .....	40
3.07	FAILURE TO EXECUTE CONTRACT.....	41
<b>SECTION 4 – BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES .....</b>		<b>42</b>
4.01	BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES.....	42
4.02	PRE-CONSTRUCTION CONFERENCE .....	42
4.03	ARCHAEOLOGICAL DISCOVERIES .....	42
<b>SECTION 5 – GENERAL CONDITIONS .....</b>		<b>43</b>
5.01	WORK TO BE DONE .....	43
5.02	MAINTENANCE AND CLEAN-UP .....	43
5.03	CHANGES .....	43
5.031	DIFFERING SITE CONDITIONS .....	44
5.04	PROTESTS .....	44
5.05	CONTRACTOR'S INSURANCE .....	45
5.051	CERTIFICATE REQUIREMENTS .....	45
5.052	MINIMUM SCOPE AND LIMITS OF INSURANCE .....	45
5.053	OTHER INSURANCE PROVISIONS.....	46
5.054	SUBCONTRACTORS.....	48
5.055	SPECIAL RISK/CIRCUMSTANCES .....	48
5.06	AUTHORITY OF ENGINEER.....	54
5.07	CONFORMITY WITH DRAWINGS AND ALLOWABLE DEVIATIONS .....	54
5.08	SUPERINTENDENCE .....	54
5.09	LAYOUT OF WORK AND SURVEYS .....	54
5.10	INSPECTION .....	55
5.11	TESTING BY CONTRACTOR .....	55
5.12	REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORKS.....	55
5.13	CONSTRUCTION EQUIPMENT AND PLANT.....	56
5.14	USE OF COMPLETED PORTIONS .....	56
5.15	LEGAL ADDRESS OF THE CONTRACTOR .....	56

5.16 FINAL INSPECTION..... 57

5.17 ACCEPTANCE OF CONTRACT ..... 57

5.18 COORDINATION OF SPECIFICATIONS & DRAWINGS ..... 57

5.19 INTERPRETATION OF SPECIFICATIONS & DRAWINGS ..... 57

5.20 STATE SPECIFICATIONS..... 58

5.21 REASONABLENESS OF INTERPRETATIONS..... 58

5.22 LAWS TO BE OBSERVED ..... 58

5.23 LABOR NONDISCRIMINATION ..... 58

5.24 PREVAILING WAGES ..... 59

5.25 HOURS OF LABOR..... 59

5.26 APPRENTICES..... 60

5.27 PERMITS AND LICENSES ..... 60

5.28 PATENTS & COPYRIGHTS ..... 60

5.29 SANITARY FACILITIES ..... 61

5.30 PUBLIC SAFETY ..... 61

5.31 ACCIDENT PREVENTION ..... 61

5.32 EXPLOSIVES ..... 62

5.33 FIRES..... 62

5.34 INTERFERENCE WITH FIRE HYDRANTS, HIGHWAYS, AND FENCES..... 62

5.35 PRESERVATION OF PROPERTY..... 62

5.36 PUBLIC CONVENIENCE ..... 63

5.37 CONTRACTOR’S RESPONSIBILITY FOR WORK..... 64

5.38 RESPONSIBILITY FOR DAMAGES..... 64

5.39 PAYMENT OF TAXES ..... 65

5.40 PROPERTY RIGHTS IN MATERIALS..... 65

5.41 RIGHTS IN LAND & IMPROVEMENTS..... 65

5.42 TITLE TO MATERIALS FOUND ON THE WORK..... 65

5.43 PERSONAL LIABILITY..... 65

5.44 TRESPASS..... 65

5.45 SUBCONTRACTING ..... 66

5.46 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS ..... 66

5.47 PROTECTION OF PUBLIC UTILITIES ..... 66

5.48 PUBLICATIONS..... 67

5.49 LANDS & RIGHTS-OF-WAY..... 67

5.50 ASSIGNMENT..... 67

5.51 COMMENCEMENT OF WORK ..... 68

5.52 WORK PROGRESS SCHEDULE ..... 68

5.53 TEMPORARY SUSPENSION OF WORK..... 68

5.54	TEMPORARY SUSPENSION OF WORK FOR THE CONVENIENCE & BENEFIT OF THE CITY.....	68
5.55	SUSPENSION OF WORK BECAUSE OF CONDITIONS BEYOND CONTROL OF CITY OR CONTRACTOR.....	68
5.56	TERMINATION OF UNSATISFACTORY SUBCONTRACTS.....	69
5.57	CHARACTER OF WORKERS .....	69
5.58	TERMINATION OF CONTRACT .....	69
5.59	RIGHT-OF-WAY DELAYS.....	69
5.60	CONTRACTOR’S COST DATA.....	69
5.61	COORDINATION WITH UTILITIES.....	70
5.62	RESPONSIBILITY FOR ACCURACY.....	70
5.63	TEMPORARY FACILITIES & SERVICES.....	71
5.64	UNFAVORABLE WEATHER & OTHER CONDITIONS.....	71
5.65	WEEKEND, HOLIDAY, AND NIGHT WORK.....	71
5.66	WORK TO BE DONE WITHOUT DIRECT PAYMENT.....	71
5.67	MEASUREMENT OF QUANTITIES.....	72
5.68	CHANGE ORDERS.....	72
5.69	FORCE ACCOUNT WORK .....	72
5.70	DEDUCTIONS FROM PAYMENTS .....	72
5.71	PARTIAL PAYMENT .....	72
5.72	FINAL PAYMENT .....	73
5.73	SCOPE OF PAYMENT.....	73
5.74	GUARANTEE .....	73
5.75	TEMPORARY CONSTRUCTION EASEMENT .....	74
5.76	BUY AMERICA REQUIREMENTS.....	74
<b>SECTION 6 – BLANK.....</b>		<b>74</b>
<b>SECTION 7 – BLANK.....</b>		<b>74</b>
<b>SECTION 8 – CONTROL OF MATERIALS AND INSTALLED EQUIPMENT.....</b>		<b>75</b>
8.01	QUALITY ASSURANCE PROGRAM (QAP) .....	75
8.02	FURNISHING AND QUALITY OF MATERIALS AND EQUIPMENT.....	75
8.03	SOURCE OF MATERIAL AND EQUIPMENT .....	75
8.04	STORAGE OF MATERIALS AND EQUIPMENT .....	76
8.05	DEFECTIVE MATERIALS.....	76
8.06	TRADE NAMES AND ALTERNATIVES.....	76
8.07	TESTING MATERIALS .....	77
8.071	FREQUENCY.....	77
8.072	CERTIFICATES OF COMPLIANCE .....	77
8.08	PLANT INSPECTION .....	78
<b>SECTION 9 – DESCRIPTION OF WORK .....</b>		<b>79</b>

9.01 WORK TO BE PERFORMED .....	79
<b>SECTION 10 – TECHNICAL SPECIAL PROVISIONS.....</b>	<b>80</b>
10.01 MOBILIZATION .....	80
10.02 TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS .....	81
10.03 CONTROL OF WORK .....	85
10.04 EXISTING HIGHWAY FACILITIES .....	86
10.05 WATER POLLUTION CONTROL .....	90
10.06 BEST MANAGEMENT PRACTICE .....	92
10.07 DUST CONTROL .....	93
10.08 CONSTRUCTION SURVEYING BY THE CONTRACTOR .....	94
10.09 CLEARING AND GRUBBING .....	95
10.10 EARTHWORK .....	96
10.11 AGGREGATE BASE .....	98
10.12 ASPHALT CONCRETE.....	99
10.13 MISCELLANEOUS CONCRETE.....	100
10.14 REINFORCEMENT .....	101
10.15 ROADWAY SIGNS AND POSTS .....	102
10.16 MARKINGS AND COATINGS.....	103
10.17 CAST-IN-PLACE/SURFACE APPLIED DETECTABLE WARNING SURFACE TILES.....	106
10.18 TRAFFIC CONTROL DEVICES .....	108
10.19 UTILITY BOX ADJUSTMENT.....	109
10.20 SIGNALS AND ELECTRICAL SYSTEMS .....	109
<b>Attachment – Community Traffic Safety Coalition, Recommended Guidelines to Protect the Safety of Bicycle, Pedestrians and Disabled Travelers during Road Construction.....</b>	<b>112</b>



## NOTICE INVITING SEALED PROPOSALS OR BIDS

NOTICE IS HEREBY GIVEN that the City of Santa Cruz, California (the “City”), invites sealed Bids for the following “Project”:

### **"BAY DRIVE PROTECTED BIKE LANES AND PEDESTRIAN PATH PROJECT" CITY PROJECT NO. c402304**

1. Date and Place of Opening Bids. Sealed bids for the construction of the Project will be received at the Public Works Department, 809 Center Street, Room 201, Santa Cruz, California 95060, until **June 5, 2023 at 2:00 pm** Pacific Standard Time in a sealed envelope plainly endorsed with the Project Name and Number, listed above. At that time, the Bids received will be publicly opened and read. Attendees will be required to wear face masks, social distance, and follow any other safety measures currently recommended by the County Public Health Officer. Bids received after the date and time stated above will be rejected as nonresponsive.
2. Location of Project. The Project is to be performed at Bay Drive (between Escalona Drive and Nobel Drive).
3. Description of Work. The Project to be performed consists of furnishing all labor, materials, tools, equipment, and transportation required to complete the Project, with a scope of work to generally include, but is not limited to, the following: Installing concrete curbs, gutters, curb ramps, roadway signs, striping and pavement markings. All other work not mentioned above that is required by the plans, City Standard Specifications, State Standard Specifications and the Special Provisions shall be performed, placed, constructed or installed. (the “Work”). For additional information, please contact the individual listed in Paragraph 17, below.
4. Time for Completion. The Project shall be completed within **25** working days and before September 15, 2023. All time limits stated herein are of the essence.
5. Bidding Documents. The “Bidding Documents” shall include this Notice Inviting Bids, the Bid Form including all attachments included herein, General Requirements, Technical Specifications (including all plans, drawings, and reports), Addenda, draft Agreement, the City’s Standard Specifications (dated 2002), as amended<sup>1</sup>, the State of California’s Department of Transportation Standard Specifications (dated 2018), as amended, and all other documents identified herein.

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<sup>1</sup> The City’s Standard Specifications (dated 2002) are located via the City Website at: <https://www.cityofsantacruz.com/home/showpublisheddocument?id=2467>.

6. Obtaining the Bidding Documents. Bidding Documents may be downloaded, without charge, from: <http://www.cityofsantacruz.com/business/bidding-information> . Bidding Documents may be examined and copies secured from the office of the Public Works Department, 809 Center Street, Room 201, Santa Cruz, California 95060, for a nonrefundable fee of \$30.00. Documents can also be obtained from [ebidboard.com](http://ebidboard.com)

Prospective bidders are urged to register with the designated website as a Bidding Documents holder, even if Bidding Documents are obtained from a source other than the designated website or City in either electronic or paper format. The designated website will be updated periodically with Addenda, reports, and other information relevant to submitting a bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the designated website. Neither City nor any City official, employee, or agent will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website or the City.

7. Submitted Bid. Each sealed Bid shall comply with the Bidding Documents and be submitted on the Bid Form, including all attachments. Contractor must clearly and legibly set forth all information requested in the manner and form indicated.

By submitting a Bid, the Bidder represents that it has carefully examined and investigated the Project site and all Bidding Documents.

Each Bid shall include a bid security in the form of a certified check, cashier's check, or bidder's bond made payable to the order of the City of Santa Cruz, California, for an amount not less than (10) percent of the amount of the Proposal. The bid security shall be given as a guarantee that the successful bidder will enter into the contract, and will be declared forfeited if the successful bidder refuses or fails to enter into said contract.

All bidders shall submit with its Bid the included sworn statement of its financial responsibility, technical ability, and experience.

8. Addenda. All submitted Bids shall verify if the City has issued any addenda for this Project. It is the bidder's sole responsibility to ensure that all addenda requirements are included in the submitted Bid. All addenda shall be posted on the City's designated website
9. Withdrawing Submitted Bid. A bidder may withdraw a submitted Bid at any time prior to the time of bid opening only by written request to the City. Unless otherwise required by law, no bidder may withdraw its Bid for a period of sixty (60) days after the bid opening.
10. Award of Contract. The City will award the Project to the lowest responsible and responsive bidder. The City reserves the right to reject any and all Bids, including but not limited to for any minor irregularities, or waive any informalities or minor defects in proposals received. The City may reject a Bid if it determines that any of the bid prices are materially unbalanced to the potential detriment of the City.

Within ten (10) calendar days after receiving written notice that the contract has been awarded, the successful bidder shall return to the City the signed agreement, together with the completed Labor and Material Bond and Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price (issued by a corporate surety company approved



by the City Attorney), insurance certificates, and all other documents as required by the Bidding Documents.

11. Department of Industrial Relations Monitoring. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Prevailing wages as published by the DIR are required for all workers, including those employed by subcontractors, for all non-federally funded projects.

No contractor or subcontractor may be listed on a Bid or awarded the contract for the Project unless registered with the DIR pursuant to Labor Code section 1725.5 and 1771.1. Refer to the DIR website, <http://www.dir.ca.gov>, to register and to find the correct wage rates and answers to questions related to prevailing wage requirements.

12. Buy America. 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 and as further amended by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) of 2012.

13. Licenses. Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the Work. The Contractor is required to ensure that all subcontractors listed in the Bid Form and working on this Project hold valid licenses and certifications suitable for their trade. Bidder is required to provide with its Bid satisfactory proof of licensure to the City.

Bidders bidding as the Prime Contractor shall possess a valid **California Contractor's Class "A" License** at the time of bid submittal, and all listed subcontractors shall hold valid licenses suitable for their trade at the time of bid submittal. Failure to possess required licenses at the time of bid submittal may render the bid non-responsive and shall act as a bar to award of the contract to the bidder and shall result in a forfeiture of the bid security.

Bidder and all subcontractors shall maintain the required licenses throughout the entire Project until the City issues a Notice of Completion.

14. Retention. Progress payments are subject to 5% retention withholding until thirty-five (35) calendar days after recording the notice of completion. Pursuant to California Public Contract Code Section 22300, for monies earned by the General Contractor and withheld by the City to ensure the performance of the Contract. The General Contractor, may, at its option, choose to substitute securities meeting the requirements of California Public Contract Code Section 22300, or have the retained, earned monies deposited in an escrow account at a federal or state-chartered bank.

15. Business License. All Contractors and subcontractors working in the City must have a valid City of Santa Cruz business license at the time the contract is awarded, pursuant to Santa Cruz Municipal Code (SCMC) Chapter 5.04.

16. Questions for City. All questions relative to this Project prior to the opening of Bids shall be in writing and received a minimum of five (5) working days prior to the above-stated Bid opening date and shall be directed to:

City of Santa Cruz, Public Works Department  
Attn: Dan Cabreros  
809 Center Street, Room 201  
Santa Cruz, California 95060  
Email: [dcabrerros@cityofsantacruz.com](mailto:dcabrerros@cityofsantacruz.com)  
Tel.: 831-420-5420  
Fax: 831-420-5161

This Advertisement is issued by the City of Santa Cruz, California.

Dated: April 27, 2023

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Nathan Nguyen  
Acting Assistant Director/City Engineer  
Public Works Department  
809 Center Street, Rm. 201  
Santa Cruz, CA 95060

## 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.

**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 City Engineer 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.

**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,” 2018 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.

## **SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the State 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 2-1.34, "Bidder's Security," of the State 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.

### **2.02 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 for \$30.00 non-refundable fee. These documents may also be accessed and downloaded electronically for no-fee from the City of Santa Cruz website, <http://www.cityofsantacruz.com/business/bidding-information>.

### **2.03 CONTENTS OF PROPOSAL FORMS**

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.

## **2.04 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.

## **2.05 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.

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.

## **2.06 PROPOSAL FORM**

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 copy of each addendum to the Specifications or Drawings shall be attached securely to the Specifications containing the Proposal (refer to Section 2.15).

## **2.07 QUERIES ON BIDDING**

Questions regarding the Specifications, Drawings, or any other portion of the Contract or any addenda thereto shall be directed to the City Engineer, care of Dan Cabrerros, Assistant Engineer, at City Hall, 809 Center Street, Room 201, Santa Cruz, California, 95060, in writing. An e-mail to [dcabrerros@cityofsantacruz.com](mailto:dcabrerros@cityofsantacruz.com) is acceptable. All efforts will be made by the City to answer questions received, and all answers will be distributed to all bidders electronically. No interpretation of the meaning of the Specifications, Drawings, or other pre-bid documents will be made to any bidder orally. All questions shall be submitted no less than five (5) business days prior to the bid opening date.

## **2.08 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.



## **2.09 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.

## **2.10 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 City Clerk. 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.

## **2.11 PUBLIC OPENING OF PROPOSALS**

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

## **2.12 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.

## **2.13 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.

## **2.14 BID RIGGING**

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. The hotline should be used to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

## **2.15 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 copy of each addendum so issued shall be attached to the Specifications containing the Proposal submitted by the bidder to the Public Works Department.

## **2.15 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.

All listed subcontractors must be registered with the state Department of Industrial Relations (DIR) and provide DIR registration number prior to proposal submittal

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

## **2.16 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.

## **2.17 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.

## **2.18 PUBLIC BID REQUIREMENTS**

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or After April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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



**2.19 PROPOSAL FORM**

**Bidder’s Proposal for**

**"BAY DRIVE PROTECTED BIKE LANES AND PEDESTRIAN PATH PROJECT"  
CITY PROJECT NO. c402304**

TO: The Council of the City of Santa Cruz

PROPOSAL OF: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement, in the form specified in the Contract Documents, with the City of Santa Cruz (“City”) to perform all work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the Bidding Documents.

The undersigned Bidder understands that any or all 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 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.

Please note closing time to receive bids will be verified according to local telephone company time.

**IT IS UNDERSTOOD THAT THIS BID IS BASED UPON COMPLETION OF THE WORK AS SPECIFIED IN THE SPECIAL PROVISIONS WITHIN 25 WORKING DAYS WORKING DAYS AND BEFORE SEPTEMBER 15, 2023, AND THE PRICES INCLUDE ALL STATE, FEDERAL, AND OTHER TAXES APPLICABLE TO THE PROJECT.**

The undersigned Bidder agrees to do any extra work, not covered by the above 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 Standard Specifications.

If awarded the contract, the undersigned Bidder hereby agrees to submit the following documents to the City within ten (10) business days of the Notice of Award: a signed Agreement, executed bonds (including Faithful Performance Bond and Payment Bond), proper evidence of insurance, and any other forms or documents identified in the Bidding Documents and Notice of Award. The

undersigned Bidder further agrees to begin work within ten (10) days after receiving the Notice to Proceed.

The undersigned Bidder has carefully examined the form of the Agreement, the Standard Specifications, the Plans and Special Provisions for the project hereinbefore described and referred to in the "Invitation to Bidders" inviting proposals for **"BAY DRIVE PROTECTED BIKE LANES AND PEDESTRIAN PATH PROJECT" CITY PROJECT NO. c402304** 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 and Plans and Special Provisions in the manner described therein.

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 omissions on the part of the undersigned in making up this bid.

This Bid is made with a full knowledge of the kind, quantities, and quality of the work and of 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 undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

The Bidder furthermore agrees that in case of its default in executing said Agreement with necessary bonds, the check or bond accompanying this Bid and money payable will 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 Cruz, California, and which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

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 sixty (60) days from the opening thereof.

Bidder submits the following complete and executed documents herewith to form a complete Bid:

- 2.19 Proposal Form

- 2.20 Basis of Bid
- 2.21 List of Subcontractors
- 2.22 Contractor Reference Information
- 2.23 DIR Compliance Affidavit
- 2.24 Non-Collusion Declaration
- 2.25 Bidder's Financial Qualification
- 2.26 Bidders Bond

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

The undersigned declares under penalty of perjury that the information contained in this Bid and all accompanying documents are true and correct. **A notary acknowledgment is required.**

Dated: \_\_\_\_\_ Firm Name: \_\_\_\_\_

Official Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

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

DIR Registration No.: \_\_\_\_\_

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

**“BAY DRIVE PROTECTED BIKE LANES AND PEDESTRIAN PATH PROJECT”  
CITY PROJECT NO. c402304**

**2.20 BASIS OF BID**

Name of Bidder: \_\_\_\_\_

Project Name/Number: \_\_\_\_\_

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (\$)	Item Total (\$)
1	Mobilization	LS	1		
2	Storm Water Pollution Prevention Plan (SWPPP)	LS	1		
3	Traffic Control and Construction Area Signs	LS	1		
4	Construction Surveying by the Contractor	LS	1		
5	Clearing and Grubbing	LS	1		
6	PCC Curb Ramp	SF	739		
7	PCC Curb and Gutter	SF	43		
8	PCC Sidewalk	SF	486		
9	Detectable warning surface tile (Cast in Place)	SF	58		
10	Detectable warning surface tile (Surface Applied)	SF	12		
11	Asphalt Concrete (Type A)	TON	42		
12	Class 2 Aggregate Base	TON	69		
13	Demolition and Removal	SF	2360		
14	Subgrade Preparation	SY	263		
15	Adjust (E) Utility Box to Grade	EA	4		
16	Install (N) City Standard Post	EA	5		
17	Install (N) R4-4 Sign (Yield to Bikes) (36" x 30")	EA	3		
18	Install (N) W9-1 Sign (Right Lane Ends) (30" x 30")	EA	1		
19	Install (N) W4-2 Sign (Right Lane Ends Symbol) (30" x 30")	EA	1		
20	Install (N) Curb and Post (Pexco FG 300 White)	EA	200		
21	Install Bike Loop	EA	1		
22	Install Traffic Loops	EA	12		
23	Relocate Ped Push Button	EA	1		
24	Grind Thermoplastic Stripe	LF	4830		
25	Grind Thermoplastic Legend	SF	273		



26	Remove Pavement Markers	LF	3590		
27	Caltrans Arrow Type 4 (A4-L/R)	EA	4		
28	Caltrans Arrow Type A6(L)	EA	3		
29	Install Limit Line (12" White Line) (LL)	LF	94		
30	Buffer Bike Lane 1 (BBL1)	LF	3580		
31	Bike and Through Arrow (BTA)	EA	17		
32	Bike and Left Arrow (BLA)	EA	2		
33	"BUS" Marking (BUS)	EA	2		
34	"ONLY" Marking (ONL) 8-feet	EA	2		
35	"ONLY" Marking (ONL-1) 4-feet	EA	3		
36	Caltrans Arrow Type 1 (A1-1) 5-feet	EA	14		
37	Pedestrian Marking Symbol (PED-S) 6-feet	EA	14		
38	Detail 9 (D9)	LF	186		
39	Detail 24 (D24)	LF	210		
40	Detail 38 (D38)	LF	68		
41	Detail 38A (D38A)	LF	60		
42	Detail 39 (D39)	LF	318		
43	Detail 39Z (D39Z)	LF	462		
44	Detail 40 (D40)	LF	58		
45	6-inch White Thermoplastic Stripe	LF	2117		
46	Install Crosswalk (12" white Line) (CWW)	LF	350		
				SUBTOTAL	
				10% CONTINGENCY	
				TOTAL	

Total Basis of Bid Plus Contingency in Words: \_\_\_\_\_  
 \_\_\_\_\_

*The contingency is reserved for unforeseen project tasks. No payment will be made to the Contractor for any portion of the contingency unless a contract change order is approved by the City*

**Note: This page intentionally left blank.**

**2.21 LIST OF SUBCONTRACTORS**

Name of Bidder: \_\_\_\_\_  
 Project Name/Number: \_\_\_\_\_

Bidder will use Subcontractors for the Work:  YES       NO

For each subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent, Bidder shall indicate on this form each proposed subcontractor’s legal/contracting entity name, business address and phone number, the Contractor’s State Licensing Board license number, the public works contractor registration number issued pursuant to California Labor Code Section 1725.5, the dollar amount and proportion (in percent) of the Work of each Subcontractor (of any tier) to whom a portion of the Work will be awarded via one or more subcontracts, and the work to be performed by the subcontractor.

(Attach additional sheets, if necessary)

<b>Subcontractor’s Legal Name</b>	<b>Business Address and Phone Number</b>	<b>CSLB License Number</b>	<b>Public Works Contractor DIR Number</b>	<b>Bid Items To Be Performed</b>	<b>Total Subcontract Amount and Percentage of Total Bid Price</b>

**2.22 CONTRACTOR REFERENCE INFORMATION**

Name of Bidder: \_\_\_\_\_

Project Name/Number: \_\_\_\_\_

Failure to provide this information may constitute grounds for rejection of the bid.

The Bidder has been engaged in the contracting business under State License No.(s) \_\_\_\_\_  
for a period of years.

The following are five owners for whom the Bidder has constructed projects of similar scope to the Project. Such projects will have been completed within the past five years.

1. Name, Address, Phone No: \_\_\_\_\_

Project Description: \_\_\_\_\_

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

2. Name, Address, Phone No: \_\_\_\_\_

Project Description: \_\_\_\_\_

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

3. Name, Address, Phone No: \_\_\_\_\_

Project Description: \_\_\_\_\_

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

4. Name, Address, Phone No: \_\_\_\_\_

Project Description: \_\_\_\_\_

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

5. Name, Address, Phone No: \_\_\_\_\_

Project Description: \_\_\_\_\_

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

## **2.23 DIR COMPLIANCE AFFIDAVIT**

Name of Bidder: \_\_\_\_\_

Project Name/Number: \_\_\_\_\_

California Labor Code requires private contractors, and their subcontractors, to pay prevailing wages to their workers when working on a project funded by a public entity. Prevailing wages are due if the project costs more than \$1,000, and involves the following construction work: new construction, alteration, demolition, installation, repair and maintenance. Contractors must also make an attempt to hire apprentices when the total project costs exceed \$30,000.

Prior to commencement of the Contract, all Contractors and subcontractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to <https://www.dir.ca.gov/Public-Works/PublicWorks.html>.

- No contractor or subcontractor may be listed on a bid proposal for a public works project (effective March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (effective April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

1. DIR registration is required each fiscal year (July 1 – June 30).

I, the Bidder, certify that:

I acknowledge that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. I am aware of the provisions of Senate Bill SB 854 and Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, and 1815 which require Contractors to comply with all labor compliance requirements, including but not limited to, prevailing wage requirements, Public Works Contractor Registration Program, Electronic Certified Payroll Reporting, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**2.24 NON-COLLUSION DECLARATION**

(Pursuant to Section 7106 of the Public Contract Code)

Name of Bidder: \_\_\_\_\_  
Project Name/Number: \_\_\_\_\_

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 20\_\_, at \_\_\_\_\_[City], \_\_\_\_\_, [State].

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

**2.25 BIDDER’S FINANCIAL QUALIFICATION**

Name of Bidder: \_\_\_\_\_  
Project Name/Number: \_\_\_\_\_

Reference is hereby made to the following bank or banks as to the financial responsibility of the Bidder:

Name of Bank	Address/Phone Number/Contact Name & Title

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the Bidder:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

I certify that Bidder is financially and technically capable of performing and has the necessary experience to perform the work of the contract.

I declare under penalty of perjury that the foregoing is true and correct. This certificate is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

BIDDER

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**2.26 BIDDERS BOND**

KNOW ALL PERSONS 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: **"BAY DRIVE PROTECTED BIKE LANES AND PEDESTRIAN PATH PROJECT"**  
**CITY PROJECT NO. c402215**

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 \_\_\_\_\_, 20 \_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal)

Signature

Signature

Title

Title

Address

Address

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary Acknowledgement.)



## **2.27 AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the CITY OF SANTA CRUZ, a municipal corporation, hereinafter called “City,” and \_\_\_\_\_, hereinafter called “Contractor;”

WITNESSETH, that the parties hereto do mutually agree as follows:

### **ARTICLE I**

That for and in consideration of the covenants and agreements herein contained and the payments at the prices stated in the bid proposal attached hereto, and by this reference made a part hereof, the Contractor hereby covenants and agrees to furnish any and all required supervision, labor, equipment, material, services, and transportation, as set forth in the Contract Documents as hereinafter defined, and will bear any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, construct, reconstruct, pave or repave and complete improvements for:

#### **"BAY DRIVE PROTECTED BIKE LANES AND PEDESTRIAN PATH PROJECT" CITY PROJECT NO. c402304**

(the “Project”) in strict conformity and compliance with the Contract Documents, and to do everything required by this Agreement, and by said Contract Documents as hereinafter defined (the “Work”).

### **ARTICLE II**

It is expressly agreed and understood by each and every party to this Agreement that the following documents are hereby incorporated and made a part of this Agreement (hereinafter the “Contract Documents”):

1. All applicable Laws and Regulations
2. Duly issued Agreement modifications, and allowance authorization(s) signed by the City, in chronological order by effective date of each.
3. This Agreement, including: Contractor’s Bid Proposal, including all attachments
4. Labor and Material Bond (Payment Bond)
5. Performance Bond
6. Insurance Certificates, including Contractor’s Certificate Relating to Worker’s Compensation
7. Invitation For Bids for **"BAY DRIVE PROTECTED BIKE LANES AND PEDESTRIAN PATH PROJECT" CITY PROJECT NO. c402304** including the Project Specifications, drawings, and plans, all Exhibits, and all Addenda in the reverse order of date of issuance
8. General Conditions
9. Standard Specifications, including the City Specifications and all applicable State Specifications and/or Drawings

The parties to this Agreement do hereby expressly acknowledge that they have read, understand, and promise to comply with each and every provision of Contract Documents. There are no Contract Documents other than those indicated above. In the event inconsistencies, conflicts, or ambiguities between and among the Contract Documents are discovered, the parties shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take

precedence in the order in which they are listed above. Inclusion of an order of precedence herein does not in any way negate or reduce Contractor's obligation to report conflicts, discrepancies, apparent omissions, and similar matters to the City.

### ARTICLE III

It is expressly agreed and understood by the Contractor that the "Standard Specifications" consists of the documents on file at the Public Works Department of the City of Santa Cruz, entitled:

1. City of Santa Cruz Department of Public Works, Department of Parks and Recreation, and Water Department 2002 Standard Specifications ("City Specifications");
2. Standard Specifications of the State of California, Department of Transportation, dated 2018 ("State Specifications"); and
3. State of California /Caltrans: California Manual on Uniform Traffic Control Devices (CA MUTCD) (2014 Revision 6).

Where conflicts arise between the City's Standard Specifications and the State Specifications, the City's Standard Specifications shall control and apply.

### ARTICLE IV

Contractor shall conform to all laws and regulations of the United States and the State of California, as well as laws of Santa Cruz, as may be applicable to the Project. In addition, the City Council of the City of Santa Cruz endorses the MacBride Principles and the Peace Charter and encourages all companies doing business in Northern Ireland to abide by the MacBride Principles.

### ARTICLE V

The City hereby contracts to pay said Contractor the prices provided for in the Bid Proposal in the manner, to the extent, and at the times set forth in the Contract Documents.

### ARTICLE VI

It is agreed by the parties hereto that the acceptance of the Contractor's performance will be made only by an affirmative action of the City of Santa Cruz City Council in session, evidenced by resolution, and upon the filing by the Contractor of a Release of all Claims of every nature on account of work done under this Agreement, together with an affidavit that all claims have been fully paid. The acceptance by the Contractor of said final payment shall constitute a waiver of all claims against the City arising out of or in connection with this Agreement.

### ARTICLE VII

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and its respective officials, officers, directors, partners, employees, and authorized agents ("Indemnitees") from and against any and all claims, suits, actions, judgments, demands, liabilities, losses, damages, expenses, including attorneys' fees and costs of litigation (collectively, "Losses"), arising from personal or bodily injuries, death, property damage, or otherwise in any way related to, connected with, or resulting from the obligations or performance of the Work under this Agreement

by Contractor, Subcontractors, Suppliers, and their respective officers, directors, employees, agents, or other third parties directly or indirectly employed by or under their authority or control. This provision shall not be deemed to require the Contractor to indemnify or hold harmless an Indemnitee for any Loss proximately caused by the sole or active negligence or willful misconduct of the Indemnitee, as determined by a court or other adjudicatory body of competent jurisdiction. This provision shall survive the termination of the Agreement or the completion of the Work.

## ARTICLE VIII

Article Intentionally Omitted

## ARTICLE IX General Terms

- Complete Agreement. This Agreement, along with the terms and conditions in the Contract Documents and any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
- Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
- Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
- Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
- Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

*Signature Page to Follow*

IN WITNESS WHEREOF, this Agreement is executed by the City Manager of the City of Santa Cruz, under and pursuant to a resolution of the City Council authorizing such execution, and the Contractor has affixed his/her signature hereto the day and year first hereinabove written.

**Approved as to Form by:**

\_\_\_\_\_  
Anthony P. Condotti, City Attorney

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

**For Contractor Name:**

Signature: \_\_\_\_\_  
(Name, Title)

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

**For CITY OF SANTA CRUZ, a municipal corporation**

\_\_\_\_\_  
Matt Huffaker, City Manager

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

**2.28 FAITHFUL PERFORMANCE BOND**

WHEREAS, the City Council of the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California (the "City"), and \_\_\_\_\_ hereinafter designated as "Principal" have entered into an agreement whereby Principal agrees to install and complete the work or improvement described in the contract documents entitled:

**"BAY DRIVE PROTECTED BIKE LANES AND PEDESTRIAN PATH PROJECT"  
CITY PROJECT NO. c402304**

adopted by the City Council of the City on \_\_\_\_\_, \_\_\_\_\_; and

WHEREAS, said Principal is about to enter into the annexed agreement with the City as is required to furnish security for the faithful performance of said Agreement.

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, as "Surety", are held and firmly bound unto the City, in the sum of \_\_\_\_\_ (\$\_\_\_\_\_), such sum being not less than one hundred percent (100%) of the estimated contract cost of the work, lawful money of the United States of America, to be paid to the City, for payment of which sum, well and truly to be paid, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, by these presents;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, its heirs, executors, administrators, successors, or assigns will in all things abide by and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to the true intent and meaning, and will indemnify and save harmless the City, its officers and agents, and employees, as therein stipulated, then this obligation will become null and void, otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there will be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City.

As a condition precedent to the satisfactory completion of the said contract, an obligation in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), being not less than ten percent (10%) of the estimated contract cost, will remain in force for a period of one (1) year after the official acceptance of said work, during which time if the Principal, its heirs, executors, administrators, successors or assigns will fail to make full, complete and satisfactory repairs and replacements or totally protect the City of Santa Cruz from loss or damage made evident during said period of one (1) year from the date of official acceptance of said work and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the sum of (\$ \_\_\_\_\_), will remain in full force and effect, otherwise the obligation will be discharged. However, notwithstanding any other provisions of this paragraph, the obligation for the surety hereunder will continue so long as any obligation of the Principal remains.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications will in any manner affect this obligation upon this bond, and it does hereby explicitly waive notice of any such changes, extensions of time, alterations, or additions to the terms of the contract or to the work to be performed thereunder, or to the specifications, and it further explicitly hereby waives its rights under California Civil Code § 2819.

IN WITNESS WHEREOF, the parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and duly signed by its undersigned representative, pursuant to the authority of its governing body.

**PRINCIPAL:**

Firm name: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

Title: \_\_\_\_\_

**SURETY:**

Firm name: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

Title: \_\_\_\_\_

I hereby approve the form of the within bond.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary Acknowledgement.)

**2.29 LABOR AND MATERIAL BOND**

WHEREAS, as the City Council of the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California (the "City"), has awarded to \_\_\_\_\_ hereinafter designated as the "Principal", a contract for constructing the work or improvement described in the contract documents entitled:

**"BAY DRIVE PROTECTED BIKE LANES AND PEDESTRIAN PATH PROJECT"  
CITY PROJECT NO. c402304**

adopted by the City Council of the City \_\_\_\_\_, \_\_\_\_\_; and

WHEREAS, said Principal is required under the terms of said contract to furnish a Labor and Material Bond, the surety of this bond will pay the same to the extent hereinafter set forth; and

WHEREAS, the said Principal is about to enter into the annexed contract with the City to complete the work or improvement referred to above for the City, all as more particularly and in detail shown upon the Contract Documents filed in the Office of the City Clerk of the City:

NOW, THEREFORE, we, the Principal, and \_\_\_\_\_, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ as "Surety", are held and firmly bound unto the City of Santa Cruz in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), such sum being not less than one hundred percent (100%) of the estimated contract cost of the work, lawful money of the United States of America, to be paid to the City of Santa Cruz, for payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assign jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or its heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, vendor supplies, or equipment as provided in the contract documents, upon, for, or about the performance of the work contracted to be done, or for any work or waiver thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or fails to pay any of the persons authorized under Civil Code Section 9100 to assert a claim against a payment bond, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal or his/her subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the principal and all subcontractors with respect to such work and labor that the surety or sureties will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, will pay, in addition to the face amount hereof, a reasonable attorney's fee, to be fixed by the Court.

The condition of this obligation is such that its terms inure to the benefit of any of the persons and entities authorized in Civil Code Section 9100 to assert a claim against a payment bond so as to give a right of action to such persons or entities or their assigns in any suit brought upon or action to enforce liability on the bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder shall in any manner affect its obligation upon this bond, and it does hereby explicitly waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, and further explicitly hereby waives its rights under Civil Code Section 2819.

IN WITNESS WHEREOF, the above parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and duly signed by its undersigned representative, pursuant to the authority of its governing body.

**PRINCIPAL:**

Firm name: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

Title: \_\_\_\_\_

**SURETY:**

Firm name: \_\_\_\_\_

Printed name: \_\_\_\_\_

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

Title: \_\_\_\_\_

I hereby approve the form of the within bond.

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary Acknowledgement.)



**2.30 WORKER’S COMPENSATION ACKNOWLEDGMENT CERTIFICATE**

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work under contract with the City of Santa Cruz (check one of the following) for

**"BAY DRIVE PROTECTED BIKE LANES AND PEDESTRIAN PATH PROJECT"  
CITY PROJECT NO. c402304**

- I have and will maintain in full force and effect Workers’ Compensation Insurance, as required by Section 3700 of the Labor Code, for the performance of the Work. My Workers’ Compensation insurance carrier and policy number are:

Insurance Carrier: \_\_\_\_\_  
Policy Number: \_\_\_\_\_

- I have and will maintain in full force and effect and have attached hereto a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations, as provided for by Section 3700 of the Labor Code, for the performance of the Work.

I declare under penalty of perjury that the foregoing is true and correct and executed on \_\_\_\_\_,  
\_\_\_\_\_ at \_\_\_\_\_, California.

CONTRACTOR

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**2.31 CERTIFICATE OF WORKERS' COMPENSATION INSURANCE FOR THE CITY OF SANTA CRUZ**

In accordance with the provisions of Section 3800 of the of the Labor Code of the State of California, the undersigned insurance company hereby certifies to the City of Santa Cruz, that it is an admitted Workers Compensation Insurer and that it has issued a policy of Workers' Compensation bearing policy number \_\_\_\_\_ to \_\_\_\_\_.

Said policy is a valid policy of Workers' Compensation Insurance issued in a form approved by the California Insurance Commissioner and is now in full force and effect. The full deposit on said policy is the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The undersigned insurer will give said City of Santa Cruz at least ten (10) days advance notice of the cancellation of said policy.

Insurance Company: \_\_\_\_\_

Address: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. Executed at Santa Cruz, California, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Authorized Representative (Signature)

\_\_\_\_\_  
Authorized Representative (Print Name)

**2.32 CERTIFICATE OF STATE CONTRACTOR’S LICENSE**

MY/OUR STATE CONTRACTOR’S LICENSE FOR CLASSIFICATION IS  
NO. \_\_\_\_\_ EXPIRES \_\_\_\_\_.

THIS PROPOSAL MUST BE NOTARIZED BELOW.

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Notary Seal)

Notary Public in and for the

County of Santa Cruz

State of California

The aforesigned, as Bidder, declares that he has carefully examined the location of the proposed work, the annexed proposed form of Agreement, and the Plans and Specifications therein referred to; that he proposes, and agrees if this Proposal is accepted, that he will contract with the City of Santa Cruz, in the form of the copy of the Agreement annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed and according to the requirements of the Engineer and therein set forth, and that he will accept in full payment therefor the following unit prices, to wit:

The City reserves the right to increase or decrease quantities by 25% as described in Section 4-1.05 “Changes and Extra Work” of the State Specifications.

**2.33 CONTRACTOR LICENSE INFORMATION**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

The undersigned bidder acknowledges that the appropriate license is required for performance of the:

**"BAY DRIVE PROTECTED BIKE LANES AND PEDESTRIAN PATH PROJECT"  
CITY PROJECT NO. c402304**

The bidder holds the following California Contractors License(s):

- 1. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
- 2. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
- 3. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
- 4. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_
- 5. License No. \_\_\_\_\_, Class \_\_\_\_\_, Expiration Date \_\_\_\_\_

**Bidder's Taxpayer Identification No.** \_\_\_\_\_

CONTRACTOR

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. Executed at Santa Cruz, California, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## **SECTION 3 – AWARD AND EXECUTION OF CONTRACT**

### **3.01 GENERAL**

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the State 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: ATTN: City Engineer, 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.

### **3.02 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.

### **3.03 AWARD OF CONTRACT**

The award of the Contract, if it be 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 Proposals will be compared on the basis of the City's estimate of the quantities of work to be done.

### **3.04 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.

### **3.05 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.

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 (1) 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.

### **3.06 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.

### **3.07 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 8-1.04, “Start of Job Site Activities,” in Section 8-1.05, “Time,” and in Section 8-1.10, “Liquidated Damages,” of the State Standard Specifications and these Special Provisions.

The Contractor shall purchase all materials and equipment within 10 working days after the date of the execution of the contract. The Contractor shall begin work when all materials and equipment are received and shall diligently prosecute said work to completion as follows:

Complete work required for all bid items no longer than **25 working days** after the date of the Notice to Proceed and **BEFORE** September 15, 2023.

Notice to Proceed letter will be given at the Contractor’s discretion, limited as follows:

- **AFTER** the specified agreement, bonds and insurance have been provided and accepted by the City.

Progress payment for material and equipment shall conform to the requirements of Section 9-1.16C, “Materials On Hand,” of the State Standard Specifications and these Special Provisions.

The Contractor shall pay to the City of Santa Cruz the sum of **\$2,900 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, staging areas, job site management, temporary traffic control plan(s), inspections, permits, hours of work, 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.



## **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**

Throughout the construction period, 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 therefor 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 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 5.75 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.

### **5.031 DIFFERING SITE CONDITIONS**

The Contractor shall promptly notify the Engineer if she/he finds either of the following conditions:

1. Physical conditions differing materially from either of the following:
  - a. Contract documents
  - b. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

The Contractor shall include details explaining the information she/he relied on and the material differences she/he discovered. If the Contractor fails to promptly notify the Engineer, the Contractor waives the differing site condition claim for the period between her/his discovery of the differing site condition and her/his notification to the Engineer. If the Contractor disturbs the site after discovery and before the Engineer's investigation, the Contractor waives the differing site condition claim.

Upon the Contractor's notification, the Engineer investigates job site conditions and:

1. Notifies the Contractor whether to resume affected work
2. Decides whether the condition differs materially and is cause for and adjustment of time, payment, or both.

### **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**

Contractor will 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 and the results of that work by the Contractor, its/his agents, representatives, employees or subcontractors.

### **5.051 CERTIFICATE REQUIREMENTS**

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 333 Front Street., Suite 200, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the City, its officers, officials, employees, agents, and volunteers as additional insureds.

### **5.052 MINIMUM SCOPE AND LIMITS OF INSURANCE**

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The City will be entitled to coverage for the highest limits maintained by Consultant. Coverage will be at least as broad as:

- **COMMERCIAL GENERAL LIABILITY (CGL): \$2,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE**  
Proof of coverage for \$2 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be at least twice the required occurrence limit.
- **AUTOMOBILE LIABILITY:**  
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease.**  
The Worker's Compensation policy must be **endorsed** with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.

**(Not required if Consultant provides written verification it has no employees) - If Contractor has no employees, Contractor shall complete and sign a Workers' Compensation**

### Exemption Declaration and Release of Liability

- BUILDER’S RISK (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

### ***Builder’s Risk (Course of Construction) Insurance***

Contractor may submit evidence of Builder’s Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City’s site.

## **5.053 OTHER INSURANCE PROVISIONS**

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Santa Cruz requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**  
The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL, [Contractors Pollution Liability,] and automobile insurance (if transporting hazardous materials policy(ies) with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an **endorsement** to Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10 CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 (if a later edition is used).
- **PRIMARY COVERAGE**  
For any claims related to this Agreement, Consultant’s insurance coverage will be **primary** insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Consultant’s insurance and will not contribute with it.
- **NOTICE OF CANCELLATION**  
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.
- **WAIVER OF SUBROGATION**  
Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney’s fees under such insurance. Consultant agrees to obtain any endorsement

that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

#### 1. EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES

The excess/liability policies will provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must **follow form** the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

The policy regarding Limits of Insurance regarding Aggregates must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

- SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

- ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

- CLAIMS MADE POLICIES

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.

- VERIFICATION OF COVERAGE

Consultant will furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL, CPL, and automobile Policy(ies) listing all policy endorsements to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## **5.054 SUBCONTRACTORS**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

## **5.055 SPECIAL RISK/CIRCUMSTANCES**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and provide notice to Consultant.

### 2. Claims

- **Definition of “Claim”.**

All provisions of California Public Contract Code Section 9204 are incorporated into and form an integral part of the Contract Documents for this Project. The City and Contractor shall comply with California Public Contract Code Section 9204 when applicable.

As used herein, the term “Claim” means a separate written demand or assertion by Contractor sent by registered mail or certified mail, with return receipt requested, for one or more of the following arising out of or related to the Contract Documents or the performance of the Work: (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under the Contract; (B) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; (C) payment of an amount that is disputed by the City, as defined in Public Contract Code Section 9204(c).

A Claim does not include, and the procedures for processing of Contractor Claims do not apply to the following:

- Claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine (other than penalties for delay assessed by the City under the Contract).
- Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
- False claims liability under California Government Code Section 12650, et seq.
- Defects in the Work first discovered by City after final payment by City to Contractor.
- Claims respecting stop notices.
- The right of City to specific performance or injunctive relief to compel performance of any provision of the Contract Documents or for other City claims against the Contractor.

- **Time Period for Submission of Claim.**

If a Claim involves an adjustment to the Contract Sum or to the Contract Time due to Extra Work, then the Claim arises upon issuance of a decision denying, in whole or in part, Contractor’s Change Order Request. All other Claims arise when Contractor discovers, or should have discovered, the circumstances giving rise to the Claim (even if Contractor has not yet been damaged or delayed).

A Claim that does not involve an adjustment to the Contract Sum or Contract Time for Extra Work may be asserted if, and only if, Contractor gives written notice of intent to file the Claim to the City within five (5) calendar days of the date the Claim arises. A written notice of intent to file a Claim shall be valid if, and only if, it identifies the event or condition giving rise to the Claim, states its probable effect, if any, with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time, and complies with the requirements of Section 3(C), below.

All Claims and supporting documentation and certifications must be filed as soon as possible, but no later than thirty (30) calendar days after the Claim arises. No Claims shall be filed after the final payment has been issued unless otherwise permitted by law.

- **Reasonable Documentation.**

The Claim must include the following:

- A statement that it is a Claim and a request for a decision on the Claim;
- A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of Work effected and reasonable documentation to support the Claim;
- A certification, executed by each Subcontractor claiming not less than 5% of the total monetary amount sought by the Claim, that the Subcontractor's portion of the Claim is filed in good faith.
- If the Claim involves an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a Change Order Request was submitted in a timely manner as required by the Contract Documents. If the Claim does not involve an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a notice of intent to file the Claim was submitted in a timely manner as required by the Contract Documents.
- A detailed justification for any remedy or relief sought by the Claim, including, without limitation:
  - A detailed cost breakdown in the form required for submittal of Change Order Requests, including an estimate of the costs incurred or to be incurred. To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including, without limitation, payroll records, material and rental invoices, and the like) demonstrating that costs claimed have actually been incurred. To the extent costs have not yet been incurred at the time of Claim submittal, actual cost records must be submitted on a current basis not less than once a month during any periods costs are incurred.
  - Copies of actual job cost records demonstrating that the costs have been incurred.
  - If the Claim is based on an error, omission, conflict, or ambiguity in the Contract Documents: (1) a sworn statement by Contractor and any Subcontractors or Sub-subcontractors involved in the Claim, to the effect that the error, omission, conflict, or ambiguity was not discovered prior to submission of the Bid, or (2) if not discovered, a statement demonstrating that the error, omission, conflict, or ambiguity could not have been discovered by Contractor, its Subcontractors or Sub-subcontractors in exercise of the degree of care required of them under the Contract Documents for review of the Bid Documents prior to submission of the Bid.

- If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents pertaining to proving the right to an extension of time and demonstrating that Contractor is entitled to an extension of time under the Contract Documents.
- A written certification signed by a responsible managing officer of Contractor’s organization, who has the authority to sign subcontracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

“I hereby certify under penalty of perjury under the laws of the State of California that I am a managing officer of (Contractor’s name) and that I have reviewed the Claim presented herewith on Contractor’s behalf and/or on behalf of (Subcontractor's/Sub-subcontractor’s name(s)) and that the following statements are true and correct.

- The facts alleged in or that form the basis for the Claim are true and accurate.
- The Claim is submitted in good faith.
- The Change Order Request was timely submitted, as required by the Contract Documents.
- Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading.
- Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the Losses or damages suffered by Contractor and/or such Subcontractor or Sub-subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim.
- Contractor has, with respect to any request for extension of time or claim of Delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and /or such Subcontractor or Sub-subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and.
- Contractor has not received payment from City for, nor has Contractor previously released City from, any portion of the Claim.

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Date: \_\_\_\_\_

- **Assertion of Claims.**



3. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow, or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue to make payments as required by the Contract Documents.
4. All Claims and supporting documentation must be sent to the City by registered mail or certified mail with return receipt requested.
5. Strict compliance with these requirements is conditions precedent to Contractor's right to an informal conference to meet and confer to resolve a Claim, mediate a Claim, or arbitrate or litigate a Claim. The failure of Contractor to strictly comply with the requirements of this Section constitutes a failure by Contractor to exhaust its administrative remedies with the City, thereby denying any court or arbitration panel of jurisdiction to adjudicate the Claim.
6. There shall be no waiver of any of the rights set forth in California Public Contract Code Section 9204; provided, however, that (i) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (ii) the City may prescribe reasonable Change Order, Claim, and Dispute Resolution Procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise the timeframes and procedures set forth in Public Contract Code Section 9204.
7. The City's right to commence the Contract dispute resolution process shall arise at any time following the City's actual discovery of the circumstances giving rise to the dispute. Nothing herein shall preclude the City from asserting disputes in response to a Claim asserted by Contractor.

- **Decision of City on Claims.**

1. Pursuant to Public Contracting Code section 9204(d), upon receipt of a Claim, the City shall conduct a reasonable review of the claim and, within 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of the Claim, the Owner's Representative, City, and Contractor may, by mutual agreement, extend the time period provided in this Section. If City determines that additional supporting data are necessary to fully evaluate a Claim, City will request such additional supporting data in writing. Such data shall be furnished by Contractor to City no later than 10 days after the date of such request. Any payment due to Contractor by City on an undisputed portion of the Claim shall be processed and made within 60 days after the written statement is issued.
2. If the City needs approval from its governing body to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the forty-five (45) day period, or extension, expires

to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3. Failure by the City to respond to a Claim from Contractor within the time periods described in this Section 3 and California Public Contract Code Section 9204 or to otherwise meet the time requirements shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the City's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Article 4.2 and California Public Contract Code Section 9204, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
4. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement.
5. Amounts not paid in a timely manner as required by this Section shall bear interest at 7 percent per annum, pursuant to Public Contracting Code section 9204(d)(4).
6. If a subcontractor or a lower tier subcontractor lacks standing to assert a Claim against the City because privity of contract does not exist, the Contractor may present to the City a Claim on behalf of a subcontractor or a lower tier subcontractor. A subcontractor may request in writing, either on its own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which has been performed by the subcontractor or lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting the Claim be presented to the City shall furnish reasonable documentation supporting the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the City and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

- **Meet and Confer Conference.**

If the Contractor disputes the City's written response, or if the City fails to respond to a Claim issued pursuant to Section 3(E) within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issue in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- **Mediation.**

- 1) Within ten (10) business days following the conclusion of the meet and confer conference, specified in Section 3(F), if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its

respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

- 2) For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation, or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- 3) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

- **Arbitration and Litigation.**

- In the event mediation does not resolve the parties' dispute, the parties shall comply with the Arbitration provisions set forth in Public Contract Code Sections 10240 – 1024.13.
- Unless the City and Contractor otherwise agree in writing, the arbitration decision shall be binding upon the parties, made under and in accordance with the laws of the State of California, supported by substantial evidence, and in writing. If the total of all Claims or cross Claims submitted to arbitration is in excess of \$50,000, the award shall contain the basis for the decision, findings of fact, and conclusions of law. Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296. The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.
- The City may, but is not required, to assert as a counterclaim any matter arising out of the claims asserted by Contractor in the arbitration. City's failure to assert any such counterclaim in an arbitration shall be without prejudice to the City's right to assert the counterclaim in litigation or other proceeding.
- Any litigation shall be filed in the Superior Court of the State of California for the County of Santa Cruz.

- **Waiver.**

A waiver of or failure by the City to enforce any requirement in this Section 3 in connection with any Claim shall not constitute a waiver of and shall not preclude the City from enforcing such requirements in connection with any other Claims.

The Contractor agrees and understands that no oral approval, either express or implied, of any Claim shall be binding upon the City unless and until such approval is ratified by execution of a written Change Order.

### **5.06 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.

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

Finished work in all cases shall conform to 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.

### **5.08 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.

### **5.09 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 City Engineer or his/her designated appointee shall review and approve prior to construction, including survey staking for traffic islands. The Contractor shall also be responsible for removal of any temporary survey markers at the conclusion of the project.

## **5.10 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.

## **5.11 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.

## **5.12 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.

### **5.13 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.

### **5.14 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.

### **5.15 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.

#### **5.16 FINAL INSPECTION**

When the work authorized by the Contract has been completed, the Engineer will make the final inspection.

#### **5.17 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.

#### **5.18 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.

#### **5.19 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 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.

## **5.20 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 2018, Section 1 to Section 99 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.

## **5.21 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.

## **5.22 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.

## **5.23 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 7-1.02I(2), "Nondiscrimination," of the State 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.

**5.24 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.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

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.

**5.25 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.

### **5.26 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.

### **5.27 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.

### **5.28 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 un-copyrighted 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.

### **5.29 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.

### **5.30 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.

### **5.31 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.

### **5.32 EXPLOSIVES**

Explosives are not permitted.

### **5.33 FIRES**

Fires are not permitted.

### **5.34 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.

### **5.35 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.

### **5.36 PUBLIC CONVENIENCE**

Contractor's attention is directed to Section 7-1.03, "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 two-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 87-21.03B 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.

### **5.37 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 5.77.

### **5.38 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.

### **5.39 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.

### **5.40 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 5.77.

### **5.41 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.

### **5.42 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.

### **5.43 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.

### **5.44 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.

#### **5.45 SUBCONTRACTING**

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," and these Special Provisions.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code §4110. The city of Santa Cruz may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 50 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

#### **5.46 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

The agency shall hold 5% 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.

#### **5.47 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.

#### **5.48 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.

#### **5.49 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.

#### **5.50 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.

#### **5.51 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 72 hours in advance.

#### **5.52 WORK PROGRESS SCHEDULE**

The Contractor shall, prior to beginning work, submit to the Engineer for review and approval a practicable work schedule through completion as specified in these Special Provisions. The Engineer shall have review authority over said schedule.

#### **5.53 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.

#### **5.54 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.

#### **5.55 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.

#### **5.56 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.

#### **5.57 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.

#### **5.58 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.

#### **5.59 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.

#### **5.60 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.

## **5.61 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.

## **5.62 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.

### **5.63 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 has approval of the owner for such a connection.

### **5.64 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.

### **5.65 WEEKEND, HOLIDAY, AND NIGHT WORK**

No work shall be done between the hours of 4 PM and 8 AM, nor on Sundays or legal holidays except with the written permission of the Director of Public Works, 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 48 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.

### **5.66 WORK TO BE DONE WITHOUT DIRECT PAYMENT**

Whenever it is specified that the Contractor is to do work or furnish materials of any class for which no price is fixed in the Proposal, it shall be understood that he/she is to do such work or furnish such materials without extra charge or allowance or direct payment of any kind. The cost of doing such work or furnishing such materials is to be included in the price bid for such other items of work as he/she may consider appropriate, unless it is expressly specified in the Special Provisions that such work or materials is to be paid for as extra work.

## **5.67 MEASUREMENT OF QUANTITIES**

Payment for all work bid at a price per unit of measurement will be based upon the actual quantities of work as measured upon completion. The City does not expressly or by implication agree that the actual amount of work or materials of any class will correspond to the estimated quantities given in the Proposal. The Contractor shall make no claim for anticipated profits, for loss of profit, for damages, or for any extra payment whatever because of any difference between the amount of work actually done or materials furnished and the estimated amount.

Items bid on a “Lump Sum” or “Job” basis shall result in a complete structure, operating plant, or system in satisfactory working condition in respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied.

## **5.68 CHANGE ORDERS**

When alterations in quantities of work for which unit prices are shown in the Proposal are ordered and performed, the adjustment in the Contract amount shall be determined on the basis of such unit prices for the actual quantities of work done.

Adjustments, if any, in the amount to be paid the Contractor by reason of any other modifications of the work as set forth in a Contract Change Order, shall be determined by one or more of the following methods:

- a. Lump Sum Price. By an acceptable lump-sum Proposal from the Contractor.
- b. Unit Prices. By unit prices fixed by agreement between the City and the Contractor.
- c. Force Account. By ordering the Contractor to proceed with the work and to keep and present in such form as the Engineer may order, a correct account of the cost of the change, together with all vouchers therefor.

## **5.69 FORCE ACCOUNT WORK**

Shall comply with the provisions in Section 9-1.04, “Force Account,” of the State Standard Specifications.

## **5.70 DEDUCTIONS FROM PAYMENTS**

The City, by and through the City Council, may at its option and at any time, retain out of any amounts due the Contractor, sums sufficient to cover claims filed pursuant to Section 1181 et seq., of the code of Civil Procedure.

## **5.71 PARTIAL PAYMENT**

At monthly intervals, as fixed by the City, the Contractor will prepare an estimate in writing of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used, to the time of such estimate, and the value thereof. Acceptable materials shall be those materials which will become a part of the finished construction work. The basis for

partial payments of lump sum or other unit Contract items will be determined by agreement between the Director and the Contractor. The City shall retain 10 percent of such estimated value of work done and 20 percent of the value of the materials so estimated to have been furnished and delivered and unused as aforesaid and shall pay at the established monthly intervals to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract. However, at any time after 50 percent of the work has been completed, if the City finds that satisfactory progress is being made, the City may make any of the remaining progress payments in full for actual work completed, or may withhold any amount up to 5 percent thereof, as the City may find appropriate based on the Contractor's progress. No such estimate or payment shall be required to be made when, in the judgment of the Director, the work is not proceeding in accordance with the provisions of the Contract, or when, in his/her judgment, the total value of the work done since the last estimate amounts to less than \$500. No such estimate or payment shall be considered to be an acceptance of any defective work or improper materials. All progress estimates and payments shall be subject to correction in the final estimate.

### **5.72 FINAL PAYMENT**

As soon as practicable after completion of the work, the Engineer will prepare in writing and furnish to the Contractor the final estimate of the quantities of work done and all payments due under the Contract, which estimate will show deductions for prior payments and any other amounts to be retained under Section 5.77. The amount 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.

### **5.73 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.

### **5.74 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.

### **5.75 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.

### **5.76 BUY AMERICA REQUIREMENTS**

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

**SECTION 6 – BLANK**

**SECTION 7 – BLANK**



## **SECTION 8 – CONTROL OF MATERIALS AND INSTALLED EQUIPMENT**

### **8.01 QUALITY ASSURANCE PROGRAM (QAP)**

The City of Santa Cruz uses a Quality Assurance Program (QAP)<sup>2</sup> to ensure materials are produced to comply with the Contract. The requirements of “CONTROL OF MATERIALS AND INSTALLED EQUIPMENT” shall be in accordance to the City of Santa Cruz QAP unless otherwise specified in the contract specifications.

Schedule work to allow time for QAP.

### **8.02 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.

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 5.80. 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.

### **8.03 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

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<sup>2</sup> The City’s Quality Assurance Program is located via the City Website at:  
<https://www.cityofsantacruz.com/home/showpublisheddocument/90754/637989231343969501>

prescribed for working drawings in Section 5.10. 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.

#### **8.04 STORAGE OF MATERIALS AND EQUIPMENT**

Materials and equipment shall be stored in a staging area provided by the City of Santa Cruz within a City-owned lot or facility 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. If a staging area is not within a City-owned lot or facility, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

#### **8.05 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.

#### **8.06 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.

### **8.07 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 City of Santa Cruz Quality Assurance Program (QAP).

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.

#### **8.071 FREQUENCY**

Sample locations and frequencies may be in accordance with the contract specifications. If not specified in the contract specifications, samples shall be taken at the locations and frequencies specified in Attachment 1 (Frequency Tables) of the City of Santa Cruz Quality Assurance Program (QAP).

Relatively minor quantities of construction materials may be accepted without testing provided acceptance conforms to the conditions stated below (generally, this provides for accepting minor quantities of materials from a commercial source that is known to be a supplier of specification material):

- 5 The Engineer, on the basis of a visual examination, may accept minor quantities of materials without testing provided the source of the supplies has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
- 6 Acceptance of a product may be established on the basis of certification by the manufacturer or supplier that the material furnished complies with all specification requirements.

Materials may be tested at any time during progress of the work at the Engineer’s discretion.

#### **8.072 CERTIFICATES OF COMPLIANCE**

The following is a list of materials that can be typically accepted on the basis of certificates of compliance during construction. Certificates shall conform to the requirements of the State Standard Specifications and these contract specifications and shall include, at a minimum:

- **Project name and contract number**
- **Manufacturer’s signature**
- **Lot number matching material delivered**

- **Statement that the material complies with this project’s contract specifications**

Construction Materials Typically Accepted by Certificate of Compliance\*:

Aggregate Base	Portland Cement Concrete Mix	Asphalt Concrete
Truncated Warning Surfaces	Thermoplastic Striping	Striping Paint
Glass Beads	Asphalt Binder	Metal Poles

\*this list is **not** inclusive of all materials that may be accepted by a Certificate of Compliance for this project.

**8.08 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 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 installing concrete curbs, gutters, curb ramps, roadway signs, striping and pavement markings. All other work not mentioned above that is required by the plans, City Standard Specifications, State Standard Specifications and the Special Provisions shall be performed, placed, constructed or installed.

## SECTION 10 – TECHNICAL SPECIAL PROVISIONS

### 10.01 MOBILIZATION

#### A DESCRIPTION

Mobilization shall conform to the requirements of Section 9-1.16D “Mobilization” of the State Standard Specifications.

#### B MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements for “Mobilization” shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

The contract **LUMP SUM** bid price paid for “MOBILIZATION” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the mobilization as specified herein. Partial payments shall be in accordance with Section 9-1.16D of the State Standard Specifications.

## **10.02 TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS**

### **A MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," 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 7-1.04.

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 (See attachment – Community Traffic Safety Coalition, Recommended Guidelines to protect the Safety of Bicycle, Pedestrians and Disabled Travelers during Road Construction).

The Contractor shall comply with the current State of California, Department of Transportation Manual on Uniform Traffic Control Devices (CA MUTCD) 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 at all times, day and night, 7 days a week.

During construction operations, the Contractor shall also meet the following conditions:

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 business 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 equal 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. The Contractor shall remove temporary delineation immediately after just before permanent striping is installed. Removal includes, but is not limited to blacking out all cat-tracking revisions for traffic lines and pavement markings.

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. **If a bus stop requires relocation, the Contractor shall coordinate with Santa Cruz Metro.**
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 prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

## **B TRAFFIC CONTROL SYSTEM**

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:

1. Show work zones and buffer zones, including width and length of excavation. Identify equipment and material staging area. NOTE: The buffer zone shall not be used for work activity, or the storage of equipment, vehicles, or materials. The buffer zone is an area used to provide recovery space for an errant vehicle. See Table 6C-2 in the CA MUTCD.
2. Show dimensions of traffic lanes, bicycle lanes and sidewalk affected by traffic control.
3. Indicate the type of signs used in accordance with CA MUTCD and the distances between advance warning signs as appropriate for the work being done. Show location and orientation of signs. See figures 6C-1 and 6H-1 through 6H-105 in the CA MUTCD.
4. Indicate type and size of channelizing devices and the typical distance between each device. See figure 6F-7 in the CA MUTCD.
5. Show length of taper (L) and width of offset and other tapers used, i.e. shifting taper, shoulder taper, etc. **At the beginning of a lane shift, place horizontal arrow sign on top of the channelizing device to indicate direction of shift.** See Table 6C-3(CA) and Table 6C-4 in the CA MUTCD.



6. Identify side streets and driveways affected by construction and show how they will be handled.
7. Show how pedestrian and bicycle traffic will be handled through the construction site during all hours including pavement planning/edge grinding operations. Contractor shall include BIKES MAY USE FULL LANE (R4-11) and SIDEWALK CLOSED AHEAD, CROSS HERE (R9-11) signage.

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, "Temporary Traffic Control," of the State Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" elsewhere in these Special Provisions and these Special Provisions.

Daytime lane closures shall not commence before 8:00 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 7-1.03 "Public Convenience" and Section 7-1.04 "Public Safety" of the State Standard Specifications. All lanes shall be open at 4:00 p.m. The contractor shall also limit edge grinding, pavement planning 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 7-1.04, "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.

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.

## **C MEASUREMENT AND PAYMENT**

The contract **LUMP SUM** bid price paid for "TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS" 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.

## **10.03 CONTROL OF WORK**

### **A DESCRIPTION**

Control of work shall conform to the requirements of Section 5 “Control of Work” of the State Standard Specifications and these Special Provisions.

### **B TRENCH AND EXCAVATION SAFETY PROTECTION SYSTEM**

Attention is directed to Sections 7-1.02k(6)(b), "Excavation Safety," of the State Standard Specifications and these Special Provisions.

The walls and faces of all excavations for trenches 5 feet or more in depth in which employees shall enter shall be effectively guarded by a shoring system, sloping of the ground, or other equivalent means. Excavations and trenches less than 5 feet in depth shall also be guarded when examinations indicate hazardous ground movement may be expected.

If a shoring system is necessary, the CONTRACTOR shall submit a shoring/bracing plan for City’s Review and approval.

Approval by the Engineer of the shoring drawings or shoring inspection performed by the Engineer will in no way relieve the CONTRACTOR of full responsibility for adequacy of the shoring.

If construction is taking place in a public area, the CONTRACTOR shall take all necessary precautions to protect the public from the hazards of open excavation. Trenches shall be covered at night, on weekends, and during non-working hours.

### **C SURVEYS AND GRADES**

The Engineer shall establish permanent type reference monuments or posts for the horizontal alignment and vertical control of the work. The CONTRACTOR shall provide a Professional Land Surveyor or Civil Engineer licensed in the State of California to perform said services to provide all temporary stakes for horizontal and vertical alignment sufficient for construction of the project. The CONTRACTOR is charged with the responsibility of adequately protecting said stakes and monuments.

### **D MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “TRENCH AND EXCAVATION SAFETY PROTECTION SYSTEM” (shoring) including the preparation of plans, furnishing all labor, materials, tools, equipment, incidentals shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made there for, unless otherwise specified.

Full compensation for conforming to the provisions other than Trench and Excavation Safety Protection System herein shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made there for, unless otherwise specified.

## 10.04 EXISTING HIGHWAY FACILITIES

### A GENERAL

Attention is directed to Section 15, "Existing Facilities," of the State Standard Specifications.

The work shall consist of removing, abandoning, relocating or protecting existing facilities, which interfere with construction. Removed facilities shall be disposed of, salvaged or relocated as specified in these Special Provisions, as shown on the Plans, or as directed by the Engineer.

Trenches, holes, depressions and pits caused by the removal of highway facilities shall be backfilled with materials as provided in Section 19 "Earthwork". Native material excavated for the purposes of removal of existing pipe shall be removed and disposed offsite. Such trenches, holes, depressions, and pits that are in surfaced areas, otherwise to remain undisturbed, shall be backfilled with selected material.

Material shown on the plans or designated in these Special Provisions which is to be salvaged or used in the reconstructed work and which has been damaged or destroyed as a result of the CONTRACTOR's operations, shall be repaired or replaced by the CONTRACTOR, at his expense.

Payment for the relocation or removal of miscellaneous items shall be included in various bid items and no additional compensation will be considered.

### B UTILITIES

#### GENERAL

Utilities include but are not limited to telephone, electricity, gas, cable and, storm drain.

#### UTILITY CONSTRUCTION SCHEDULING

Scheduling and coordination of construction with the respective utilities is the responsibility of the CONTRACTOR. Concurrent utility construction shall be verified with the respective utility companies. Payment for construction of these utility lines shall be the responsibility of the respective utility companies unless identified as work items in the bid schedule. Utilities involved in the work and their contact person are listed below:

UTILITIES	TELEPHONE	TYPE OF UTILITY
AT&T 515 Chappell Road Watsonville, CA 95076 Terry Hamlin	831-728-3641	Communication
Comcast 106 Whispering Pines Drive Scotts Valley, CA 95066 Mr. Mark Giblin	831-440-4023	Cable

PG&E 615 Seventh Avenue Santa Cruz, CA 95062 Ms. Patricia Gomez	831-479-3015	Power & Gas
City of Santa Cruz 809 Center Street Santa Cruz, CA 95060 Ms. Katie Stewart	831-420-5442	Storm Drain, Sewer
City of Santa Cruz 212 Locust Street, Suite A-D Santa Cruz, CA 95060 Mr. Doug Valby	831-420-5212	Water

## EXISTING UTILITIES

Existing utilities are located within the limits of work. The CONTRACTOR shall confirm locations of all utilities and protect them in place.

The Agency has endeavored to locate and show on the plans the approximate locations of all private and public utilities and facilities to be encountered during construction. However, it is possible that, during the work, unknown substructures requiring relocation or protection may be encountered. Such unknown substructures will generally fall into two classes:

Class I - Those requiring relocation or protection at the expense of the utility owners.

Class II - Those requiring relocation or protection at the expense of the City.

For Class I utilities, the CONTRACTOR shall provide time and working space for protection or relocation activities.

For Class II utilities, the City will make arrangements for the protection or relocation by the Utility Owner or by the CONTRACTOR or by others.

The CONTRACTOR shall protect facilities shown on the plans, "To Be Relocated By Others," in both original and relocated positions and any damage to such facilities shall be immediately repaired to the utility owner's satisfaction at no cost to the City.

Prior to the commencement of work, the CONTRACTOR shall verify the location and depth of all utilities, including service laterals and service connections, which have been indicated on the plans or marked by the respective utility owners and which may affect or be affected by its operations.

All utilities designated on the plans to be protected in place shall be carefully uncovered if located within the lines of excavation. In the event a utility conflict exists, the City will either arrange for utility owner to relocate the utility or adjust grade and/or alignment of the proposed improvement. In the event any such facility should be disturbed or damaged, the CONTRACTOR shall at once make repairs to the satisfaction of the utility owner, or arrange with the utility owner to make repairs,

at no cost to the City. Any delays or reconstruction of improvements resulting from the CONTRACTOR's failure to verify

Utility locations and depths shall be made at the CONTRACTOR's expense.

If the CONTRACTOR wishes to have any of the following utilities located, he must contact the responsible Agency at least two working days prior to construction in the immediate vicinity of the utility.

The CONTRACTOR's attention is directed to the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the CONTRACTOR with the locations of their substructures in the construction area when the CONTRACTOR gives at least two working days' notice to the Underground Service Alert by calling 1-800-422-4133.

### **UTILITY VERIFICATION / COORDINATION**

The CONTRACTOR shall arrange for and conduct a preconstruction meeting between the CONTRACTOR, the Engineer, and the Utility Companies to discuss scheduling coordination of any required utility relocations, and the protection of existing utilities.

The CONTRACTOR shall attend any preconstruction meeting scheduled by the City and shall cooperate with all utility owners performing utility relocation or installation work on the work site.

The CONTRACTOR shall conduct any other exploratory excavations as necessary, in order to perform his work and no additional compensation will be allowed.

### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "UTILITIES" including verification of utility location and depth and all utility coordination shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## **C POTHOLING**

### **DESCRIPTION**

Designated utilities will be exposed using vacuum excavation. Locations and utilities to be determined jointly by Contractor and City. Excavated material will be removed from the site and will be backfilled with Class 2 AB, compacted and the surface cold asphalted where applicable. The Contractor will provide all special equipment, skilled personnel and supplies necessary to perform designation and utility location services utilizing air/vacuum, dust controlled soil extraction method.

The Contractor shall;

- a) Comply with all applicable subsurface utility damage prevention laws, including pre-marking prospective work areas and notify USA 48 hours,
- b) Provide traffic control, including materials, labor and equipment, in accordance with the requirements of the City of Santa Cruz,
- c) Neatly cut and remove existing pavement, generally 12" square for depth to 5 feet,

- d) Remove the soil above the utility using vacuum excavation and compressed air to loosen the material, In order to safely expose the top of the utility,
- e) Measure to 1/10 of one foot to the top of the utility from original ground surface,
- f) Backfill and compact with Class AB and re-surface with cold asphalt in paved areas,
- g) Furnish and install PK nails and/or high visibility “whiskers” or stakes directly above the center-line of the utility,
- h) Provide a table that indicates the utility reference number, description of the utility including size and material where ascertainable and depth to top of the utility.

The Contractor shall survey the elevation of the finish surface at the PK nail and calculate the top of utility elevation of the respective utility.

The Contractor shall present table to the City and coordinate any adjustment with structural section of the pavement and/or the depth of scarification as necessary to complete the project.

## **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “POTHOLING” including furnishing all labor, materials, equipment, tools, and incidentals shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## **D REMOVE MISCELLANEOUS CONCRETE AND ASPHALT CONCRETE PAVEMENT**

### **DESCRIPTION**

Work shall consist of the removal and disposal of existing Portland cement concrete (reinforced and unreinforced) and asphalt concrete pavement interfering with the work as described in the plans and as directed by the Engineer. Removals shall include but not be limited to:

Curb & Gutter / Sidewalks / Ramps / Extruded Curbs / Roadway (Concrete and Asphalt Concrete)

Contractor shall meet with the Engineer onsite prior to marking any saw cut limits. Saw cut limits must be approved by the Engineer prior to any saw cutting work being performed. If additional saw cutting is required to meet the intent of the project plans and a specifications, including ADA slopes and extended conforms, it shall come at no extra cost to the City and the Contractor shall be responsible to maintain construction schedule. Removed facilities shall be disposed outside of the Highway Right-of-Way.

### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of Remove Miscellaneous Concrete and Asphalt Concrete Pavement include: (1) Sawcutting and removal, (2) Disposal offsite (3) Backfilling and compacting depressions with select material and (4) Furnishing all labor, materials, tools, equipment, grading and incidentals necessary for doing the work shall be considered as included in the contract **LUMP SUM** bid price for “DEMOLITION AND REMOVAL” and no additional compensation will be allowed therefore.

## **10.05 WATER POLLUTION CONTROL**

### **A DESCRIPTION**

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," 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 Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, 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.

As part of the permitting process, the CONTRACTOR shall administer a Water Pollution Control Plan (WPCP). Any additional work required for compliance with the requirements of the Storm Water Permit shall be performed by the CONTRACTOR and full compensation for conforming to these Special Provisions shall be considered as included in the various items of work involved and no additional compensation will be allowed therefore.

The CONTRACTOR shall prepare and submit a WPCP for review and approval to the City of Santa Cruz prior to being paid the first monthly progress payment. The WPCP shall be prepared by a Qualified SWPPP Practitioner. The CONTRACTOR shall not commence construction activity until the WPCP has been submitted and accepted by the City.

The CONTRACTOR is notified that the WPCP must be amended from time to time during construction to reflect actual construction practices.

The total price bid for completing and administering the WPCP shall include the cost of all documentation and administration for the entire contract period. The CONTRACTOR is totally responsible for the administration of the WPCP and WATER POLLUTION CONTROL work for the duration of this contract. Should the site be visited by inspectors from the Regional Water Quality Control Board, the CONTRACTOR shall pay all fines, if levied by the Board, and shall make all corrections to the site as deemed necessary by the Board and no additional compensation will be allowed.

The WPCP document shall not be construed to be a waiver of the CONTRACTOR's obligation to review and understand the State General Construction Activity Storm Water Permit before submitting a bid. By submitting a bid, the CONTRACTOR acknowledges satisfaction as to the requirements of the State General Construction Activity Storm Water Permit.



## **B MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “WATER POLLUTION CONTROL” and performing all water pollution control work shall be considered as included in the contract **LUMP SUM** bid price for “STORM WATER POLLUTION PREVENTION PLAN (SWPPP)” and no additional compensation will be allowed therefore.

## **10.06 BEST MANAGEMENT PRACTICE**

### **A DESCRIPTION**

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.

### **B MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "BEST MANAGEMENT PRACTICE" including furnishing all labor, materials, equipment, tools and all incidentals shall be included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## **10.07 DUST CONTROL**

### **A DESCRIPTION**

Dust Control shall conform to the requirements in Section 10-5, "Dust Control," of the State Standard Specifications and these Special Provisions.

During the progress of work, the CONTRACTOR shall keep the entire job site free of dust. The CONTRACTOR shall remove spillage resulting from hauling operations along or across existing streets, roads, paths, or access routes immediately. All gutters shall be kept clear and free of obstructions. Any deviation from this practice must have the written approval from the Engineer.

The CONTRACTOR shall govern his operation and construction methods at all times so as to prevent any dust problems within the area of work, along haul routes or along adjacent properties, and shall provide water wagons, water, labor or any material or equipment required to provide adequate control of dust to the satisfaction of the City.

Dust problem is defined as any visible airborne particles within the project site, private property adjacent to the project site, and project haul routes that are a result of the CONTRACTOR's activities.

When airborne particles are visible and the City orders a dust control application, such work shall be performed immediately, or as directed by the City. If the dust application is not performed when requested by the City, City forces will do the work and the costs will be deducted from the CONTRACTOR's payment from any monies due to the CONTRACTOR.

Street sweepers with dust control systems will be allowed as an alternative for dust control on paved approaches to the project. Power brooms or other similar devices without dust control systems will not be allowed.

Any damage resulting from dust caused by the CONTRACTOR's activities shall be the complete and sole responsibility of the CONTRACTOR.

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.

### **B MEASUREMENT AND PAYMENT**

Full compensation for "DUST CONTROL" shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## **10.08 CONSTRUCTION SURVEYING BY THE CONTRACTOR**

### **A DESCRIPTION**

The Contractor shall perform all surveying and staking essential for the completion of the project in conformance with the plans and specifications, and shall perform all the necessary calculations required to accomplish the work.

The City will provide a Bench Mark and sufficient centerline points or references thereto, at the beginning of the project, to enable the establishment of the planned elevations and centerline by the Contractor.

### **B MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “CONSTRUCTION SURVEYING BY THE CONTRACTOR” include furnishing all necessary personnel, equipment, transportation, and supplies to accomplish the work and shall be considered as included in the contract **LUMP SUM** bid price for “CONSTRUCTION SURVEYING BY THE CONTRACTOR” and no additional compensation will be allowed therefore.

## 10.09 CLEARING AND GRUBBING

### A DESCRIPTION

Clearing and grubbing shall conform to the requirements in Section 17-2, "Clearing and Grubbing," of the State Standard Specifications and these Special Provisions.

All trees shall be preserved unless otherwise designated on the plans or marked for removal. The CONTRACTOR shall endeavor to protect those trees located within the construction easement from damage during the construction of new improvements. At a minimum, trees will require the installation of tree protection fencing during construction.

Tree trimming will be required only where it is necessary to clear construction equipment unless otherwise shown on the plans. All tree roots must be cut neat.

If tree roots greater than 2 inches in diameter that interfere with construction are encountered, the City Forester shall be called prior to cutting. **Where required or called out on the plans, stump grinding and/or cutting shall be done at a depth not to harm the remaining tree portions and shall be performed under the guidance of the City Forester, Leslie Keedy – (831) 420-5246.**

Prior to clearing and grubbing the CONTRACTOR shall locate, disconnect, relocate, and/or cap any existing irrigation system which will interfere with the construction. Contractor shall restore irrigation system after work is complete.

Any interference and/or damage to existing irrigation systems shall be repaired at the CONTRACTOR'S expense.

Miscellaneous items of work not specifically included in other contract bid items shall be considered as included in the lump sum price bid for "CLEARING AND GRUBBING." Such items include, but are not limited to, minor demolitions, removals, relocations or abandonments as delineated on the plans or as directed by the Engineer in the field.

Burning will not be allowed.

All work performed must be approved by the City Forester, Leslie Keedy, (831) 420-5246.

### B MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "CLEARING AND GRUBBING" include furnishing all necessary personnel, equipment, transportation, and supplies to accomplish the work and shall be considered as included in the contract **LUMP SUM** bid price for "CLEARING AND GRUBBING" and no additional compensation will be allowed therefore.

## **10.10 EARTHWORK**

### **A GENERAL**

Earthwork shall conform to the requirements in Section 19, "Earthwork," of the State Standard Specifications and these Special Provisions.

The requirement of the second paragraph of Section 19-5.03B, "Relative Compaction (95 percent)," of the State Standard Specifications, will be required only in the uppermost 6 inches of the subgrade.

In lieu of the tolerance specified in Section 19-1.03C, "Grade Tolerance," of the State Standard Specifications, the surface of the grading plane shall not be more than 0.05 foot above or 0.1 foot below the grade established by the Engineer.

Earthwork required for this project including all excavation of road base, all miscellaneous grading, and slopes shall be included in the contract unit bid price per square yard for "SUBGRADE PREPARATION" and no additional compensation will be allowed.

### **B SUBGRADE PREPARATION**

Upon removal of the existing improvements and the existing asphalt, and prior to subgrade excavation, the Contractor is to pothole the existing utility lines and adjust scarification requirements of the subgrade, if necessary, to protect existing utilities.

The Contractor shall compact the subgrade in accordance with the plans and the Special Provisions. At the discretion of the Engineer, he/she shall determine and coordinate the locations and frequencies of independent compaction testing of subgrades prior to construction. The subgrade shall be prepared in conformance to Section 19-5 "Compaction" of the State Standard Specifications.

The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of not less than ninety-five (95) percent for a depth of 6-inches below the top subgrade.

If unsuitable subgrade soils are discovered by the Engineer, they shall be removed and replaced in accordance with the plans, Special Provisions, and as directed by the Engineer.

### **C STRUCTURE EXCAVATION & BACKFILL**

Structure excavation and backfill shall conform to the requirements in Section 19-3, "Structure Excavation and Backfill," of the Standard Specifications, these Special Provisions and the "Pipe Trench Detail" of the City of Santa Cruz.

All references to culvert or pipe excavation and culvert or pipe backfill on the plans shall be deemed to mean structure excavation and structure backfill, respectively, in the Standard Specifications and these Special Provisions.

Structure Backfill which is outside of the paved portions of the roadway, unless otherwise specified on the plans, shall be native material selected for its resistance to erosion.

Compaction Requirements: Structure backfill shall be compacted to 95% relative compaction.

Ponding and jetting will not be permitted.

No measurement and payment will be made for structural excavation and backfill for storm drain pipes, culverts, and retaining walls in the roadway, but shall be included in the various bid items and no additional compensation will be allowed.

**D MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “EARTHWORK” including furnishing all labor, materials, tools, equipment and incidentals shall be included in the contract unit bid price per **SQUARE YARD** for “SUBGRADE PREPARATION” and no additional compensation will be allowed.

## **10.11 AGGREGATE BASE**

### **A DESCRIPTION**

Aggregate base shall conform to the requirements in Section 26, "Aggregate Bases," of the State Standard Specifications and these Special Provisions.

Aggregate Base shall be Class 2.

The combined aggregate shall conform to the grading specified for the 3/4-inch maximum aggregate.

The Contractor shall provide a Certificate of Compliance for each material delivery in accordance with Section 6, "Control of Materials," of the State Standard Specifications.

### **B MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "AGGREGATE BASE" including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid price per **TON** for "CLASS 2 AGGREGATE BASE" and no additional compensation will be allowed.



## 10.12 ASPHALT CONCRETE

### A DESCRIPTION

Asphalt concrete for street and parking lot shall be **Type A**, and shall conform to the provisions in Section 39, "Asphalt Concrete," of the State Standard Specifications, Section 12, "Construction of Streets" of the City Standard Specifications and these Special Provisions. Asphalt shall be **AR 8000** paving asphalt.

Type A asphalt concrete for roadway surfacing and base repair shall be plant mixed surfacing and shall be used with a maximum aggregate size of  $\frac{3}{4}$  **inch**. The maximum aggregate size for the asphalt concrete top course shall be  $\frac{1}{2}$  **inch**.

Placement of asphalt concrete shall conform to Section 39-1.02B, "Materials" and 39-2.01C(2) "Spreading and Compacting Equipment", of the State Standard Specifications. The subgrade shall be prepared in conformance with Section 12.04, "Preparation of Subgrade" of the City Standard Specifications.

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.

The Contractor shall provide a Certificate of Compliance for each material delivery in accordance with Section 6, "Control of Materials," of the State Standard Specifications. 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.

### B MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "ASPHALT CONCRETE" including furnishing all labor, materials, equipment, tools and incidentals and doing all work involved with placing asphalt concrete shall be included in the contract unit bid price per **TON** for "ASPHALT CONCRETE (TYPE A)" and no additional compensation will be allowed.

## **10.13 MISCELLANEOUS CONCRETE**

### **A DESCRIPTION**

Concrete curbs, gutters, curb ramps, sidewalks, retaining curbs, roadway and other miscellaneous concrete items shall conform to the requirements in Section 73, "Concrete Curbs and Sidewalks," of the State Standard Specifications, the Standard Drawings of the City of Santa Cruz and State of California Department of Transportation, and these Special Provisions.

### **B PCC CURB RAMP**

This work consists of installing curb ramps as detailed on the plans, the State Standard Drawings and these Special Provisions.

"Wheelchair Ramp" shall be considered the same as "Curb Ramp" in the Standard Specifications and these Special Provisions. Detectable Warning Surfaces shall be installed with tiles matching inner and outer curb ramp radii. Size and quantity of tiles required per curb ramp will vary.

Concrete gutters shall be water tested for drainage before acceptance. The maximum deviation from a true grade shall not result in ponding water for a depth exceeding 0.02 foot except as directed and approved by the Engineer.

Each concrete curb ramp, installed and complete in place, shall include the ramp, curb and gutter, spandrel and retaining curbs necessary to construct the ramp as shown on the plans or as directed by the Engineer. Detectable Warning Surface(s) and asphalt concrete conform shall be included in other bid items.

### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "PCC CURB RAMP" including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid price per **SQUARE FOOT** for "PCC CURB RAMP", and no additional compensation will be allowed.

### **C SIDEWALK, CURB AND GUTTER**

This work consists of installing sidewalk, curb and gutter as detailed on the plans, the City Standard Details, and these Special Provisions.

### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "SIDEWALK, CURB AND GUTTER" including furnishing all labor, materials, equipment, tools and incidentals shall be included in the following bid item and no additional compensations will be allowed:

**PCC SIDEWALK** shall be measured and paid for per **SQUARE FOOT**.

**PCC CURB AND GUTTER** shall be measured and paid for per **SQUARE FOOT**.

## **10.14 REINFORCEMENT**

### **A GENERAL**

Reinforcement shall conform to the requirements of Section 52, “Reinforcement” of the State Standard Specifications, the City Standard Details, and these Special Provisions.

### **B DESCRIPTION**

This work involves all installations of steel bars and dowels for reinforcement of concrete improvements as shown on the plans, in the Standard Drawings of the City of Santa Cruz and State of California Department of Transportation and these Special Provisions.

### **C MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “REINFORCEMENT” including furnishing all labor, materials, equipment, tools and incidentals shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## **10.15 ROADWAY SIGNS AND POSTS**

### **A GENERAL**

Roadway signs shall conform to the requirements of Section 82, “Signs and Markers” of the State Standard Specifications and these Special Provisions.

All sign, sign post, and delineator installations shall conform to City of Santa Cruz Standard Detail and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD).

### **B INSTALL NEW SIGNS**

This work shall include the installation of new signs as shown on the plans. Location of signs shall be approved by the Engineer prior to installation.

Signs shall have diamond grade reflective sheeting and shall have anti-graffiti coating.

The Contractor shall submit a cut sheet of all signs to the Engineer for review and approval.

#### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “INSTALL NEW SIGNS” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

**INSTALL (N) (R4-4) SIGN (YIELD TO BIKES) (36” x 30”)** shall be measured and paid for by the **EACH**.

**INSTALL (N) W9-1 SIGN (RIGHT LANE ENDS) (30” x 30”)** shall be measured and paid for by the **EACH**.

**INSTALL (N) W4-2 SIGN (RIGHT LANE ENDS SYMBOL) (30” x 30”)** shall be measured and paid for by the **EACH**.

### **C INSTALL NEW CITY STANDARD POSTS**

This work shall include the installation of new city standard posts as shown on the plans. Location of posts shall be approved by the Engineer prior to installation.

Contractor shall core and provide a sleeve for all new city standard posts, as shown on the plans.

#### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “INSTALL NEW CITY STANDARD POSTS” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid price per **EACH** for “INSTALL (N) CITY STANDARD POST” and no additional compensation will be allowed.

## **10.16 MARKINGS AND COATINGS**

### **A GENERAL**

Markings and coatings shall conform to the requirements of Section 84, "Markings" and Section 78, "Incidental Construction" of the State Standard Specifications and these Special Provisions.

### **B REMOVAL – TRAFFIC STRIPES AND PAVEMENT MARKINGS**

This work shall include the removal of existing traffic striping, pavement markings and raised pavement markers (RPM) as shown on the plans. Removal of traffic striping, pavement markings and RPMs shall conform to the requirements of Section 84-9 "Existing Markings" of the State Standard Specifications and these Special Provisions.

Traffic striping and pavement markings shall be ground from the existing pavement and removed as shown on the plans or as directed by the Engineer.

### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "REMOVAL – TRAFFIC STRIPES AND PAVEMENT MARKINGS" including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

**GRIND THERMOPLASTIC STRIPE** shall be measured and paid for by the **LINEAR FOOT**.

**GRIND THERMOPLASTIC LEGEND** shall be measured and paid for by the **SQUARE FOOT**.

**REMOVE PAVEMENT MARKERS** shall be measured and paid for by the **LINEAR FOOT**.

### **C THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS**

This work shall include placing thermoplastic traffic stripes and pavement markings, including the preparing and priming existing pavement surface as shown on the plans.

Thermoplastic Traffic Stripes (traffic lines), Paint and Pavement Markings shall conform to the provisions in 84-2, "Traffic Stripes and Pavement Markings", of the State Standard Specifications and these Special Provisions.

During striping operations, the CONTRACTOR shall use traffic control as specified in the section entitled "Maintaining Traffic" of 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.

The entire project shall use thermoplastic for traffic stripes and pavement markings. Thermoplastic material 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.

The CONTRACTOR shall furnish and apply thermoplastic pavement striping and pavement markings as shown on the Plans or where directed by the Engineer. Placement of striping, markings, and markers shall conform to the requirements of the California Department of Transportation Traffic Manual.

The CONTRACTOR shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Engineer shall review and approve the striping layout before the final striping occurs.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the stripe is thoroughly dry.

Raised Pavement Markers shall be per Section 81-3 "Pavement Markers" of the Standard Specifications and these Special Provisions.

Raised pavement markers shall be installed per the pavement delineation patterns of the current State Traffic Manual.

Epoxy shall conform to the provisions of Section 95, "Epoxy", of the State Standard Specifications and these Special Provisions.

## **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS" including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

**CALTRANS ARROW TYPE 4 (A4-L/R)** shall be measured and paid for by the **EACH**.

**CALTRANS ARROW TYPE A6(L)** shall be measured and paid for by the **EACH**

**INSTALL LIMIT LINE (12" WHITE LINE) (LL)** shall be measured and paid for by the **LINEAR FOOT**

**BUFFER BIKE LANE 1 (BBL1)** shall be measured and paid for by the **LINEAR FOOT**

**BIKE AND THROUGH ARROW (BTA)** shall be measured and paid for by the **EACH**

**BIKE AND LEFT ARROW (BLA)** shall be measured and paid for by the **EACH**

**"BUS" MARKING (BUS)** shall be measured and paid for by the **EACH**

**"ONLY" MARKING (ONL) 8-FEET** shall be measured and paid for by the **EACH**

**"ONLY" MARKING (ONL-1) 4-FEET** shall be measured and paid for by the **EACH**

**CALTRANS ARROW TYPE 1 (A1-1) 5-FEET** shall be measured and paid for by the **EACH**

**PEDESTRIAN MARKING SYMBOL (PED-S) 6-FEET** shall be measured and paid for by the **EACH**

**DETAIL 9 (D9)** shall be measured and paid for by the **LINEAR FOOT**

**DETAIL 24 (D24)** shall be measured and paid for by the **LINEAR FOOT**

**DETAIL 38 (D38)** shall be measured and paid for by the **LINEAR FOOT**

**DETAIL 38A (D38A)** shall be measured and paid for by the **LINEAR FOOT**

**DETAIL 39 (D39)** shall be measured and paid for by the **LINEAR FOOT**

**DETAIL 39Z (D39Z)** shall be measured and paid for by the **LINEAR FOOT**

**DETAIL 40 (D40)** shall be measured and paid for by the **LINEAR FOOT**

**6-INCH WHITE THERMOPLASTIC STRIPE** shall be measured and paid for by the **LINEAR FOOT**

**INSTALL CROSSWALK (12" WHITE LINE) (CWW)** shall be measured and paid for by the **LINEAR FOOT**

## **10.17 CAST-IN-PLACE/SURFACE APPLIED DETECTABLE WARNING SURFACE TILES**

### **A DESCRIPTION**

This Section specifies furnishing and installing cast-in-place and surface applied tactile tile modules where indicated.

Detectable Warning Surfaces shall be installed per plan with tiles matching inner and outer curb ramp radii. Size and quantity of tiles required per curb ramp will vary.

### **B CAST-IN-PLACE AND SURFACE-APPLIED TILES**

Detectable warning surface tiles installed on new concrete curb ramps as shown on the plans shall be Armor-Tile Vitrified Polymer Composite (VPC) Cast-In-Place Tactile Tile or approved equal and shall be installed in accordance to the manufacturer's direction.

Where shown on the plans, surface-applied detectible warning surface tiles shall be Armor-Tile Vitrified Polymer Composite (VPC) Surface Applied Concrete Tactile Tile or approved equal and shall be installed in accordance to the manufacturer's direction. Grind existing concrete so that the edges of the surface-applied detectable warning surface tile are flush with the concrete surface.

### **C PRODUCT SPECIFICATIONS**

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 and surface applied 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 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 equal.

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.

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 and VPC Surface Applied Tiles adhered to 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 and VPC Surface Applied Concrete Tactile Tile specified is based on Armor-Tile manufactured by Engineered Plastics Inc. (800-682-2525) or approved equal. 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.

**C MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “CAST-IN-PLACE DETECTABLE WARNING SURFACE TILES” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid price per **SQUARE FOOT** for DETECTABLE WARNING SURFACE TILE (CAST IN PLACE)” and DETECTABLE WARNING SURFACE TILE (SURFACE APPLIED)” and no additional compensation will be allowed.

**10.18 TRAFFIC CONTROL DEVICES**

**A GENERAL**

Traffic control devices shall conform to the requirements of Section 81, “Traffic Control Devices” of the State Standard Specifications and these Special Provisions.

**B MOUNTABLE CURB**

The work shall consist of installation of “Pexco FG 300” or approved equal” as shown on the plans, described in the manufacturer’s specifications, and as directed by the Engineer.

**C MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “TRAFFIC CONTROL DEVICES” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the

contract unit bid price per **EACH** for “INSTALL (N) CURB AND POST (PEXCO FG 300 WHITE)” and no additional compensation will be allowed.

### **10.19 UTILITY BOX ADJUSTMENT**

#### **A GENERAL**

Utility boxes of City lighting and traffic signal systems shall be adjusted in accordance with the provisions in Section 15 of the State Standard Specifications.

Work shall consist of adjustment of existing utility boxes to new finish grade. Work includes, but not limited to, locating, marking, excavation, removal of existing box and resetting at proper height, bedding, backfill and pavement repair in accordance with Plans and Specifications. Any boxes or lids damaged during road regrading shall be replaced by the Contractor at no additional cost.

#### **B MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “UTILITY BOX ADJUSTMENT” including furnishing all labor, materials, equipment, tools and incidentals and doing all work involved with adjusting the utility box shall be included in the contract unit bid price per **EACH** for “ADJUST (E) UTILITY BOX TO GRADE” and no additional compensation will be allowed.

### **10.20 SIGNALS AND ELECTRICAL SYSTEMS**

#### **A DESCRIPTION**

Modifications of traffic signals system shall conform to the provisions of Section 86 “General” and Section 87 “Electrical Systems” of the State Standard Specifications and the State Standard Plans dated 2018, California Manual on Uniform Traffic Control Devices (CAMUTCD) Revision 6 dated 2021, and these special provisions.

#### **B DESCRIPTION OF WORK**

This work includes furnishing labor, materials, tools, equipment, transportation, and services required for complete and satisfactory modification of the existing traffic signal system and construction of all components associated with the modification work as shown on the plans and in these specifications. Prior to the modification, the Contractor shall confirm with the Engineer the location of the conduit(s) and pull box.

## **MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS**

All existing signal indications, pedestrian push buttons, detectors/detection zones, and control equipment shall be maintained in operation during construction. Traffic signal system shutdowns shall not be permitted unless approved, in writing, by the Engineer.

## **MATERIALS AND INSTALLATION**

The Contractor shall conform to the Standard Specifications Section 86-1 for materials and Section 87-1 for installation.

## **PEDESTRIAN PUSH BUTTON ASSEMBLY**

Pedestrian push button assembly shall be relocated at the location shown on the plans.

## **LOOP DETECTORS**

Loop detectors shall be installed at the locations shown on the plan and shall conform to the Standard Specifications Section 87-1.03V "Detectors".

## **C MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements for "SIGNALS AND ELECTRICAL SYSTEMS" shall include all work required in these Special Provisions, including furnishing all labor, materials, equipment, tools and incidentals and for doing all work involved in construction and modification of the Traffic Signal System. Full compensation for the work described in "SIGNALS AND ELECTRICAL SYSTEMS" complete in place as shown on the plans shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

**INSTALL BIKE LOOP** shall be measured and paid for by the **EACH**

**INSTALL TRAFFIC LOOP** shall be measured and paid for by the **EACH**

**RELOCATE PED PUSH BUTTON** shall be measured and paid for by the **EACH**

**Note: This page intentionally left blank.**

**Attachment – Community Traffic Safety Coalition, Recommended Guidelines to Protect the Safety of Bicycle, Pedestrians and Disabled Travelers during Road Construction**