



**CITY OF SAND CITY  
CONTRACT DOCUMENTS FOR  
WEST BAY STREET COASTAL ACCESS REPAIR PROJECT**

**FORMAL BID**

City Hall  
1 Pendergrass Way  
Sand City, CA 93955  
(831) 394-3054

TECHNICAL SPECIFICATIONS APPROVED BY:

APPROVED FOR CONSTRUCTION:

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
CITY ENGINEER

DATE: 10/11/2022

DATE: 10/11/2022



Master Specification Revision: 05.25.2020

Project Specification Revision: 10.11.2022

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**WEST BAY STREET COASTAL ACCESS REPAIR PROJECT**

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**CITY OF SAND CITY  
SAND CITY, CALIFORNIA**

**PART I: NOTICE TO CONTRACTORS**

Sealed, unbound bid proposals for furnishing all labor, materials, tools, equipment and incidentals for the construction of **West Bay Street Coastal Access Repair Project** in Sand City, California, in accordance with these plans and specifications, will be received until **2:00pm, Wednesday, November 2, 2022** ("Bid Opening Date"), at which time they will be publicly opened and read in the City Council Chambers.

Proposals shall be addressed as follows and mailed or hand-delivered to:

Attention; Vibeke Norgaard, City Manager  
1 Pendergrass Way  
Sand City, CA 93955

In general, the work consists of, but is not limited to, *the demolition, repair and rehabilitation of a concrete observation platform, decorative boulders, benches, signs, wooden boardwalks, bike rack, pet station, salvage and replace decorative paving elements and other features, new asphalt pavement, concrete curbs and gutters, storm drain catch basin, storm drain basin, storm drain pipes, small storm water infiltration chamber system, and striping.*

At the time of the bid opening, the successful Bidder must be legally entitled to perform contracts requiring a Class "B" or "A" Contractor's license. The successful bidder will be required to secure a City Business License before commencing work on the Project. Any Bidder or contractor not so licensed shall be subject to all penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. All contractor and sub-contractor license(s) must remain in good standing throughout the term of the Contract. The Contractor shall notify the City in writing in the event its license is suspended, expires, or has a change in signatory.

Preference will be given to prospective bidders that can begin construction of the Project as soon as possible after award of a construction contract.

**SPECIFICATIONS AND BID FORMS**

Specifications, including instructions to Bidders and all necessary contract documents and forms, are available on-line from the City's website located at <https://www.sandcity.org> under the "Bids/RFPs" tab on the home page. Potential bidders, subcontractors and suppliers are responsible for reviewing the complete bidding documents, including all addenda, prior to submitting their bid. They are also advised to check the City's web site noted above periodically and prior to submitting their bid. Submit unbound bid proposals using the forms in Appendix A, in sealed envelopes clearly marked on the exterior with the project name, bid opening date and bid opening time for which the bid proposal is being submitted. When submitting a bid in a sealed envelope within another sealed envelope, such as an envelope provided by an overnight carrier, be sure to also mark the exterior of the outermost envelope or overnight carrier's envelope clearly with the project name, bid opening date and bid opening time.

**PRE-BID CONFERENCE**

A non-mandatory pre-bid conference is scheduled for 10:00am, Thursday, October 20, 2022 at the project site located at the end of West Bay Street at Vista Del Mar, Sand City, CA 93955. This conference will allow bidders to review and inspect project conditions. Failure to attend the pre-bid conference will not result in your bid being deemed non-responsive. However, the City strongly encourages that all prospective bidders attend the pre-bid conference.

**PREVAILING WAGES**

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 12.18.060 of the Sand City Municipal Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000). Local wage rates may be obtained from City Hall, 1 Pendergrass Way, Sand City, CA, (831-394-3054) or the Director, Department of Industrial Relations,

State of California, 455 Golden Gate Avenue, San Francisco, California (415-703-4774). Any Bidder or contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. **See Part III of these Specifications for additional requirements.**

In accordance with the provisions of Section 1773.3 of the Labor Code, the City of Sand City shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see <https://www.dir.ca.gov/pwc100ext/>) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter.

### **BID BOND**

A true and correct copy of a certified check or cashier's check payable to the order of the City of Sand City, or a satisfactory bid bond executed by the Bidder and an acceptable surety in an amount equal to ten percent (10%) of the bid amount shall be provided with each bid, as a guarantee that the bidder, if its bid is accepted, will promptly execute the Agreement. The bid bond must be notarized, include the embossed surety seal, and include a Power of Attorney if the signee is not an officer of the surety.

The three lowest bidders must also MAIL the original certified check, cashier's check, or bid bond, which must be received by the City no later than five (5) calendar days following the Bid Opening Date. If the last day for submission falls on a holiday or weekend, the period is extended to the next business day. The original shall be addressed to:

City of Sand City  
Attention: Finance Director  
1 Pendergrass Way  
Sand City, CA 93955

Please have the Bidder Name, Contract Title ("Project Title"), and Contract Number ("Project ID") listed clearly on the outside of the sealed envelope.

Bidder's failure to submit the certified check, cashier's check, or bid bond in accordance with the terms herein may result in the bid being deemed non-responsive. Further, the amount so posted shall be forfeited to the City if the Bidder does not, within fifteen (15) calendar days after written notice that the contract has been awarded to said Bidder, enter into a contract with the City for the work.

### **BID VALIDITY**

No Bidder may withdraw their bid for a period of **ninety (90) days** from the Bid Opening Date, which time shall be used by the City for reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract. Any bid withdrawal before the expiration of such time period shall result in the forfeiture of Bidder's Bid Bond. In the event of a bid mistake resulting from a clerical error made by the Bidder, withdrawal of such bid without forfeiture of the Bid Bond may only be allowed if the criteria set forth in California Public Contracts Code Sec. 5103 are met and the procedures set forth therein are followed; any such approval by City of bidders request to withdraw bid shall be at the sole discretion of the City.

## **RESPONSIBLE BIDDER**

Responsible bidder as it pertains to this contract shall be as follows:

1. **Standards of Responsibility**: The City may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:
  - a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
    - i. Adequate workforce to meet multiple critical work schedules at once;
    - ii. Ability to start projects on the commencement dates set forth by the City and satisfactorily complete them within the City's stated time limits;
  - b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the City or other agency;
  - c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;
  - d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
  - e. The legal qualifications to contract with the City; and
  - f. Supplied all information requested by the City in connection with the inquiry concerning responsibility.
2. **Information Pertaining to Responsibility**. The prospective contractor shall supply any information requested by the City concerning the responsibility of such contractor, including the qualifications and performance records of contractor's employees and proposed subcontractors. If the prospective contractor fails to supply the requested information, the City shall base the determination of responsibility in award of the Contract upon any available information, or may find the prospective contractor non-responsible on the basis of its failure to provide the requested information to the City.
3. **The City's Duty Concerning Responsibility**. Before awarding a contract, the City must be satisfied that the prospective contractor is responsible. The City may use the information provided by prospective contractor as well as information obtained from other legitimate sources, including City staff's own experience with the prospective contractor and prospective contractor's employees.
4. **Written Determination of Non-responsibility Requirements**. If a bidder or offeror who otherwise would have been awarded the Contract is found non-responsible, a written determination of non-responsibility setting forth the basis determination shall be prepared by the City and sent to the non-responsible bidder or offeror. The bidder or offeror shall have an opportunity to appeal the City's determination on non-responsibility.

## **BID REJECTION**

The City reserves the right to reject any or all bids as the best interests of the City may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the bidders, the City may reject any or all bids.

## **UNBALANCED BID**

Bids which are obviously unbalanced may be rejected. For the purposes of this section, an unbalanced bid is one that (a) has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and (b) the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the City whether or not the result of the unbalanced bid increases the cost of the project to the City.

## **BIDDER PROTEST**

All bid protests shall follow the procedures set forth in Sand City Municipal Code §12.18.100, available on-line on the City's website located at <https://www.sandcity.org>. Payment of a bid protest filing fee in the amount set forth in the City's Municipal Code shall be prerequisite to the filing of any such protest.

## **INTERPRETATION OF SPECIFICATIONS**

Should a Bidder be in doubt as to the true meaning of any item in the Plans or Specifications or discover items containing discrepancies or omissions, the Bidder is responsible for immediately notifying the City. All questions must be submitted in writing via e-mail to Leon Gomez, City Engineer, at: [leon.gomez@weareharris.com](mailto:leon.gomez@weareharris.com) on or before the deadline for submittal of questions which is 4:00pm Tuesday, October 25, 2022. Please include the plan sheet(s) and/or section title of these Specification for each question, if applicable, in order to ensure that questions asked are responded to correctly.

If found necessary, interpretation or correction will be made by written addendum, which will be posted to the City's website at <https://www.sandcity.org> under the "Bids/RFPs" tab on the home page. It is the bidder's responsibility to check the City's web site frequently to obtain any and all addenda. Failure of any Bidder to receive any such addenda or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents, and the Bidder shall acknowledge this condition by listing each addendum by number in his or her bid proposal by completing the Acknowledgement of Addenda form in Part II Proposal of these specifications. The Engineer shall not be held responsible for any oral interpretations or instructions. No addenda can be issued less than forty-eight (48) hours before bid opening without an accompanying bid time extension. The Engineer reserves the right to make decisions on extending the bid period.

## **DEFINITIONS**

For the purposes of this document, the following definitions shall apply:

<b><u>CITY:</u></b>	The term <u>City</u> refers to and indicates the City of Sand City, Monterey County, State of California.
<b><u>ENGINEER OR CITY ENGINEER</u></b>	The term <u>Engineer</u> or <u>City Engineer</u> refers to and indicates the City Engineer of the City of Sand City or his/her duly authorized representative.
<b><u>BIDDER:</u></b>	Party submitting a bid for consideration by the City of Sand City.
<b><u>CONTRACTOR:</u></b>	The term <u>Contractor</u> refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.
<b><u>COUNCIL OR CITY COUNCIL:</u></b>	The City Council of the City of Sand City.
<b><u>PLANS:</u></b>	The project plans referred to herein.
<b><u>SPECIAL PROVISIONS:</u></b>	Part IV of these Specifications.



- SPECIFICATIONS: This document, in its entirety.
- STANDARD SPECIFICATIONS: Specifications entitled "State of California, Department of Transportation, Standard Specifications" of latest publication on file in the office of the City Clerk of the City of Sand City.
- STANDARD PLANS: Plans entitled "State of California, Department of Transportation, Standard Plans" of latest publication.
- ADA: Americans with Disabilities Act of 1990, Titles II and III, latest revision.
- CBC: California Building Codes, latest edition as adopted by the City of Sand City.
- IBC: International Building Codes, latest edition.

**WEST BAY STREET COASTAL ACCESS REPAIR PROJECT****CITY OF SAND CITY****PART II: PROPOSAL**

To the Honorable City Council  
 City of Sand City  
 City Hall  
 Sand City, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

**BID SCHEDULE****BASE BID**

<b>Item No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>
1	Mobilization	LS	1
2	Traffic Control System	LS	1
3	Water Pollution Control Plan	LS	1
4	CPM Schedule	LS	1
5	Excavation Safety (Temporary Sheet piling, Shoring, and Bracing)	LS	1
6	Clearing and Grubbing	LS	1
7	Hot Mix Asphalt (Type A)-2" Overlay	TON	32
8	Class II Aggregate Base Material-4" Agg Base New Pavement Section	CY	32
9	Grind and Removal of Existing Roadway	CY	49
10	Remove Concrete (Final Pay)	SF	309
11	Minor Concrete (Curb and Gutter)- (Final Pay)	LF	10
12	Minor Concrete (Type A1-6 Vertical Curb per Caltrans Standard Plan A87A) - (Final Pay)	LF	116
13	Minor Concrete (Sidewalk)-(Final Pay)	SF	30
14	Minor Concrete (Type D-6 Rolled Curb per Caltrans Standard Plan A87A)- (Final Pay)	LF	15
15	Minor Concrete - Valley Gutter-(Final Pay)	SF	130
16	Minor Concrete - (Type GO Gutter Depression per Caltrans Standard Plan D73A)-(Final Pay)	SF	68
17	Adjust Monument Cover to Grade	EA	2
18	Adjust Sanitary Sewer Manhole Cover to Grade (SSMH)	EA	2
19	Adjust Water Valve Cover to Grade (WV)	EA	2
20	Adjust Utility Vault Cover to Grade	EA	1
21	Adjust Monitoring Well Cover to Grade	EA	1
22	Remove Existing Storm Drain Catch Basin	EA	1
23	Remove Existing Storm Water Infiltration System	EA	1
24	Construct Storm Drain Inlet, Type GO (Depth of 5')	EA	1
25	Construct 15-Inch RCP Storm Drain Pipe	LF	15

Item No.	Item Description	Unit	Estimated Quantity
26	Construct 30" ADS Nyoplast Drain Basin	EA	1
27	Construct 24-Inch HDPE Storm Drain Pipe	LF	5
28	Construct ADS MC 3500 Underground Chambers	LS	1
29	Connect New Storm Drain Pipe to Existing Manhole	EA	1
30	Pavement Marking (White)	SF	85
31	Curb Markings (Red with White Text)	SF	157
32	Thermoplastic Traffic Stripe - Detail 43 per CA MUTCD Chapter 3	LF	358
33	Excavation and Off haul (Final Pay)	CY	49
34	Removal and Replacement of Fence	LF	45
35	Removal and Replacement of Outdoor Pet Station	EA	1
36	Removal of Bike Post	EA	1
37	Installation of Bike Rack	EA	1
38	12" Rock Slope Protection	CY	37
39	Clearing and Grubbing (Landscape Plans)	SF	1020
40	Demo and Removal of Existing Pad	SF	420
41	4" Concrete Paving	SF	420
42	Thickened Edge	LF	80
43	Wood Boardwalk	SF	190
44	Decorative Paving Element	LS	1
45	Post and Cable Barrier	LF	750
46	Timber Stairs	LS	1
47	Metal Handrail	LF	30
48	Boulders	EA	17
49	Interpretive Signs	LS	2
50	Bench	EA	2

### **BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid Schedule (items 1 through 50).

### **BID ITEM DESCRIPTIONS**

This section covers details of individual items of the Bid Schedule to insure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

#### **Mobilization (Bid Item No. 1)**

The lump sum price paid for "Mobilization" shall be considered as full compensation for mobilization as specified herein, including but not limited to notifications, project records and documents, obtaining all required permits, licenses, and paying all fees, moving on the site any equipment required for the operations, preparatory work, coordination and cooperation, inquiring information about other anticipated projects in the project areas and coordination to minimize delays, project meetings, developing construction water supply, providing on-site sanitary facilities, preparing and updating project schedule, preparing and adhering to quality control plan, developing a temporary construction staging area, subcontractor insurance and bonds, Contractor insurance and bonds,

demobilization and all other mobilization work, and no additional payment shall be allowed therefor.

**Traffic Control System (Bid Item No. 2)**

The contract lump sum price paid for "Traffic Control System" shall include full compensation for traffic control plans, including revisions to the satisfaction of the Engineer, furnishing all labor, including traffic control supervision, materials (including signs and barricades), flaggers, 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 traffic control system including all lane closures necessary for any activities during the life of the project and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor. All flagging costs will be paid as part of "Traffic Control" in lieu of provisions in Section 12-1.03, "Flagging Costs," of the Standard Specifications. The City does not share costs. Contractor is responsible for full cost of flagging. Furnishing and installing funding signs as shown on the plans, as specified in these special provisions, and as directed by the Engineer is paid as part of "Traffic Control" and no additional compensation will be allowed therefor. The Contractor shall submit two (2) final signed copies of all Contractor obtained permits to the Engineer prior to beginning any work. Once obtained, the Contractor shall be responsible for complying with all permit conditions.

**Water Pollution Control Plan (Bid Item No. 3)**

"Water Pollution Control" will be paid for as a lump sum. Payment will be made according to Section 13-2.04 of the Standard Specifications, with 75% of the item total paid upon authorization of the WPCP and the final 25% of the item paid upon project acceptance.

**Critical Path Method (CPM) Schedule (Bid Item No. 4)**

Preparing, maintaining, and implementing of the "Critical Path Method (CPM) Schedule" is paid for as a lump sum. The CMP schedule shall be kept up to date and coordinated with the City and the Engineer. A 3 week look ahead shall be provided at every weekly meeting to discuss the specific upcoming activities and any changes that may occur. The CPM schedule shall be updated immediately upon request from the City and/or Engineer.

**Excavation Safety (Temporary Sheeting, Shoring, and Bracing) (Bid Item No. 5)**

Progress payments for Excavation Safety (Temporary Sheeting, Shoring, and Bracing) will be computed by the Engineer based on his/her estimate of the percentage completion of this item of work. In general, this will be proportional to the percentage completion of the major items of work to which excavation safety is incidental.

Payment for Excavation Safety (Temporary Sheeting, Shoring, and Bracing) shall be made on a lump sum basis at the contract price bid for Bid Item No. 5. Such payment shall be considered full compensation for furnishing all labor, materials, tools, equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications.

**Clearing and Grubbing (Bid Item No. 6)**

Payment for Clearing and Grubbing shall be made on a lump sum basis at the contract price bid for Bid Item No. 6. Such payment shall be considered full compensation for furnishing all labor, materials, tools, and equipment, and doing all the work required per the Plans, Special Provisions and Standard Specifications. Contractor shall comply with Section 17-2, "Clearing and Grubbing" of the Standard Specifications and Standard Provisions.

**Hot Mix Asphalt (Type A) – 2" Overlay (Bid Item No. 7)**

Payment for "Hot Mix Asphalt (Type A) – 2" Overlay" shall be at the contract price per TON and shall be considered full compensation for all labor, materials, tools, equipment, transportation, and incidentals to do all the work involved. The contractor shall supply weight tags to the Engineer on a daily basis. Quantities of asphalt concrete will be determined and approved by the Engineer by using the tags. Asphalt concrete weight tags shall contain the project name and indicate tonnage used on each street. Payment for Tack Coat shall be considered as included in the contract prices bid for various items of work shown on the bid schedule and no additional compensation shall be allowed therefor. HMA Overlay Treatments shall be installed at a depth of 2 inches for all proposed locations shown in the project plans.

**Class II Aggregate Base Material – 4" Agg Base New Pavement Section (Bid Item No. 8)**

The Contract unit price per cubic yard for “Class II Aggregate Base Material – Agg Base New Pavement Section” shall be considered full compensation for all labor, materials, tools, equipment, transportation, and incidentals to do all the work involved as specified in these Special Provisions, as shown in the Plans, and as directed by the Engineer and no additional compensation will be allowed therefore. All Class II Aggregate Base shall comply with the requirements and installation procedures outlined in Section 26 “Aggregate Bases” of the Standard Specifications and these Special Provisions. Class II Aggregate Base Material sections varies in depth with 4 inches max depth for all proposed locations of New Pavement as shown in the project plans.

**Grind and Removal of Existing Roadway (Bid Item No. 9)**

The Contract unit price per cubic yard for “Grind and Removal of Existing Roadway” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work including excavation, grinding, removal, and disposal of materials such as fabric and road mesh, grading and compaction, complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor. “Grind and Removal of Existing Roadway” includes the removal of existing asphalt and existing aggregate base for all areas identified in the plans. Refer to construction details in project plans for grind and removal locations. Depths of existing asphalt and existing pavement vary and will be determined in the field by the engineer. This item is revocable if not used and Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item. Prior to digging, the contractor shall call 811 and pothole to determining exact utility horizontal locations and depths.

**Remove Concrete (Bid Item No. 10)**

The contract price paid per square foot for “Remove Concrete” is **Final Pay** and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved for removal and disposal of existing concrete curb, gutter, sidewalk, driveway, valley gutter and other concrete features as detailed in the Standard Specifications, these Special Provisions, and the plans. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item. Prior to digging, the contractor shall call 811 and pothole to determining exact utility horizontal locations and depths.

**Minor Concrete-Curb and Gutter (Bid Item No. 11)**

The contract price paid per linear foot for curb and gutter concrete improvements under “Minor Concrete (Curb and Gutter)” is **Final Pay** and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. The price for Minor Concrete (Curb and Gutter) bid item includes subgrade quantity and preparation, furnishing, placing and compaction of aggregate base, all costs associated with incidental work such as construction staking, the cost of restoring adjacent pavement and backfilling the adjacent area with native material shall be included in the unit cost of the work and no additional compensation will be allowed therefor. Hot Mix Asphalt used for the HMA plug adjacent to concrete curbs is paid as part of the respective bid item and no additional compensation will be allowed therefor. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

**Minor Concrete-Vertical Curb (Bid Item No. 12)**

The contract price paid per linear foot for curb and gutter concrete improvements under “Minor Concrete-Vertical Curb” is **Final Pay** and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. The Vertical Curb shall be constructed per Caltrans Standard Plan A87A Type A1-6. The price for Minor Concrete (Vertical Curb) bid item includes subgrade quantity and preparation, furnishing, placing and compaction of aggregate base, all costs associated with incidental work such as construction staking, the cost of restoring adjacent pavement and backfilling the adjacent area with native material shall be included in the unit cost of the work and no additional compensation will be allowed therefor. Hot Mix Asphalt used for the HMA plug adjacent to concrete curbs is paid as part of the respective bid item and no additional compensation will be allowed therefor. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

**Minor Concrete-Sidewalk (Bid Item No. 13)**

The contract price paid per square foot for concrete improvements under “Minor Concrete-Sidewalk” is **Final Pay** and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. The price for Minor Concrete bid items includes subgrade quantity and preparation, furnishing, placing and compaction of aggregate base, all costs associated with incidental work such as construction staking, the cost of restoring adjacent pavement and backfilling the adjacent area with native material shall be included in the unit cost of the work and no additional compensation will be allowed therefor. Hot Mix Asphalt used for the HMA plug adjacent to concrete curbs is paid as part of the respective bid item and no additional compensation will be allowed therefor. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

**Minor Concrete-Rolled Curb (Bid Item No. 14)**

The contract price paid per linear foot for concrete improvements under “Minor Concrete-Rolled Curb” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. The Rolled Curb shall be constructed per Caltrans Standard Plan A87A Type D-6. The price for Minor Concrete bid items includes subgrade quantity and preparation, furnishing, placing and compaction of aggregate base, all costs associated with incidental work such as construction staking, the cost of restoring adjacent pavement and backfilling the adjacent area with native material shall be included in the unit cost of the work and no additional compensation will be allowed therefor. Hot Mix Asphalt used for the HMA plug adjacent to concrete curbs is paid as part of the respective bid item and no additional compensation will be allowed therefor. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

**Minor Concrete-Valley Gutter (Bid Item No.15)**

The contract price paid per square foot for concrete improvements under “Minor Concrete-Valley Gutter” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. The price for Minor Concrete bid items includes subgrade quantity and preparation, furnishing, placing and compaction of aggregate base, all costs associated with incidental work such as construction staking, the cost of restoring adjacent pavement and backfilling the adjacent area with native material to accommodate the minor concrete items as shown on plans and shall be included in the unit cost of the work and no additional compensation will be allowed therefor. Hot Mix Asphalt used for the HMA plug adjacent to concrete curbs is paid as part of the respective bid item and no additional compensation will be allowed therefor. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

**Minor Concrete-Type GO Gutter Depression (Bid Item No.16)**

The contract price paid per square foot for concrete improvements under “Minor Concrete-Type GO Gutter Depression” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections. The price for Minor Concrete bid items includes subgrade quantity and preparation, furnishing, placing and compaction of aggregate base, all costs associated with incidental work such as construction staking, the cost of restoring adjacent pavement and backfilling the adjacent area with native material to accommodate the minor concrete items as shown on plans and shall be included in the unit cost of the work and no additional compensation will be allowed therefor. Hot Mix Asphalt used for the HMA plug adjacent to concrete curbs is paid as part of the respective bid item and no additional compensation will be allowed therefor. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

**Adjust Utility Covers to Grade (Bid Item No. 17 through 21)**

“Adjusting Utility Covers to Grade” shall be measured and paid for by each unit designated in the contract Bid Schedule. All quantities will be determined from actual counts. The unit costs shall govern regardless of the method used to make the adjustments. No compensation will be allowed for the work performed by the owners of the facilities. Facilities to be adjusted to finish grade after paving operations shall include, but not be limited to, monument covers, storm drain manhole covers, sanitary sewer manhole covers, water valve covers, utility vault covers, and monitoring well covers. In the event that existing utility covers are in inadequate condition, contractor must replace existing utility covers and boxes with new. Contractor shall request new utility covers and boxes from the local utility agencies. If utility agencies are not able to provide new covers and boxes, Contractor shall purchase new covers and boxes and install. Inadequate condition is determined by the Engineer. New utility covers and boxes purchased by Contractor

after approval of Engineer will be paid by unit each. "Inadequate Condition" of existing utility covers and boxes is at the discretion of the engineer. Any adjustments to survey monuments shall include the cost to tie out the monuments and record with the County recorder as well as re-establishing the monument after construction. The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections and no additional compensation will be allowed therefore. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

**Remove Existing Storm Drain Catch Basin (Bid Item No. 22)**

The Contract Price Paid per each for "**Remove Existing Storm Drain Catch Basin**" shall include all work associated with the removal of existing storm drain catch basin as indicated on the plans. The work shall include but not limited to saw cutting, grinding, trenching, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, removal of pipes, spoil disposal, backfill, compaction, cleaning, temporary paving, surface restoration of all public and private improvements including asphalt paving, concrete paving, driveway, striping, landscaping and all incidentals required by these specifications and drawings. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply. Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.

**Remove Existing Storm Water Infiltration System (Bid Item No. 23)**

The Contract Price Paid per each for "**Remove Existing Storm Water Infiltration System**" shall include all work associated with the removal of existing storm water infiltration system as indicated on the plans. The work shall include but not limited to saw cutting, grinding, trenching, removal and disposal of gravel drain rock, asphalt (including reinforcing fabric, if present), concrete pavement, and pipes, spoil disposal, backfill, compaction, cleaning, temporary paving, surface restoration of all public and private improvements including asphalt paving, concrete paving, driveway, striping, landscaping and all incidentals required by these specifications and drawings. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply. Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.

**Construct Storm Drain Inlet, Type GO-Depth Feet (Bid Item No. 24)**

The Contract Price Paid per each for "**Construct Storm Drain Inlet, Type GO (Depth of 5')**" shall include full compensation for all work associated with the installation of the drainage inlets including, but not limited to, furnishing all labor, materials, tools, equipment, transportation, incidentals, and grates and covers, as noted on the plans, per the Standard Specifications and these special provisions. Full compensation for earthwork related to installing drainage inlets shall be considered as included in the items of work involved and no additional compensation will be allowed therefor. Restoration of pavement is included in this bid item only when proposed project paving is not taking place. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply. Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.

**Construct 15-inch RCP Storm Drain Pipe (Bid Item No. 25)**

The Contract Price Paid per linear foot for "**Construct 15-inch RCP Storm Drain Pipe**" shall include all work associated with the installation of storm drain pipe as indicated on plans. The work shall include but not limited to all construction staking, potholing, site clearing, saw cutting, grinding, trenching, dewatering and bypass pumping if required, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, spoil disposal, dewatering, installation of bedding, furnishing and placing pipe and fittings, connection to new manholes, backfill, compaction, pipeline testing, cleaning, temporary paving, surface restoration of all public and private improvements including, concrete paving, driveway, striping, landscaping and all incidentals required by these specifications and drawings. Restoration of pavement is included in this bid item only when proposed project paving is not taking place. The length paid shall be measured from the outside edge of manhole/inlet structure. Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.

**Construct 30-inch ADS Nyloplast Drain Basin (Bid Item No. 26)**

The Contract Price Paid per each for "**Construct 30" ADS Nyloplast Drain Basin**" shall include full compensation for all work associated with the installation of the drain basin including, but not limited to, furnishing all labor, materials, tools, equipment, transportation, and incidentals, as noted on the plans, per the Standard Specifications and these special provisions. Full compensation for earthwork related to installing drain basins shall be considered as included in the items of work involved and no additional compensation will be allowed therefor. Restoration of pavement is

included in this bid item only when proposed project paving is not taking place. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply. Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.

**Construct 24-inch HDPE Storm Drain Pipe (Bid Item No. 27)**

The Contract Price Paid per linear foot for “**Construct 24-inch HDPE Storm Drain Pipe**” shall include all work associated with the installation of storm drain pipe as indicated on plans. The work shall include but not limited to all construction staking, potholing, site clearing, saw cutting, grinding, trenching, dewatering and bypass pumping if required, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, spoil disposal, dewatering, installation of bedding, furnishing and placing pipe and fittings, connection to new manholes, backfill, compaction, pipeline testing, cleaning, temporary paving, surface restoration of all public and private improvements including concrete paving, driveway, striping, landscaping and all incidentals required by these specifications and drawings. Restoration of pavement is included in this bid item only when proposed project paving is not taking place. The length paid shall be measured from the outside edge of manhole/inlet structure. Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.

**Construct ADS MC 3500 Underground Chambers (Bid Item No.28)**

The Lump Sum Price Paid for “**Construct ADS MC 3500 Underground Chambers**” shall include all work associated with the construction and placement of ADS MC 3500 underground chambers as indicated on the plans. The work shall include but not be limited to saw cutting, grinding, trenching, spoil disposal, backfill, compaction, cleaning, temporary paving, surface restoration of all public and private improvements and all incidentals required by these specifications and drawings. Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply. Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.

**Connect New Storm Drain Pipe to Existing Manhole (Bid Item No.29)**

The Contract Price Paid per each for “**Connect New Storm Drain Pipe to Existing Manhole**”, shall include all work associated with the connection of new storm drain pipe to existing storm drain manhole as indicated on plans. The work shall include but not limited to all construction staking, potholing, site clearing, saw cutting, grinding, trenching, dewatering and bypass pumping if required, removal and disposal of asphalt (including reinforcing fabric, if present), concrete pavement, removal of abandoned pipes, spoil disposal, dewatering, backfill, compaction, pipeline testing, cleaning, temporary paving, surface restoration of all public and private improvements including concrete paving, driveway, striping, landscaping and all incidentals required by these specifications and drawings. Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.

**Pavement Markings-White (Bid Item No. 30)**

Payment for “**Pavement Marking-White**”, shall be measured per square feet. Layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing thermoplastic markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract square foot price for Thermoplastic of the various kinds identified in the Bid Schedule, and no additional compensation will be allowed.

**Curb Markings-Red with White Text (Bid Item No. 31)**

Payment for “**Curb Markings-Red with White Text**”, shall be measured per square feet. Layout will be included in the unit price bid and no additional compensation will be allowed therefor. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing curb markings, including white lettering/text, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract square foot price for Curb Markings, and no additional compensation will be allowed.

**Thermoplastic Traffic Stripe (Bid Item No. 32)**

Payment for “**Thermoplastic Traffic Stripe – Detail 43 per CA MUTCD Ch. 3**” shall be measured per lineal feet. Layout and placement of temporary tabs will be included in the unit price bid for each striping detail and no additional compensation will be allowed therefor. Measurement and payment for traffic striping, characters, arrows, pavement markers, raised pavement markers and reflective pavement markers shall be paid on a unit cost basis as identified



in the Bid Schedule. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing thermoplastic or and markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract lineal foot price for Thermoplastic of the various kinds identified in the Bid Schedule, and the contract square unit price for Thermoplastic or Painted Markings, as identified in the Bid Schedule, and no additional compensation will be allowed.

**Excavation and Off haul (Bid Item No. 33)**

The Contract unit price per cubic yard for **“Excavation and Off-haul”** is **Final Pay** and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work including excavation, grinding, removal, disposal, off-haul material, grading and compaction, complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor. The volume includes the excavation quantity required to install the MC 3500 underground chambers. The volume also includes the excavation quantity to install the new storm drain pipes and catch basin. This item is revocable if not used and Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item. Prior to digging, the contractor shall call 811 and pothole as first order of business in order to determine exact utility horizontal locations and depths.

**Removal and Replacement Fence (Bid Item No. 34)**

The Contract Price Paid per linear foot for **“Removal and Replacement of Fence”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with removing and replacing the metal fence as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed. Contractor must coordinate fence removal and replacement with the Engineer.

**Removal and Replacement of Outdoor Pet Station (Bid Item No. 35)**

The Contract Price Paid per each for **“Removal and Replacement of Outdoor Pet Station”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with removing and replacing the outdoor pet station as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed. Contractor must coordinate outdoor pet station removal and replacement with the Engineer. Engineer shall dictate location of Outdoor Pet Station.

**Removal of Bike Post (Bid Item No. 36)**

The Contract Price Paid per each for **“Removal of Bike Post”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with removing the Bike Post as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed. Contractor must coordinate bike post removal with the Engineer and shall salvage and save the bike post per direction from the City.

**Installation of Bike Rack (Bid Item No. 37)**

The Contract Price Paid per each for **“Installation of Bike Rack”** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with removing and replacing the metal fence as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, and no additional compensation will be allowed.

**12” Rock Slope Protection (Bid Item No.38)**

The contract unit price per cubic yard for **“12” Rock Slope Protection”** shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidents, and for doing all the work including grading and complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.

The contractor shall supply weight tags to the Engineer on a daily basis. Quantities of 12” base rock will be determined and approved by the Engineer by using the tags. Base rock weight tags shall contain the project name and indicate cubic yardage.

### **ANCILLARY ITEMS**

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

### **LUMP SUM PRICE BREAKDOWN**

Immediately after award of the contract, the contractor shall submit a cost breakdown list to the Engineer for all Lump Sum Bid items. The list shall consist of major elements of work that make up the item and shall be used for determining progress pay estimates.

### **BID CLARIFICATION**

Pursuant to the provisions of the California Public Contract Code Section 20103.8, City reserves the option to award any or all the additive bid items in addition to the original contract after the lowest responsive responsible Bidder has been determined, should the City later obtain additional funding for additive alternatives not awarded with the original contract.

For responsible bidder as it pertains to this contract, see Part I, Responsible Bidder.

Unit and lump sum prices shall be for items in place, as shown on the Plans, including all labor, materials, equipment, taxes, and incidentals necessary for a complete job.

Whenever unit prices are required and there is an incorrect extension thereof, the unit price correctly extended shall prevail and the total bid shall be corrected to reflect the correct extension. If a bid item amount is zero, enter zero. If a bid item is included elsewhere, enter "included". Do not enter "N/A" into the Bid Schedule.

The foregoing quantities are approximate only, being given as a basis for comparison of bids, and the City of Sand 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 work by twenty-five percent (25%) or to omit portions of the work as may be deemed necessary by the Engineer.

Bidders may withdraw or revise their bid personally, or upon a written request, at any time prior to the hour set for the opening of bids, but not thereafter; however, the City shall not accept faxed copies of bid bonds, affidavits or any other documents where an original document or signature is required by these Specifications. Bids may not be withdrawn for the time period specified in BID VALIDITY of Part I.

The **Noncollusion Declaration** included in this document shall be executed and submitted with each bid. The **Local Hire Certification** included in this document shall be executed and submitted with each bid, except in the following cases: 1) informal bids (i.e., under \$40,000); 2) whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or 3) whenever the City, in accordance with the requirements of the City Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or 4) whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project.

**DECLARATION OF BIDDER**

Only an individual who is authorized to bind the bidding firm contractually shall sign this Declaration of Bidder. The signature must indicate the title or position the individual holds in the firm and be submitted with an original signature. **FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : \_\_\_\_\_, Class: \_\_\_\_\_, Expiration date: \_\_\_\_\_.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: \_\_\_\_\_.

Name of Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

Indicate your organization type (sole proprietorship, partnership, corporation, LLC):

\_\_\_\_\_

I, the official named below, certify that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed herein.

I further certify that, ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT and this bid is a firm offer for a 90-day period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in \_\_\_\_\_ County, California.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name and Title

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall list below any and all addenda issued for this project and acknowledge receipt with signature. Failure to acknowledge issued addenda will result in a non-responsive bid:

<b>ADDENDA</b>	<b>DATE RECEIVED</b>
1. _____ Authorized Signatory	_____
2. _____ Authorized Signatory	_____
3. _____ Authorized Signatory	_____
4. _____ Authorized Signatory	_____
5. _____ Authorized Signatory	_____
6. _____ Authorized Signatory	_____

**BIDDER'S STATEMENT OF QUALIFICATIONS**

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

<b>Project Name</b>	<b>Owner Name</b>	<b>Address</b>	<b>Telephone Number/Email</b>	<b>Contact Name</b>
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**SUBCONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

Name of Subcontractor	California Contractor License Number	California DIR Registration Number	Location of Place of Business	Trade or Portion of Work
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**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title



## **LOCAL HIRING REQUIREMENT**

All Contractors who submit bids, or proposals, to construct or provide work on any City of Sand City project, or for any other Public Works construction, or improvement, on City property must comply with Sand City Municipal Code Chapter 12.20, available on Sand City's website, which sets forth the requirements regarding the Local Hiring Requirement for Public Works Projects. Bidders are responsible for familiarizing themselves with the contents thereof before signing the certifications required below.

Among other requirements, this ordinance requires that the Contractor promise to make a good-faith effort to hire qualified individuals who are residents of the Monterey Bay Area (Monterey, Santa Cruz and San Benito Counties), in sufficient numbers so that no less than eighty percent (80%) of the Contractor's total construction work force, including subcontractor work force, measured in labor work hours, is comprised of Monterey Bay area residents. This same requirement applies to all subcontractors.

Every Bidder must complete and sign under penalty of perjury a Certification of Good-Faith effort to Hire Monterey Bay Area Residents, on the form provided, and submit said Certification with the sealed bid no later than the date and time of the bid opening. Bidder shall attach to the Certification documentary evidence supporting Bidder's promise to meet, or to make a good-faith effort to meet, the local hiring goal.

Contractor shall include in each and every subcontract relating to the project the requirement that the subcontractor promises to make a good faith effort to hire qualified individuals who are residents of the Monterey Bay Area. Contractor shall be responsible for subcontractor's compliance.

Prior to submitting bids, Bidders shall ensure that any and all subcontractors listed in their bids are not disqualified at that time pursuant to Section 12.20.060 of the City ordinance referenced above. Prospective contractors may consult the list, available from the City Clerk, of contractors and subcontractors, if any, who are currently disqualified.

The local hiring requirement shall not apply under the following circumstances:

- (a) Informal Bids, or
- (b) Whenever a state or federal law or regulation applicable to a particular contract prohibits the provision of a local hire requirement; or
- (c) Whenever the City, in accordance with the requirements of the Code or state law, determines that the contract is necessary to respond to an emergency which endangers the public health, safety, or welfare; or
- (d) Whenever the City determines that a suitable pool of persons providing specialized skills does not exist locally for a specific public works project.

**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor – To be Submitted with Bid)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Sand City Municipal Code Chapter 12.20. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Subcontractor – To be Completed by Subcontractor After Bid is Awarded)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Sand City Municipal Code Chapter 12.20. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the contractor on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

**BID BOND**  
**(To be Submitted with Bid)**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business as a surety in the State of California, are held and firmly bound unto the City of Sand City ("the Obligee") in the sum of **Ten Percent (10%) of the Basis of Award (\$\_\_\_\_\_)** in lawful money of the United States, for the payment of which sum well and truly be made, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as:

**WEST BAY COASTAL ACCESS REPAIR PROJECT**

NOW THEREFORE, if the bid or proposal submitted by the Principal is accepted and the Principal is awarded the Contract, and the Principal, within the period specified therefore or if no period be specified, within fifteen (15) days after the prescribed forms are presented to the Principal for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect; otherwise to remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within fifteen (15) days of the City's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

\_\_\_\_\_

**(Bidder/Principal Name)**

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

(Signature)

\_\_\_\_\_

(Typed or Printed Name)

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

\_\_\_\_\_

**(Surety Name)**

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

(Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_

(Typed or Printed Name of Attorney-In-Fact)

**Contact name, address, telephone number and email address for notices to the Surety**

\_\_\_\_\_

(Contact Name)

\_\_\_\_\_

(Street Address)

\_\_\_\_\_

(City, State & Zip Code)

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

Telephone                      Fax

\_\_\_\_\_

(Email address)

**ALL SIGNATURES MUST BE NOTARIZED. POWER OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.**

**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

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

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

- a. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

\_\_\_\_\_  
(Contractor Name)

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

\_\_\_\_\_

**SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS**

In certain instances, product submittals for Bidder proposed "Approved Equal" products must be submitted in writing for pre-qualification fourteen (14) calendar days prior to the scheduled bid opening date. In these instances, those products are listed below. Indicate the product for which the bid is based on by placing a checkmark by the product specified or the proposed "approved equal". If proposing with an "approved equal" product, provide the information on the spaces under the specified product. See Special Provisions for additional information relating to those products listed:

*[For Preparer: Information shown is an example of how to complete this section, edit accordingly.]*

✓	Product	Model Number	Manufacturer	Product Rating/Certification
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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*[ Use this page when needed to ensure Part III begins on an odd numbered page ]*

**PART III: GENERAL PROVISIONS**  
**FORMAL BID (\$100,000 and over)**

**BIDDING**

**JOB SITE AND DOCUMENT EXAMINATION**

The bidder is required to thoroughly examine the job site, Plans and Specifications including Contract Form (See Part III, Page 2) for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the requirements of the plans and specifications, including the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

**BID DOCUMENT COMPLETION**

Proposals to receive consideration shall be made in accordance with the following instructions:

1. The proposal shall be made upon the form provided therefor with all items filled out (Appendix A of these specifications). The completed form must be without interlineations, alterations, or erasures. All submitted documents must be in original form (no photocopies or faxes).
2. Each bid shall be accompanied by cash, a cashier's check, a certified check, or a bidder's bond executed by the bidder and an acceptable surety in original form, or any negotiable instruments in original form that are not cancelable amounting to ten percent (10%) of the bid, payable to the City of Sand City. The amount so posted shall be forfeited to the municipality if the bidder does not, within fifteen (15) calendar days after written notice that the contract has been awarded to said bidder, enter into a contract with the municipality for the work.

The City shall have the right to hold all bid bonds until award of the contract. However, the City Manager may order the return of all bid bonds except that of the two (2) lowest bidders prior to the award.

**CONTRACT AWARD AND EXECUTION**

**CONTRACT AWARD**

The contract shall be awarded, if an award is made, to the lowest responsive responsible bidder as defined in Part II, Bid Clarification, of these specifications, within ninety (90) calendar days from the date bids are publicly opened, examined and declared unless a different bid validity period is specified in Part I, Bid Validity. If the award is not made within the specified period, then all of the bids submitted shall be deemed to have been rejected by the legislative body.

**CONTRACT EXECUTION**

A contract shall not be deemed to have been made between the Contractor and the City of Sand City until all of the following steps have been completed:

1. Award of the contract by the City Council,
2. Within fifteen (15) calendar days after written notice that a contract has been awarded to him (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Sand City Business License or evidence of application for said license.
3. Upon approval of the foregoing documents, the City will execute the contract and return an original to the Contractor.



**SAMPLE PUBLIC WORKS CONTRACT (Formal Bid)**

**WEST BAY STREET COASTAL ACCESS REPAIR PROJECT**

THIS AGREEMENT, hereinafter referred to as the "Agreement", made and entered into this \_\_\_\_ day of \_\_\_\_ 201\_\_, by and between the CITY OF SAND CITY, a municipal corporation, hereinafter referred to as the "City", and [INSERT CONTRACTOR NAME] hereinafter referred to as the "Contractor";

**WITNESSETH:**

WHEREAS, the Council of the City has awarded a contract to the Contractor for performing the work hereinafter described in accordance with the City's [Plans and] Specifications and Contractor's sealed proposal;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SCOPE OF WORK. The Contractor shall perform all of the work and furnish all labor, materials, equipment and transportation necessary for the West Bay Street Coastal Access Repair project. Work is to be as set out in the Plans and Specifications on file in the Office of the City Engineer and as in the Contractor's Proposal attached hereto, dated Month, Day, Year, in an **amount not to exceed** [ Insert amount in words ] dollars (###.###.00) plus a sum of up to [ 10% ] for such contingencies as the City Manager, or his designee, deems appropriate.
2. TIME OF PERFORMANCE. The work under this contract shall commence within [ fourteen (14) ] calendar days from the effective date of the Notice to Proceed and shall be completed on or before the expiration of **80** calendar days from the effective date of the Notice to Proceed.
3. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
4. Contractor agrees that in the performance of this Agreement, it will comply with all applicable state, federal and local laws, codes and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Sand City.
5. In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1735.5 at the time the contract is awarded.
6. The Sand City City Council awarded this contract on [ Month Day, Year ] by Resolution [ ##-### ] C.S.
7. This Agreement shall consist of this Public Works Contract document and the following items, all of which are on file in the office of the City Clerk and are incorporated herein and made a part hereof by reference:
 

A. <u>Plans and</u> Specifications	E. Non-Collusion Declaration
B. Accepted Proposal	F. Debarment and Suspension Certification
C. Performance Bond	G. Certification(s) of Good Faith Effort to Hire
D. Payment Bond (Labor and Materials)	Local Residents

IN WITNESS WHEREOF, said Contractor and said City have hereunto set their hands, all on the day and year first above written.

ATTEST: CITY OF SAND CITY: [ INSERT CONTRACTOR NAME ]:

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
City Clerk City Manager, or his designee [ Insert Name, Title ]

**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

PREMIUM: \_\_\_\_\_

WHEREAS, The \_\_\_\_\_, (hereinafter designated as "Obligee") and \_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, and identified as project \_\_\_\_\_ is hereby referred to and made a part hereof; and

WHEREAS, Said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

NOW, THEREFORE, We, the principal and \_\_\_\_\_ as surety, are held and firmly bound unto the hereinafter called "The Obligee," in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally firmly by these presents.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specification accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on \_\_\_\_\_ of 20\_\_.

By \_\_\_\_\_  
PRINCIPAL

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

By: \_\_\_\_\_  
ATTORNEY-IN-FACT

**ALL SIGNATURES MUST BE NOTARIZED. POWER OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.**

**PAYMENT (LABOR AND MATERIALS) BOND**

BOND NO.: \_\_\_\_\_

KNOW ALL MEN/WOMEN BY THESE PRESENT that we, \_\_\_\_\_ as Principal (also referred to herein as "CONTRACTOR"), and \_\_\_\_\_ as Surety, are held and firmly bound unto City of Sand City, hereinafter called "OWNER," in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into the annexed Contract with the City of Sand City for the **WEST BAY STREET COASTAL ACCESS REPAIR PROJECT**, in accordance with OWNER's Call for Bids documents and Principal's Bid Dated August 2, 2022, and to which reference is hereby made for all particulars, and is required by said City of Sand City to give this bond in connection with the execution of said Contract;

NOW, THEREFORE, if said CONTRACTOR, its Subcontractors, its heirs, executors, administrators, successors, or assigns, shall fail to pay (a) for any materials, provisions, equipment, or other supplies used in, upon, for or about the performance of the WORK contracted to be done under the Contract, or (b) for any work or labor thereon of any kind contracted to be done under the Contract, or (c) for amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (d) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to such work and labor, in each case, as required by the provisions of Sections 9550-9566 inclusive, of the Civil Code of the State of California and acts amendatory thereof, and sections of other codes of the State of California referred to therein and acts amendatory thereof, and provided that the persons, companies, corporations or other entities so furnishing said materials, provisions, provender, equipment, or other supplies, appliances, or power used in, upon, for, or about performance of the Work contracted to be executed or performed, or any person, company, corporation or entity renting or hiring implements or machinery or power for or contributing to said Work to be done, or any person who performs work or labor upon the same, or any person, company, corporation or entity who supplies both work and materials therefor, shall have complied with the provisions of said laws, then said Surety will pay in full the same in an amount not exceeding the sum hereinabove set forth and also will pay, in case suit is brought upon this bond, a reasonable attorney's fee, as shall be fixed by the Court. This bond shall inure to the benefit of any and all persons named in Section 9100 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

PROVIDED, that any alterations in the WORK to be done or the materials to be furnished, or changes in the time of completion, which may be made pursuant to the terms of said Contract Documents, shall not in any way release said CONTRACTOR or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract Documents release either said CONTRACTOR or said Surety, and notice of such alterations or extensions of the Agreement is hereby waived by said Surety.

IN WITNESS WHEREOF, the Principal and the Surety have executed this instrument in duplicate this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Principal

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

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

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

(\_\_\_\_\_) \_\_\_\_\_  
Telephone Number

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

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

**ALL SIGNATURES MUST BE NOTARIZED. POWER OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.**

## SCOPE OF WORK

### INTENT

The work to be done consists of furnishing all labor, materials, methods and processes, implements, tools, equipment, incidentals and machinery except as otherwise specified, which are necessary and required to complete the contract in a satisfactory and workmanlike manner.

The intent of the plans and specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the best quality are to be used.

### CHANGES AND EXTRA WORK

Changes and extra work shall be in accordance with Section 4-1.05, Changes and Extra Work, of the Standard Specifications.

The Engineer reserves the right to make such alterations, deviations, additions to or omissions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of the work or to omit any items or portion of the work, as may be deemed by the Engineer to be necessary or advisable, and to require such extra work as may be determined by the Engineer to be necessary for the proper completion or construction of the whole work contemplated.

When special conditions arise, such as mitigation of unforeseen conditions or additional work, the work shall be negotiated as "extra work" in accordance with the Standard Specifications. Approved Change Orders shall describe the changes or extra work, contract time adjustments and payment basis for such work as applicable. Change Orders are valid contract amendments when approved and signed by the City and Contractor. All changes and extra work must be negotiated and approved before the work is performed.

The City may require the Contractor to work outside approved construction hours noted in Part IV, Construction Procedure. For work done during these times, when required by the City, payment to the Contractor may be adjusted per General Prevailing Wage Rate provisions.

### CLEANUP

All work sites shall be kept as clear of equipment, material and waste material as is practicable at all times. The City of Sand City and/or government Representative shall make the determination that this requirement is being complied with.

If the City is required to provide cleanup of the work sites due to failure of the Contractor to so provide, or in case of emergency, the City shall charge the Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

Upon completion and before making application for acceptance of the work, the Contractor shall clean the street and/or other areas of work, and all ground occupied by him in connection with the work, of all rubbish, excess materials, temporary structures, and equipment, and all parts of the work shall be left in a neat and presentable condition.

## CONTROL OF WORK

### CONTRACT COMPONENTS

These specifications, the plans 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 cooperative, to describe, and to provide for a complete job.

Shop drawings required by the plans, specifications or the Engineer shall be furnished by the Contractor and approved by the Engineer before any work relating to the shop drawings is performed unless approval is waived in writing by the Engineer.

It is mutually agreed that shop drawing approval by the Engineer does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of the shop drawings with the approved plans, specifications and site conditions.

Submittal review and approval by the Engineer does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications.

All authorized alterations affecting the requirements and information given on the approved plans and specifications shall be in writing. No changes shall be made on any plan, specification or drawing after the same has been approved by the Engineer, except by direction of the Engineer.

In the event of discrepancy, written dimensions shall take precedence over scaled dimensions.

### ENGINEER'S AUTHORITY

The Engineer shall respond to any and all inquiries as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all inquiries as to the interpretation of the plans and specifications; all inquiries as to the acceptable fulfillment of the contract on the part of the Contractor; and all inquiries as to claims and compensation. The Engineer's response shall be final and the Engineer shall have executive authority to enforce and make effective such responses.

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the plans and specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer. Responses to RFI's shall be in writing and deemed part of the contract documents. Contractor shall comply with response explanation or interpretation so far as may be consistent with the intent of the plans, specifications and amendments thereto.

In the event of doubt or question relative to the true meaning of the plans and specifications, reference shall be made to the City Manager, or his/her designee, whose decision thereon shall be final.

### ASSIGNMENT

The contract may be assigned only upon the written consent of the City Council.

### SUBCONTRACTING

Any Proposed substitution of subcontractors must comply with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code §4100, et seq.

The Contractor shall give his personal attention to the fulfillment of the contract and shall keep the work under his control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract, plans and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

#### REPRESENTATIVE

The Contractor shall assign a representative per Section 5-1.16, Representative, of the Standard Specifications and submit contact information (name, telephone number) to the City of Sand City Engineering Division. If the after-hours representative is different than the on-site representative, provide contact information for both.

The Contractor shall be constantly on the work during its progress or shall be represented by a foreman who is competent to receive and carry out instructions which may be given by the proper authorities, and the Contractor shall be held liable for the faithful observance of any lawful instructions of the Engineer not in conflict with the contract, and which may be delivered to the Contractor, contractor's superintendent, foreman, or other representatives on the work. If the Contractor believes the Engineer's instructions are in conflict with the contract, the Contractor shall immediately bring it to the attention of the Engineer in writing.

#### EQUIPMENT

While certain sections of these specifications may provide that equipment of a particular size and type is to be used to perform portions of the work, it is to be understood that the development and use of new or improved equipment is to be encouraged.

The Contractor may request, in writing, permission from the Engineer to use equipment of a different size or type in place of the equipment specified.

The Engineer, before considering or granting such request, may require the Contractor to furnish, at Contractor's expense, evidence satisfactory to the Engineer that the equipment proposed for use by the Contractor is capable of producing work equal to, or better than, that which can be produced by the equipment specified.

#### PROPERTY AND FACILITY PRESERVATION

Attention is directed to Section 5-1.36, Property and Facility Preservation, Section 7-1.05, Indemnification and Section 7-1.06, Insurance, of the Standard Specifications. Due care shall be exercised to avoid injury to existing street improvements or facilities, utility facilities, adjacent property, roadside trees and shrubbery that are not to be removed.

The Contractor shall be held responsible for any damages to existing streets, highways, roads, driveways, sidewalks, curbs, gutters, utilities, other public facilities or private property caused by Contractor's operations. Where the work calls for cutting into or disturbing existing materials, the Contractor shall patch or repair the existing area to a neat, finished product. This shall include touch up or repair of the existing which was disturbed, and repair to the same structural capacity as the existing facility or better.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefor.

#### POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Potential claims and dispute resolution shall be in accordance with Section 5-1.43, Potential Claims and Dispute Resolution, of the Standard Specifications.

### CONTRACTOR'S RESPONSIBILITY FOR WORK

All work which is defective in its construction or deficient in any of the requirements of the plans and specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill the contract as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked or approved by the Engineer and accepted or estimated for payment.

All work done beyond the lines and grades shown on plans or established by the Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed. The cost of removing, replacing, or repairing said defective or unauthorized work may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

Until the formal acceptance of the work by the City (as constituted by the filing of the Notice of Completion), the Contractor shall have the charge and care thereof and shall bear the risk of injury 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 Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by the acts of the federal government or the public enemy.

Should the City elect to occupy a project before acceptance, the City will issue a Notice of Substantial Completion designating those portions of the work that will be occupied or utilized. Contractor shall be relieved from maintenance and from the responsibility of injury and damage to this work. However, any guarantees will not begin until acceptance of the entire project, and the Contractor shall retain responsibility for making good defective work or materials.

### EMPLOYEES

All workmanship shall be fully up to the highest standard of modern construction and practice. The employment of labor shall comply with the prevailing local labor conditions and the Contractor shall employ only competent, careful, orderly persons upon the work. If at any time it shall appear to the Engineer that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders and instructions, such person shall be immediately discharged and not again employed upon the work.

### CONTROL OF MATERIALS

#### GENERAL

The Contractor shall furnish without charge such samples of materials and tests of materials as are required by the plans, specifications or the Engineer. No material shall be used until it has been approved by the Engineer.

All tests of materials ordered by the Engineer and made by the Contractor shall be made in accordance with



commonly recognized standards of national organizations, and such special methods of tests as are prescribed in the plans and specifications.

All materials not conforming to the requirements of the plans and specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer. No rejected materials, the defects of which have been subsequently corrected, shall be used until approved in writing by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material. The cost of removing, replacing or repairing said defective or unauthorized material may be deducted from any monies due and owing the Contractor but said right of set-off shall be an alternative and not the sole remedy of the City.

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of a manufacturer and his catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, provided that the burden of proof as to the quality and suitability of alternatives shall be upon the Contractor who shall furnish, at the contractor's expense, all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and that decision shall be final.

#### MATERIAL SOURCE

At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work, for testing or examination by the Engineer.

#### QUALITY

Except as otherwise provided, sampling and testing of all materials, and the laboratory methods and testing equipment required under the plans and specifications shall be in accordance with the latest requirements of the State of California, Department of Transportation, Office of Materials Engineering and Testing Services. Sampling and testing of materials not covered by CalTrans specifications and not otherwise provided for, shall be in accordance with the latest Test Methods and Standards of the American Society for Testing and Materials (ASTM).

#### GUARANTEE

All materials supplied and all work done under this contract shall be guaranteed by the Contractor for a period of one (1) year from the date of formal acceptance by the City of Sand City. Upon receipt of notice from the Engineer of failure of any part of the guaranteed materials during the guarantee period, the affected parts shall be replaced promptly and at the expense of the Contractor.

The Contractor shall maintain the performance bond (See Part IV, Contract Bonds) in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount including adjustments or the original performance bond, whichever is greater.

## LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

### LAWS

The Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Sand City 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.

All work shall comply in every respect with all the governing laws, regulations, and ordinances of the City of Sand City, which shall be considered for the purpose of contract to which the plans and specifications refer, a part thereof. The Contractor shall give to the proper authorities all necessary notices relative to the work, and shall obtain and pay for all such permits, licenses, notices, inspections, or tests required as part of the contract price. All permits issued by the City for work done under this contract shall be issued at no charge.

All bidders and contractors shall be licensed in accordance with the laws of this State, specifically the provisions the Business and Professions Code, Division 3, Chapter 9. Any bidder or contractor not so licensed is subject to the penalties imposed by such laws. In accordance with the requirements in Public Contract Code Section 10164, in all contracts where Federal funds are involved, the Contractor shall be properly licensed at the time the Contract is awarded.

### NONDISCRIMINATION

The Contractor shall comply with Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform Work under the contract.

### LABOR CODE

In accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, and 1771.4 of the Labor Code, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by that chapter of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code.

An inadvertent error in listing a subcontractor that is not registered shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any one of Section 1771.1(c)(1)-(3) applies. Failure of a listed subcontractor to be registered shall be grounds for the contractor to substitute a registered subcontractor for the unregistered subcontractor. The City shall not accept any bid, nor shall the City or bidder enter any contract or subcontract, without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5 of the Labor Code. The prime contractor shall post job site notices, as required by Section 1771.4(a) (2) of the Labor Code and regulations. The prime contractor shall submit records to the Labor Commissioner, as required by Sections 1771.4(a) (3), 1771.4(c) (2), and 1776 of the Labor Code.

## WAGES

Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code, and Section 12.18.060 of the Sand City Municipal Code, on all public works construction contracts exceeding twenty-five thousand dollars (\$25,000) and all public works contracts for alteration, demolition, repair or maintenance work exceeding fifteen thousand dollars (\$15,000).

The Contractor and any subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1775, the Contractor and any subcontractor under the Contractor shall forfeit to the State or political subdivision on whose behalf a contract is awarded a penalty of not more than two hundred dollars (\$200), or such other amount as may be amended from time to time by the Department of Industrial Relations, for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the Work or craft in which the worker is employed for any public (City) Work done under the contract by the Contractor or by any subcontractor under the Contractor in violation of the requirements of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the Contractor or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or subcontractor had knowledge of the obligations under the Labor Code. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor. If a worker employed by a subcontractor on a public works (City) project is not paid the general prevailing per diem wages by the subcontractor, the prime contractor of the project is not liable for the penalties described above unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

1. The contract executed between the contractor and the subcontractor for the performance of Work on the public works (City) project shall include a copy of the requirements in Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.
2. The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.
3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for Work performed on the public works (City) project.
4. Prior to making final payment to the subcontractor for Work performed on the public works (City) project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on the public works (City) project and any amounts due pursuant to Section 1813 of the Labor Code.

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement shall notify the Contractor on a public works (City) project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works (City) project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the City did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate

of per diem wages, the contractor shall withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor shall pay any money retained from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works (City) project, whichever occurs later, the Contractor shall pay all moneys retained from the subcontractor to the City. These moneys shall be retained by the City pending the final decision of an enforcement action.

Pursuant to the requirements in Section 1773 of the Labor Code, the City has obtained the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in Section 1773.8 of the Labor Code, apprenticeship or other training programs authorized by Section 3093 of the Labor Code, and similar purposes) applicable to the Work to be done, for straight time, overtime, Saturday, Sunday and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned.

The general prevailing wage rates and any applicable changes to these wage rates are available at the City of Sand City, City Hall, Sand City, CA, (831-394-3054). General prevailing wage rates are also available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

The wage rates determined by the Director of Industrial Relations for the project refer to expiration dates. Prevailing wage determinations with a single asterisk after the expiration date are in effect on the date of advertisement for bids and are good for the life of the contract. Prevailing wage determinations with double asterisks after the expiration date indicate that the wage rate to be paid for Work performed after this date has been determined. If Work is to extend past this date, the new rate shall be paid and incorporated in the contract. The Contractor shall contact the Department of Industrial Relations as indicated in the wage rate determinations to obtain predetermined wage changes. Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates shall be posted by the Contractor at a prominent place at the site of the Work.

Changes in general prevailing wage determinations which conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations at least ten (10) days prior to the date of the Notice Inviting Bids for the project.

The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining the bid, and will not under any circumstances be considered as the basis of a claim against the City on the contract. The Contractor shall make travel and subsistence payments to each workman, needed to execute the Work, in conformance with the requirements in Labor Code Section 1773.8.

#### CERTIFIED PAYROLL RECORDS

The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

#### APPRENTICES

The Contractor and subcontractors shall comply with the provisions in Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor and each subcontractor should, where some question exists, contact the Division of

Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of Work on the contract. Responsibility for compliance with this section lies with the Contractor. It is State and City policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

### WORKING HOURS

Eight hours labor constitutes a legal day's Work. The Contractor or any subcontractor under the Contractor shall forfeit, as a penalty to the State of California, twenty five dollars (\$25) or such other amount as may be amended by the Department of Industrial Relations from time to time for each worker employed in the execution of the contract by the respective Contractor or subcontractor for each calendar day during which that worker is required or permitted to Work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the requirements of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that Work performed by employees of Contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half times the basic rate of pay, as provided in Section 1815 thereof.

### OCCUPATIONAL SAFETY AND HEALTH STANDARDS

The Contractor shall conform to all local, state and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an OSHA poster in a conspicuous location as required by law.

### EXCAVATION SAFETY

Per California Labor Code Section 6500, Contractor shall possess a valid Construction Activity Permit for construction of trenches or excavations which are five (5) feet or deeper and into which a person is required to descend. When trenches or excavations five (5) feet or deeper are anticipated as part of the contract, Contractor shall possess a valid permit at the time of bidding and for the life of the contract. Contractor shall furnish copies of valid permits to the City Engineer. When required in Part I, Notice to Contractors, Contractor must provide evidence of a current T1 Annual Trench/ Excavation Permit at the time of bidding.

Contractor shall comply with California Labor Code Section 6705 which provides that prior to the commencement of excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit to the Engineer a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

Plans must be submitted to the Engineer at least five (5) working days prior to the commencement of excavation. If said plans are not submitted five (5) days prior to the commencement of said excavation, the City shall not be liable to Contractor for any delay in work caused by delinquent submission of said plans.

Trenching of more than four (4) feet below the surface shall require the Contractor to promptly notify the Engineer if unknown hazardous wastes, subsurface or latent physical site conditions different from those indicated or unusual site conditions are encountered, and inform the City as to its duty to investigate those conditions. The Contractor may file for a change order for any conditions different from those indicated.

### PUBLIC CONVENIENCE AND PUBLIC SAFETY

Attention is directed to Section 7-1.03, Public Convenience, and Section 7-1.04, Public Safety, of the Standard

Specifications for the provisions relating to the Contractor's responsibility for providing for the convenience and safety of the public in connection with his operations. Standard Specifications are on file in the office of the City Engineer.

Contractor is to notify the Engineer of the start date and construction schedule at least nine (9) calendar days prior to the planned start of construction unless otherwise noted in Part IV.

The Contractor shall conduct his operations as to cause the least possible inconvenience to public traffic. The Contractor shall provide traffic control devices or personnel where necessary in conformance with good traffic safety standards. The Contractor shall provide sufficient warning signs or devices to give adequate notice to the public of dangerous or changed conditions existing during construction.

The City Engineer shall determine the adequacy of said devices and, in cases of dispute, his determination shall be final.

If the City is required to provide traffic direction, signs or devices, due either to failure of the Contractor to so provide or in case of emergency, the City shall charge Contractor the actual cost of labor and materials and may deduct said costs from any monies due and owing the Contractor.

#### WORKER'S COMPENSATION

Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

#### PATENTS

If any material, composition, process, method of construction or any other thing called for or required by the plans and specifications or used in the work is covered by letter patent, all royalties and expenses thereof, all litigation thereupon, or anything whatsoever which may develop as a cost from the use of such materials, composition, process, method, or any other thing which is covered by letter patent, shall be borne by the Contractor.

#### RIGHT OF PROPERTY

Nothing in the contract shall be construed as vesting the Contractor with any right of property in the materials furnished and used in the work herein provided for after they have been attached to the work and have become an integral portion of the work herein provided. All such materials shall, upon their becoming an integral part of the work herein provided, be, and remain, the property of the City of Sand City.

#### INCREASED FORCE

In case of emergency involving danger to life or property, continuous work with increased force may be required by the Engineer.

#### LIABILITIES

Right of general supervision by the City shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

#### PROSECUTION AND PROGRESS

## GENERAL

If at any time in the opinion of the Engineer, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing shall be served upon the Contractor. Should the Contractor neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the Engineer in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City may designate.

Upon such suspension, the Contractor's control shall terminate, and thereupon the Engineer or duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery and appliances, tools, and equipment and buy or rent such additional materials and supplies at the Contractor's expense as may be necessary for the proper construction of the work and for the completion thereof; or may employ other parties to carry the contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for in such manner as the City may deem proper; or the City may annul and cancel the contract and re-let the work or any part thereof.

Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all money due the Contractor or retained under the terms of this contract shall be forfeited to the City, but such forfeiture will not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided, and the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Manager shall be binding on all parties to the contract.

## SUSPENSIONS AND DELAYS

Suspensions of work and delays shall be in accordance with Section 8-1.06, Suspensions, and Section 8-1.07, Delays, of the Standard Specifications.

The Engineer shall have the authority to suspend the work wholly or in part, for such period as the Engineer may deem necessary due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as the Engineer may deem necessary due to the failure on the part of the Contractor to carry out Engineer's orders given or to perform any provisions of the work. The Contractor shall immediately obey such order of the Engineer and shall not resume work until ordered in writing by the Engineer.

Any act of, or any omission of anything required to be done by the City, its officers, agents or employees which shall cause the Contractor delay in the completion of the work shall be a ground for extension of time on the part of the Contractor to complete the work but shall not grant the Contractor any monetary damages for such delay.

## RIGHTS OF WAY

Rights-of-way or easements for work to be constructed will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights-of-way or easements unless otherwise especially provided. In the event of delay on the part of the City, its officers, agents

or employees in obtaining any such rights-of-way or easements for the work to be constructed, then the Contractor shall have time for the completion of his contract for the period or periods caused by such delay or delays but shall have no damages against the local entity, its officers, agents or employees.

## PAYMENT

### GENERAL

Attention is directed to Section 9, Payment, of the Standard Specifications on file in the office of the City Engineer, the provisions of which shall govern unless other and conflicting provisions are set forth in these specifications and/or the plans.

The City pays for the Contractor furnishing the resources and activities to complete the work. The Contractor shall accept the City's payment as full compensation for furnishing the resources and activities, including, but not limited to all labor, materials, tools, equipment, taxes and incidentals necessary to complete the work and for performing all work contemplated, and embraced under the contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the formal acceptance by the City, and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified, and for completing the work according to the plans and specifications.

The City shall not be obligated to process any payment request until thirty (30) calendar days after receipt of a correct, complete and undisputed progress payment request or sixty (60) calendar days after receipt of a correct, complete and undisputed final payment request. Payments not made within the specified time periods are subject to an interest rate of two percent (2%) per month. A payment request shall not be deemed complete unless all related documentation has been supplied and verified, and all related contract requirements have been satisfactorily met.

### PROGRESS PAYMENTS

The Contractor may, once each month, make an estimate in writing of the total amount of work done to the time of such estimate and the value thereof, and request payment for that work.

Upon approval of the progress payment request, the Engineer shall cause to be paid to the Contractor the progress payment, after deducting therefrom all previous payments and all sums to be withheld or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in the judgment of the Engineer, the total value of the work done since the last estimate amounts to less than one thousand dollars (\$1,000.00).

Except as set forth in the following paragraph, the Engineer shall retain from all progress payments five percent (5%) of the value of the materials so estimated to have been furnished and delivered and unused, or furnished and stored as aforesaid, as part security for the fulfillment of the contract by the Contractor. The Engineer shall also retain five percent (5%) of the value of all work done. In addition to the retentions and as provided in Part IV, *infra*, the City may deduct from each progress payment an amount necessary to protect the City from loss because of liquidated damages that have accrued as of the date of the application for payment.

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing approved securities of equivalent value with the City or in an escrow account with an approved bank in accordance with the provisions of Section 4590 of the Government Code. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director, whose decision on valuation of the securities shall be final.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.



#### PAYMENT AFTER CONTRACT ACCEPTANCE

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when the work is found to be acceptable under the contract and the contract fully performed, the Engineer shall file a Notice of Completion.

Final payment, including all sums withheld or retained as herein before specified as partial security for the fulfillment of the contract, shall be paid by the City within 60 days after the filing of the Notice of Completion.

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*[ Use this page when needed to ensure Part III begins on an odd numbered page ]*

## WEST BAY STREET COASTAL ACCESS REPAIR PROJECT

### PART IV: SPECIAL PROVISIONS

#### GENERAL

The work, in general, consists of **roadway and park improvements**. The work shall include, but not be limited to, *the demolition of existing park play equipment, walkways, timber steps, tables, concrete retaining walls and pads, fencing, concrete curbs, gutters, sidewalks, driveways, asphalt pavement, signs, striping, and related features and the construction of new park play equipment, walkways, timber steps, tables, concrete retaining walls and pads, fencing, engineered wood fiber, asphalt concrete pavement, aggregate base, widening and rehabilitation including hot mix asphalt, overlays, seals, concrete curbs, gutters, sidewalks, ramps, driveways, and cross gutters, signage and striping, accessible parking and minor drainage improvements.*

#### PLANS AND SPECIFICATIONS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work. The work embraced herein shall be done in accordance with the appropriate provisions of the Standard Specifications insofar as the same may apply, and in accordance with the specifications and plans. In case of conflict between the **Standard Specifications, Standard Plans,** and these **Special Provisions** and the **Plans,** the order of precedence shall be as follows:

**Special Provisions** shall take precedence over **Plans** and the **Plans** shall take precedence over **Standard Specifications** and **Standard Plans.** These **Special Provisions** shall also take precedence over conflicting portions of the "General Provisions, Part III" of these project specifications.

#### CONTRACT BONDS

For Bid Bond requirements, see Part I, Bid Bond, of these Specifications.

The Contractor, at the time of signing and executing the contract, shall execute and file with the City a performance bond to the satisfaction and approval of said City, in a sum of not less than one hundred percent (100%) of the amount of the contract conditional upon the faithful performance of the contract. For additional information, see Guarantees elsewhere in these specifications.

The Contractor, at the time of signing and executing any contract in excess of twenty-five thousand dollars (\$25,000), shall execute and file with the City a payment bond (public works labor and materials bond) to the satisfaction and approval of said City, in a sum of one hundred percent (100%) of the amount of the contract in accordance with Public Contract Code §9550 et seq.

All bonds must be signed by principal(s) of the Contractor. All required signatures on the bond must be notarized. The surety's Attorney-in-Fact must sign all copies of the bonds, impress or affix the corporate seal on each copy, and provide one current copy of the Power of Attorney for the Attorney-in-fact.

The surety shall be an admitted carrier in California with a valid surety license and possess a minimum rating from A. M. Best Company of A-VII. The Surety and /or co-sureties must be listed as an acceptable surety on federal bonds by the United States Department of the Treasury, subject to the maximum amount shown in the listing. If co-sureties are used, their bonds shall be on a joint and several basis.

Please refer to Part III, Page 3, for sample bond forms.

Notwithstanding the above, the Contractor may substitute adequate securities for any bond called for under the provisions of these Specifications as set forth in Public Contracts Code Section 22300. Alternate security substitutions shall be submitted to the City no later than ten (10) days after written notice that a contract has been awarded to the contractor to allow processing and escrow agreement for in lieu security.

The Contractor shall submit the contract with his signature affixed thereto, required bonds or alternate security

and evidence of insurance that conforms to the contract within fifteen (15) calendar days after written notice that a contract has been awarded to him.

The Contractor shall maintain the performance bond in full force and effect during the guarantee period for the purpose of insuring that said repairs or replacements will be made, or may, at the Contractor's option, replace said performance bond for a similar bond in the amount of twenty percent (20%) of the total contract amount, including adjustments, or the original performance bond, whichever is greater.

### **TIME LIMITS**

Within fifteen (15) calendar days after written notice that a contract has been awarded (Notice of Award), the Contractor shall submit two (2) signed original contracts, required bonds or alternative security, evidence of insurance that conforms to the contract, and City of Sand City Business License or evidence of application for said license.

A Notice to Proceed will be issued upon receipt of the foregoing documents. The Contractor shall begin work within fourteen (14) calendar days after the effective date of the Notice to Proceed.

The Contractor shall diligently prosecute the contract to completion on or before the expiration of **80 calendar days** from the effective date of the Notice to Proceed.

### **LICENSES AND PERMITS**

Prior to the execution of any contractual agreements, the successful Bidder shall obtain a City of Sand City Business License, and all applicable permits (except Coastal Zone Conservation permits) for construction.

City permits shall be issued at no charge.

Contractor shall be required to obtain and hold a Public Works Permit (Encroachment Permit) and/or Building Permit from the Building Permit and Inspection Division. Contractor shall provide a copy of the completed permit(s) to the Engineering Division no later than three (3) days prior to the start of construction. The permit application fee(s) shall be waived. Where applicable, the City shall submit permit applications.

### **SITE INSPECTION**

It shall be the Contractor's responsibility to inspect the site and become thoroughly familiar with all aspects of the work to be done.

The submission of a bid shall be conclusive evidence that the Bidder has investigated the site and is thoroughly satisfied as to the conditions to be encountered, as to the character, quality, and scope of the work to be performed; the quantity of materials to be furnished; and as to all the requirements of these specifications.

It shall be the Contractor's responsibility to be aware of surface and subsurface drainage conditions that may exist at the site. The Contractor is further responsible for work necessary to rectify any resulting drainage problems; labor, materials, equipment, and incidentals necessary to achieve the solution shall be borne by the Contractor.

### **SUBMITTALS**

The review of submittals and approval thereof by the City does not relieve the Contractor from compliance with the requirements and intentions of the plans and specifications to which the submittals pertain.

#### **Submittal Format:**

1. Contractor shall submit individually bound copies of all submittals and revised submittals to the City's construction manager. A minimum of two (2) copies shall be submitted unless otherwise directed. Submittal submission may be done in pdf form via email.

2. All submittals shall have a cover sheet containing the following:
  - a. Submittal date, submittal number and submittal revision number (as applicable),
  - b. City project name,
3. Each submittal item shall clearly identify the specification section(s) and paragraph(s) for which the submittal item pertains to.
4. Contractor is not guaranteed a specific review time period. If Contractor requires a quick submittal turnaround of specific submittal items, Contractor must indicate which submittal items require a quick turnaround by attaching a memo to the submittal indicating such and the requested turnaround period. The City shall make every effort to meet the requested review period.
5. Contractor shall place orders for all materials or equipment in time to prevent any delays to the construction schedule or project completion. If any materials or equipment are not ordered in a timely fashion, any additional charges made by equipment manufacturers and/or suppliers to complete the manufacturer and/or delivery in time to meet the construction schedule or project completion, together with any special handling charges shall be borne by the Contractor.

Submittal Content and Product Data:

1. Contractor shall review and accept submittals prior to submission.
2. Submittals shall contain all required information such as shop drawings, product data, etc.
3. Each submittal item shall be identified by manufacturer, brand name, trade name, model number, size, rating and additional information as is necessary to properly identify and verify the materials and equipment. The phrase "as specified" is not considered sufficient.
4. Where possible, submittal information shall be limited to the specific item being submitted. In the event multiple materials or equipment are described in one submittal, Contractor shall clearly identify the pertinent information being submitted on.
5. Accessories, controls, finish, etc. not required to be submitted or identified with the submittal shall be furnished and installed as specified.

**CONSTRUCTION SURVEYS**

Construction surveys, when required, shall be provided by and paid for by the contractor and no additional compensation shall be made.

All distances and measurements are given and will be made in a horizontal plane. Grades will be given from the top of stakes or nails, unless otherwise noted.

Finished surfaces in all cases shall conform to the lines, grades, cross-sections and dimensions shown on the approved plans and specifications. Deviations from the approved plans and specifications must be approved by the Engineer and authorized in writing.

The Contractor shall give at least seventy-two (72) hours' notice in writing to the Construction Manager when construction stakes will be required.

Such stakes or marks will be set by the Engineer as he or she determines to be necessary to enable the Contractor to establish the lines and grades required for the completion of the work specified in the Standard Specifications, Plans and Specifications. This staking will include one set of stakes or marks at about twenty-five feet on center (25' O/C) which shall be used for excavation, filling, and alignment of improvements.

The Contractor shall preserve all stakes and points set for lines, grades, or measurement of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

The City shall be given the opportunity to check forms for line and grade prior to any concrete being placed.

### **PROTECTION OF PRIVATE PROPERTY**

Private property grounds and facilities, if damaged or removed because of the Contractor's operations, shall be restored or replaced to same or better than the original condition and located in the same position and alignment as is reasonably possible. Contractor shall comply with the applicable portions of Section 5-1.36, "Property and Facility Preservation", Section 7-1.05, "Indemnification", and Section 7-1.06, "Insurance" of the Standard Specifications.

### **CONSTRUCTION QUALITY CONTROL**

#### Definitions

**Quality Management (QM)** - All control and assurance activities instituted to achieve the product quality established by the contract requirements.

**Contractor Quality Control (CQC)** - The construction contractor's system to manage, control, and document contractor's, suppliers', and subcontractor's activities to comply with contract requirements.

#### Contractor Responsibility

General: The Contractor shall establish and maintain an effective quality control system in compliance with the Plans and Specifications. The quality control system shall consist of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction, and operations which comply with contract requirements. The system shall cover construction operations both onsite and offsite, and shall be keyed to the proposed construction sequence.

#### The Quality Control Plan

Quality Control Plans and Procedures.

The Contractor will be required to prepare a Quality Control Plan. This plan shall include, as a minimum, the following:

1. A description of the quality control procedures, including a chart showing lines of authority and acknowledgement that the Contractor shall implement the control system for all aspects of the work specified and shall report to the project manager or someone higher in the Contractor's organization.
2. The name, qualifications, duties, responsibilities, and authorities of each person assigned a QC function.
3. A copy of the letter to the Engineer signed by an authorized official of the firm which describes the responsibilities and delegates the authority to implement the QC plan shall be furnished.
4. Procedure for scheduling and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents.
5. Control testing procedures for each specific case. Note that in the case of federally-funded projects, QA/QC testing must be performed by the city by a Caltrans-certified lab.
6. Reporting procedures including proposed reporting formats.

## QC Plan Implementation

1. Preconstruction Conference. During the pre-construction conference, a mutual understanding of the CQC system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's management with the Engineer's inspection. Minutes of the conference shall be prepared by City staff, and be signed by both the Contractor and the Engineer. The minutes shall become a part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understandings.
2. General. After issuance of the Notice to Proceed, and prior to the start of construction, the Contractor shall furnish, for acceptance by the Engineer, the Contractor Quality Control (CQC) Plan with which he proposes to implement the requirements of Contract Clause entitled "Construction Quality Control". The plan shall identify personnel, procedures, instructions, records, and forms to be used. If the Contractor fails to submit an acceptable QC plan within the time herein prescribed, the Engineer may refuse to allow construction to start if an acceptable interim plan is not furnished.
3. Control of Materials, Tests, and Inspections. As listed below, and noted elsewhere in the specifications but not limited to the following items, the Quality Control Plan will include the dates for the Contractor to furnish certificates for product, or product test compliance, shop drawings or catalog cuts and requests for inspection or review.
  - a. Tests and Inspections:
    - Sub-grade compaction
    - Aggregate placement and compaction
    - Forms Placement
    - Trench backfill and bedding
    - Reinforcing bar placement
    - Fill Material (if applicable)
    - Pipe placement
    - Lateral Connections
    - Welding
    - High Strength Fasteners and Bolts
    - Epoxy
    - Fire Proofing
    - Street Light Bases
  - b. Materials and Materials Certification:
    - Aggregate Base
    - Hot Mix Asphalt/Asphalt Concrete
    - Concrete
    - Catch Basin and Manhole Casting
    - Reinforcing Bar
    - Pipe Material
    - Trench backfill material
    - Lumber
    - RC pipe
    - Slurry backfill
  - c. Daily Reports

The Contractor shall provide copies of daily reports which describe the work performed, weather conditions, personnel and equipment on site, and quality control activities performed.

The Contractor will not be paid for work prior to Engineer reviewing and accepting daily reports for the period of time payment is requested.

4. Acceptance of Plan. Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Engineer reserves the right to require the Contractor to make changes in the CQC plan and operations as necessary to obtain the quality specified.
5. Notification of Changes. After acceptance of the QC plan, the Contractor shall notify the Engineer in writing of any proposed change. Proposed changes are subject to acceptance by the Engineer.
6. Testing and Certification. The Contractor shall pay for all tests and inspections as required by the Plans and Specifications. The Contractor shall furnish certification of materials being used, upon request of the Engineer, without additional charge.

### **GUARANTEE**

Materials and labor guarantees shall be per Part III of these specifications. All warranty shall be to the satisfaction of the City. Final payment will not be released without submission of warranties.

### **REGULATIONS**

The Contractor and all subcontractors shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work, safety and hiring/employment practices. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the regulations and codes set forth herein which include, but are not limited to the following:

1. Americans with Disabilities Act (ADA) accessibility and employment standards. In the event of conflicting federal and state standards, the standard that provides greater access will take precedence.
2. Sand City Municipal Code, as amended,
3. California Building Code, latest edition as adopted by the City of Sand City,
4. California Electrical Code, latest edition as adopted by the City of Sand City,
5. California Mechanical Code, latest edition as adopted by the City of Sand City,
6. California Plumbing Code, latest edition as adopted by the City of Sand City,
7. California Green Building Standards Code, latest edition as adopted by the City of Sand City,
8. California Historic Building Code, latest edition as adopted by the City of Sand City,
9. California Occupational Safety and Health Administrative Code, latest edition,
10. California Government Code Section 4216, Protection of Underground Infrastructure,
11. National Fire Protection Associations NFPA 1 Fire Code, latest edition,
12. The California Labor Code,
13. Federal Water Pollution Control Act (Clean Water Act), and,
14. Porter-Cologne Water Quality Control Act (California Water Code Section 13000 et seq.).

### **PUBLIC SAFETY AND PROTECTION OF THE WORK**

The Contractor shall furnish, erect and maintain such fences, barricades, guards, lights and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No



separate payment shall be made for such work. If in the opinion of the Engineer, adequate barricades or warning devices are not maintained by the Contractor, the City may furnish and erect same and charge the Contractor therefor. Attention is directed to Sections 7-I.03 "Public Convenience" and 7-I.04, "Public Safety", of the Standard Specifications published by the State of California Department of Transportation.

### **INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by City), protect and hold harmless, the City of Sand City, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the City, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the City of Sand City.

Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the City from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify City for damage to or loss of City property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests, or invitees; excepting such damage or loss arising out of the negligence of the City.

### **INSURANCE**

Contractor shall procure and maintain for the duration of the contract, *and for [#x] years thereafter*, the insurance as required by the Public Works Contract attached hereto against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

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

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (**ISO CG 25 03 or 25 04**) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **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.

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction

coverage. Such coverage shall **name the Entity as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the Entity, 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 Entity's site.

5. **Surety Bonds** as described in Part III.

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

SELF-INSURED RETENTIONS

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

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or **both CG 20 10, CG 20 26, CG 20 33, or CG 20 38**; and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13** as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

CLAIMS MADE POLICIES

If any coverage required is written on a claims-made coverage form:

- a) The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- c) 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, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- d) A copy of the claims reporting requirements must be submitted to the Entity for review.

- e) If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### ACCEPTABILITY OF INSURERS

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

#### WAIVER OF SUBROGATION

**Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

#### VERIFICATION OF COVERAGE

Contractor shall furnish the Entity with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

#### SUBCONTRACTORS

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

#### SPECIAL RISKS OR CIRCUMSTANCES

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

#### **RESOLUTION OF CONSTRUCTION CLAIMS – ALL CONTRACTOR CLAIMS**

**Applies to ALL Contractor Claims for Time Extension, Payment Not Expressly Provided for, and Payment of Disputed Amounts (Public Contract Code §9204)**

1. The following provisions applies to contracts entered into on or after January 1, 2017.
2. In accordance with Section 9204 of the California Public Contract Code, this Section applies to any claim by a contractor in connection with a public works project for:
  - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under a contract for a public works project.
  - b. Payment by the City of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

c. Payment of an amount that is disputed by the City.

3. Upon receipt of a claim pursuant to this section:

- a. The City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the City and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- b. The claim shall be in writing, include reasonable documentation to substantiate the claim as specified in subsection d below, and be accompanied by the following certification:

“CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:

I, \_\_\_\_\_, BEING THE \_\_\_\_\_  
(MUST BE AN OFFICER) OF \_\_\_\_\_ (GENERAL Contractor), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT: I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE CITY IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER LEGAL CONSEQUENCES.”

- c. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by Contract for the filing of claims.
- d. The claim must include actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, re-sequencing or acceleration. Contractor shall provide prompt notification of any disagreement in quantities of work performed along with a detailed accounting by means of a schedule update demonstrating any delays incurred.
- e. If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- f. 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. If the City fails to issue a written statement, paragraph 5 of this section shall apply.

4. Following City's written response:

- a. If the claimant disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

- b. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the 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 claimant sharing the associated costs equally. The City and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
  - c. For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
  - d. Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under [Section 20104.4](#) to mediate after litigation has been commenced.
  - e. This section does not preclude the City from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
5. Failure by the City to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
6. Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
7. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a City because privity of contract does not exist, the contractor may present to the City a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the City shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the City and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
8. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) 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 impair the timeframes and procedures set forth in this section.

### **RESOLUTION OF CONSTRUCTION CLAIMS – CLAIMS UNDER \$375,000**

**Applies to claims under \$375,000 for Time Extension, Payment Not Expressly Provided for, and**

WEST BAY COASTAL ACCESS REPAIR PROJECT

### **Payment of Disputed Amounts (California Public Contract Code §20104 et seq.)**

1. In addition to the provisions of California Public Contract Code §9204 set forth in Section Q above which applies to all construction claims for: a) a time extension; b) payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this Contract which is not otherwise expressly provided for or the Contractor is not otherwise entitled; and c) payment of an amount that is disputed by the City, the following provisions shall also apply to said construction claims of three hundred seventy-five thousand dollars (\$375,000) or less.
  
2. If, following the meet and confer conference set forth in Section Q.4.a. above, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Contractor submits its written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.
  
3. The following procedures are established for all civil actions filed to resolve claims subject to this Section:
  - a. Responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
  
  - b. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
  
  - c. In addition to Chapter 2.5 (commencing with Section 1141.10 of Title 3 of Part 3 of the Code of Civil Procedure (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.
  
  - d. The City shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in this Contract.
  
  - e. In any suit filed under Section 20104.4 of the California Public Contract Code, the City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

### **PRE-CONSTRUCTION CONFERENCE**

Prior to the beginning of any work on this project, a pre-construction conference shall be held at City Hall, San Diego, CA. The date and time of this conference shall be established by the Contractor contacting that office at 831-394-3054 not less than forty-eight (48) hours in advance of the meeting date and time.

An itemized list of materials and equipment the Contractor proposes to use on the project shall be submitted to the City prior to or during the preconstruction conference.

A preliminary project timeline shall be submitted to the City prior to or during the preconstruction conference.

## **LIQUIDATED DAMAGES**

Unless stated otherwise in the Specifications, it is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration or the time limit as set forth in these specifications, damage will be sustained by the City of Sand City and that it is and will be difficult or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Sand City the sum of **Five Hundred dollars (\$500)** per day for each and every day's delay beyond the time prescribed to complete the work or the actual damages ascertained, whichever will be greater; and the Contractor agrees to pay such liquidated damages as herein provided; and in case the same are not paid, agrees that the City of Sand City may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that, in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion of the contract or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment of the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses during the period of such extension, except that the cost of final measurements and preparation of final estimate shall not be included in such charges.

The contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by Acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the Engineer in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive. "Unusually severe weather" means that which is considered outside the normal average for the Monterey area as determined by historical weather records. The Contractor will not receive a time extension for normal or below normal precipitation.

## **CONSTRUCTION PROCEDURE**

An outline of the proposed construction procedure shall be submitted by the Contractor to the Engineer for review and shall obtain his approval before beginning work. The Engineer will be especially interested in:

1. Minimizing any interruption to use of driveways (no more than 4 hour interruption). Any interruption more than 4 hours shall be prearranged with the Engineer. Residence occupant shall be notified with a written notice a minimum of three (3) business days in advance.
2. Adjacent property owners shall be notified with a written notice a minimum of three (3) business days in advance of any construction impacts.
3. Minimizing any interruption to building operations and parking lots. Contractor shall notify the Engineer a minimum of one week in advance of any interruptions to building operations and parking lots.
4. Minimizing any hazard to the general public.
5. Proper handling of hazardous materials.
6. All work will occur between 7 am and 7 pm unless otherwise approved in writing.
7. Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of concrete placement for checking and acceptance of forms by the Engineer prior to concrete placement. Mitigation of concrete placement done without acceptance of forms by the Engineer prior to concrete placement shall be the sole responsibility of the Contractor. The costs of such mitigation shall be borne by the Contractor.

Traffic control requirements cited elsewhere in these Specifications must be considered in the construction procedure submitted to the Engineer.

### **TRAFFIC CONTROL**

Pursuant to the authority contained in Vehicle Code Section 591, the City has determined that within those areas that are within the limits of the project and are open to traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. In accordance with the statement in Vehicle Code Section 591, this section shall not relieve the Contractor or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of the Contractor's equipment and the protection of the public from injury and damage from the Contractor's equipment.

Traffic control shall conform to the provisions of Section 12, "Temporary Traffic Control" of the Standard Specifications and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD) as adopted by Caltrans.

A Traffic Control Plan (TCP) shall be submitted to the Engineer for approval prior to construction and must be applicable to existing site conditions. Contractor shall notify all emergency services, affected residences, affected businesses, and the Engineer's Office (831) 394-3054 a minimum of three (3) business days in advance as to proposed closures and alternate routes available.

The following shall be incorporated into the Traffic Control Plan:

1. Two (2) travel lanes shall be open during non-working hours.
2. At least one (1) travel lane shall remain open during working hours. Flag persons or other appropriate traffic control devices as approved by the Engineer shall be used during periods of one-way travel.
3. Access to driveways shall be left open unless work is actually being performed in areas fronting the driveway. All driveways shall be accessible during non-working hours. See Construction Procedure elsewhere in these specifications.
4. No trench shall be left open during non-working hours.
5. Parking restrictions will be acceptable when and where needed. (All require prior approval of the Engineer).

The following requirements apply to Traffic Control Plans:

1. All Traffic Control Plans shall follow the CA MUTCD Chapter 6. Examples may be found at: [http://www.dot.ca.gov/trafficops/camutcd/docs/2014r3/CAMUTCD2014-Part6\\_rev3.pdf](http://www.dot.ca.gov/trafficops/camutcd/docs/2014r3/CAMUTCD2014-Part6_rev3.pdf)
2. The contractor shall submit a TCP using legible lettering. Show location and dimensions of the work zone, lanes, tapers, parking and any staging areas.
3. Label streets and proposed traffic control area. Show all nearby streets with street names to assure proper orientation.
4. Show all affected sidewalks, crosswalks, bike lanes, driveways and intersections in the construction work zone including areas affected by taper transition.
5. If a sidewalk or path is obstructed, contractor must then submit an ADA compliant pedestrian detour plan in accordance with the CA MUTCD chapter 6D and the Public Rights-of-Way Accessibility Guidelines (PROWAG). Please refer to: <http://www.dot.ca.gov/trafficops/camutcd/docs/2014r3/CAMUTCD2014-Chap6D.pdf>
6. Label all taper lengths and widths, delineator spacing and sign spacing. Indicate location of construction signs, barricades and delineators.



7. Show all parking restriction zones and signs, as appropriate. Telephone the Police Department (831.394.1451) if restricting parking in time-limit or metered zones. Temporary "NO PARKING" signs shall be posted seventy-two (72) hours prior to commencing work.
8. Indicate on the TCP the duration of the construction work, including dates and times.
9. Indicate on the TCP the Contractor's name, address and telephone number. Include the Contractor's during and after hours Representative's contact information (name, telephone number).
10. It is the Contractor's responsibility to assure that all Traffic Control Plans (TCP) and traffic control devices are in compliance with the 2014 CA MUTCD as adopted by Caltrans.

Traffic Control Plans shall contain the following notes:

1. Minimum width of temporary traffic lanes is ten (10) feet clear (from delineator or cone base, not center).
2. The City Traffic Engineer or his representative has the authority to make any field changes to assure public safety.
3. All traffic control devices shall be removed from view when not in use. Signs shall not be facing traffic when not in use.
4. Spacing of channelizing devices shall not exceed twenty-five (25) feet.
5. Any road closure also requires notification be provided to the City of Monterey Fire Department and Sand City Police Department. Notifications may be made at the non-emergency telephone number, 831.646.3914.
6. All temporary traffic delineation (delineators and cones) used shall be a minimum of thirty-six (36) inches tall. Retroreflective bands are required for night time traffic.
7. Any work that disturbs normal traffic signal operations shall be coordinated with the Signal Traffic Technician.
8. The Contractor is responsible for restoring the road back to satisfactory condition including, but not limited to, paving, striping, markings, signs and traffic signal loop detectors within five (5) calendar days of completion of work at affected intersections or road segments.
9. Any work that created an undue safety risk or creates severe congestion may be shut down by the City Traffic Engineer, his/her representative, Field Inspector or Police Department personnel.

The Contractor is to notify residences and/or businesses a minimum of three (3) business days in advance of closing access to any driveways or providing any detours or changes in on-street parking. Notifications shall be in writing.

Contractor shall provide all labor and facilities required for safe and expeditious handling of traffic during the course of construction. Contractor shall provide all flaggers, signs, delineators, and barricades required for traffic control and shall modify or remove same at appropriate times. The Engineer shall be the sole judge as to the adequacy of the Contractor's traffic control measures. If such measures are found to be inadequate by the Engineer, the City may furnish and install same and charge the Contractor therefor.

The Contractor shall, at his/her own expense, construct and maintain in good condition, such detours, detour bridges and temporary crossings for use by the public as deemed necessary or expedient by the Engineer for the proper execution of the work.

The Contractor shall designate a representative who can be reached immediately (24 hours per day) in the

event of traffic control device failures.

### **REMOVAL OF OBSTRUCTIONS**

The Contractor shall remove and dispose of all structures, debris or other obstructions of any character to the construction called for in the plans, specifications, and as required by the Engineer.

If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the Engineer.

The Contractor shall remove and dispose of all trees designated for removal as shown on the plans, designated by the specifications and as required by the Engineer for the proper completion of the work. See Tree Protection Requirements elsewhere in these specifications.

### **UNDERGROUND UTILITIES**

Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). Prior to any trenching operation, Contractor shall pothole underground obstructions and utilities that appear to be in conflict with the new construction. The Plans show the approximate location of underground facilities in the project area as they have been provided to the City. Repair of damage to any utility line shown on the Plans with reasonable accuracy shall be made at the Contractor's expense. However, the City shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care, and removing or relocating such facilities not indicated or in a location different from that indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the City or utility company to provide for removal or relocation of such utility facilities. Contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

### **UTILITY COMPANY COORDINATION**

Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

### **CONTRACT PLANS AND SPECIFICATIONS**

The Contractor will be supplied with five sets of plans and specifications at no expense. One of these sets of plans is to be used for the purpose of recording record (as-built) conditions. Additional sets will be furnished on request at the cost of reproduction. The work shall conform to the contract plans and specifications, all of which form a part of the contract documents and are available at City Hall, Sand City, California.

### **DUST CONTROL**

The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required, in accordance with Section 14-9, "Air Quality", of the Standard Specifications.

### **CONNECTION TO EXISTING UTILITIES**

The City shall permit the Contractor to use available existing utilities at the City's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor, and shall restore existing utilities to conditions existing at time of award.

### **SANITARY FACILITIES**

Contractor may provide his/her own portable sanitary facilities on-site, for the duration of the work. Coordinate location(s) with the Engineer. Existing City-owned sanitary facilities may be used.

### **INSPECTION OF WORK**

It is the responsibility of the contractor to call for all required inspections within the required time lines. The City of Sand City reserves the right to perform random inspections at any time.

The Engineer shall at all times have access to the work during construction, and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work.

Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleanup performed, the Engineer will make the final inspection.

### **RECORD DRAWINGS**

A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the record (As-Built) condition of the work must be received before the work is considered complete. Existing utilities exposed during construction are to be located, including invert or top elevation, and shown on the Record (As-Built) drawings.

The Record (As-Built) Drawings shall be completed for the Engineer's acceptance before final payment and Notice of Completion on this contract will be made.

### **ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS**

Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes that apply to the project and any work performed pursuant to the contract. Additionally, Sand City Municipal Code Chapter 13:05 Storm Water Management Section 13.05-060. Prohibition of Illegal Discharges, states,

*“No person shall discharge or cause to be discharged into the municipal storm drain system or water courses any materials, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water...”*

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to start of work. The Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, and including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations in Sand City Municipal Code Chapter 13:05 Storm Water Management, and City Phase II Storm Water Permit requirements as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

- Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;
- No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify City Public Works staff;

- Minimization of site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;
- Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;
- No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the City's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first;
- No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind;
- Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site;
- No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers; and,
- All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

Best management practices (BMPs) are required to be illustrated in construction Plans and employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage. Detailed procedures to accomplish these protections can be found through the California Storm Water Quality Association's *Construction BMP Handbook Portal*, U.S. EPA *Construction BMP Database and Factsheets*, *Caltrans Storm Water Quality Manuals and Handbooks*, and the *Erosion and Sediment Control Field Manual* by San Francisco Bay Regional Water Quality Control Board. Referenced documents are available for viewing at the City of Sand City City Hall.

Activities to be performed by Contractor include, but are not limited to:

- Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for City review and approval prior to construction start.
- At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.
- Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by City inspector, and always within 24 hours prior to and after any predicted storm:
  - Inlet protections and perimeter controls;
  - Vehicle entry and exist locations;

- Vehicle parking and storage areas;
- Disturbed areas of the construction site,
- Areas that have not been finally stabilized,
- Areas used for storage of materials that are exposed to wind or precipitation,
- Equipment and staging areas that are exposed to wind or precipitation; and,
- All waste storage and handling devices and areas.

Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

- Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:
  - Erosion, or
  - Sediments entering waterways or the drainage system, or
  - Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup and improved BMP protection measures

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall develop and supply the City with NOI and associated Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP), and supplied to the City for review and comment. Additional CGP information on can be found at the State Water Resources Control Board CGP website:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml)

Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

In addition to inspections performed by the City, the City's representative may perform periodic site monitoring visits to ensure the contractor complies with the requirements specified herein. The City shall provide copies of the completed site monitoring reports to the Contractor. In the event work is found non-compliant, a follow

up site monitoring visit will be conducted to ensure non-compliant items have been corrected to the satisfaction of the City. If non-compliant items are not properly addressed prior to the follow up site monitoring visit, the costs associated with additional follow up site monitoring visits shall be deducted from the Contractor's final payment.

## **WEST BAY COASTAL ACCESS REPAIR PROJECT**

### **TECHNICAL SPECIFICATIONS**

#### **1. MOBILIZATION**

Refer to California Public Contracts Code §10104 for Mobilization requirements, Section 1-1.07B of the Standard Specifications for the definition of Mobilization and Section 9-1.16D of the Standard Specifications.

Mobilization includes preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all offices, staging areas and other facilities necessary for work on the project, and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various items on the project site.

The contractor shall photograph or video the entire site(s), and each existing improvement prior to construction.

Note that the City has not provided a laydown area for the Contractor. The Contractor shall be responsible for establishing a laydown area and coordinate such location with the City.

Contractor shall document all design changes and prepare red lined plans representing the finished field conditions.

On a daily basis, the Contractor shall clean all portions of the project area. This work includes removing all debris, street sweeping, clearing Underground Service Alert marks, and power washing sidewalks.

#### **2. TRAFFIC CONTROL SYSTEM**

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," 12, "Temporary Traffic Control," of the Standard Specifications and Traffic Control in Part IV of the Special Provisions. The most stringent requirements shall apply.

All traffic control will be provided by the Contractor. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibility as provided in said Section 7-1.03 of the Standard Specifications.

Any deviation in traffic control from the references mentioned above will not be allowed unless advance written approval is granted by the Engineer. Minor deviations from the traffic requirements of this section, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Contractor shall provide all markers, signs, delineators, barricades, portable flashing beacons, flaggers, etc. necessary to ensure the safe passage of traffic through the work zone.

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 said component to its original condition or replace said component and shall restore the component to its original location.

The Traffic Control System shall be placed, maintained and removed under the direct supervision of a person who is certified by either the Institute of Transportation Engineers (ITE), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control.

The Contractor shall designate in writing the person who shall have the responsibility for supervising the

activities associated with the Traffic Control System. Traffic Control Plan as per Section 7-1.04 Public Safety of the Standard Specifications, along with proof of certification, shall be submitted in writing at the Preconstruction meeting to the Engineer for approval. Any changes to plan, shall be provided to the Engineer for his approval, two (2) working days in advance of any planned activity, which requires traffic control.

#### Construction Area Signs

Construction area signs shall be furnished, installed, maintained, and removed, when no longer required, in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to commencing any excavation for construction area sign posts.

All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment.

The location for each sign shall be approved in advance by the Engineer. Signs shall be mounted on 4" x 4" new wood posts, 7' above grade. The required size of each of the signs shall be 36" x 36" for W20-1, "Road Work Ahead," and 48" x 48" for G20-2, "End Road Work." The sign panels for all construction area signs, including temporary signs, shall conform to Section 12-3.11 of the Standard Specifications.

Full compensation for complying with the provisions of this section shall be included in the lump sum bid for "Traffic Control System."

### **3. WATER POLLUTION CONTROL**

Refer to the Environmental/Pollution Prevention Requirements in Part IV of the Special Provisions of these Specifications for establishing and maintaining water pollution control.

### **4. CRITICAL PATH METHOD (CPM) SCHEDULE**

Refer to Section 8-1.02C (1) of the Standard Specifications for preparing and maintaining a critical path method schedule. The schedule must be submitted for approval during the pre-construction meeting.

## **ROADWAY IMPROVEMENTS**

### **5. CLEARING AND GRUBBING**

Clearing, Grubbing and Removals shall conform to the provisions of Section 17-2 "Clearing and Grubbing" of the State Standard Specifications and these Special Provisions. Clearing, Grubbing and Removals shall consist of thoroughly sweeping and cleaning surfaces prior to resurfacing, removal and disposal of raised pavement markers, existing weeds, brush, or other objectionable material in or along the edge of areas to receive work.

Contractor shall keep existing streets free from dirt and debris at all times. Contractor shall be prepared to sweep surfaces immediately at the request of the Engineer should he deem it is necessary for safety of public and to avoid damage to properties.

When required, existing thermoplastic pavement markings shall be removed in accordance with Section 84-9 "Existing Markings" of the State Standard Specifications and all applicable state laws and regulations.

Existing pavement markers shall be removed in accordance with Section 81-8.03B of the State Standard Specifications.

Contractor shall trim overhanging limbs that may be in conflict with paving and other construction activities. Tree, roots, and bush pruning shall be performed per recommendations from a certified arborist and in accordance with "Pruning Standards," published by the Western Chapter of the International Society of Arboriculture. The certified arborist shall be approved in advance by the Engineer, and all pruning shall be



done as directed by the Engineer and in the presence of the Engineer.

Contractor shall remove existing landscaping (hard and soft) only within City Right of Way which is in conflict with the new improvements.

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items and no separate payment will be made therefor.

## **6. HOT MIX ASPHALT**

### General

This work includes producing and placing hot mix asphalt (HMA) Type A for Overlay Conditions and new pavement sections. The contractor shall place hot mix asphalt (HMA) Type A with the thickness shown on the plans.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications except as modified herein.

### Submittals

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 for mixes that have been verified within last 12 months. For unverified mixes, coordinate mix verification with Engineer.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

### Materials

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10.

The aggregate for HMA Type A must comply with the 3/8" gradation for leveling course, 1/2" gradation for the final lift and 3/4" gradation for the lower lifts and base repair areas as shown on the plans.

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

### Construction

#### **SURFACE PREPARATION**

This work consists of preparing the existing street surface prior to the commencement of paving. Such work shall include compacting and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

#### **SAMPLING**

The City's Engineer will have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specification compliance. The City reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The City shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier. The contractor shall facilitate the sampling process.

#### **TRANSPORTATION AND PLACEMENT**

The asphalt concrete shall be delivered in a thoroughly blended condition and shall be spread by an asphalt paving machine in such a manner as to avoid segregation during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Owner's Engineer. Initial rolling shall be performed immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees Fahrenheit.

#### **EQUIPMENT:**

##### *Paving Machine*

Asphalt pavers shall be mechanical spreading and finishing equipment, provided with a screed or strike off

assembly capable of distributing the material to not less than eight (8) feet. Screed action shall include any cutting, crowding or other practical action which is effective on the mixture without tearing, shoving, or gouging, and which produces a surface texture of uniform appearance. The screed shall be adjustable to the required section and thickness. The paver shall be provided with a full width roller or tamper or other suitable compacting devices. Pavers that leave ridges, indentations or other marks in the surface shall not be used unless the ridges, indentations or other marks are eliminated by rolling or prevented by adjustment in operations.

#### *Compaction Rollers*

The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum and have adjustable amplitude settings.

#### *Hand Equipment*

Sufficient vibraplates and hand tampers shall be provided to assure their immediate availability when placing asphalt concrete around planters, inside corners, or irregular areas. Torches for heating cold joints or making repairs shall be available during every paving operation. Lack of such hand equipment shall be cause to prevent paving from starting or continuing.

#### TACK COAT

The work to be performed shall consist of furnishing and applying tack coat in conjunction with asphalt concrete overlays and other asphalt concrete paving work.

Tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, 'Asphaltic Emulsions', of the Standard Specifications.

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the asphalt concrete as permitted by the Engineer. Preparation of the surface shall be performed as described in these Technical Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the asphalt concrete, additional tack coat shall be applied as directed by the Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Tack coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints, against which additional material is to be placed, to a new or old pavement to be overlaid, and to other surfaces as designated by the Owner's Engineer. Shields for protecting curb faces shall be provided and used during tacking of curb faces. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade.

#### WORKMANSHIP

##### *Finished Surface*

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, irregularities, rock pockets, excessive coarse aggregate, and roller marks.

Any ridges, indentations, or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete shall be discontinued.

The Contractor shall provide sufficient manpower and manual compacting equipment to perform all handwork compaction in unison with the initial compaction rolling. If the handwork compaction begins to lag for whatever reason, the Contractor shall cease paving operations until the handwork compaction is caught up with the rest of the paving operation.

Areas of hand work at joints and miscellaneous structures shall match the smooth surface texture of all other areas of the new pavement. Any areas which have a rough surface texture shall be reworked with heat and asphalt concrete fines shall be placed. Coarse aggregate removed during raking shall not be returned to the finished mat surface. Such coarse aggregate may be returned to the hopper of the paving machine or spread immediately in front of the paver. Cold coarse aggregate shall not be reused, but discarded.

Finished areas of asphalt concrete adjacent to concrete drainage facilities shall be placed in such a manner that the finished surface is no greater than 1/4 inch higher than the facility and no lower than flush with the facility.

#### *Cold Joints*

The contractor shall heat by torch or other acceptable methods paving joints which do not receive an adjacent pass within 3 hours of placement. If the cold joint goes unpaved against overnight, the contractor shall heat the joint and place tack coat prior to placing the adjacent pass. Longitudinal pavement joints shall be on, or as close as possible to, the lane lines.

### **7. CLASS II AGGREGATE BASE MATERIAL**

#### General

The work covered by this section shall consist of furnishing, spreading and compacting aggregate base required during utility operations, pavement works, and concrete works, in accordance with the provisions of Standard Specifications Section 26, "Aggregate Bases", and as specified herein.

#### Materials

Aggregate must be clean and consist of any combination of the following:

1. Broken stone
2. Crushed gravel
3. Natural rough-surfaced gravel
4. Sand
5. Processed reclaimed asphalt concrete, PCC, LCB, or CTB

Use either 1-1/2-inch or 3/4-inch maximum aggregate gradation unless otherwise specified. Do not change your selected aggregate gradation without authorization.

Aggregate gradation must be within the percentage passing limits for the sieve sizes shown in the following table:

**Aggregate Gradation**

Sieve size	Percentage passing			
	1-1/2 inch maximum		3/4 inch maximum	
	Operating range	Contract compliance	Operating range	Contract compliance
2"	100	100	--	--
1-1/2"	90-100	87-100	--	--
1"	--	--	100	100
3/4"	50-85	45-90	90-100	87-100
No. 4	25-45	20-50	35-60	30-65
No. 30	10-25	6-29	10-30	5-35
No. 200	2-9	0-12	2-9	0-12

The aggregate quality characteristics must comply with the requirements shown in the following table:

### Aggregate Quality Characteristics

Quality characteristic	Requirement	
	Operating range	Contract compliance
Resistance (R-value, min)	--	78
Sand equivalent (min)	25	22
Durability index (min)	--	35

#### Compaction and Tolerance

95% minimum relative compaction as shown on the Plans and as determined by State of California compaction test No. 216G. The finished surface of the base course shall meet the grade and cross section of the existing pavement. Grading tolerance shall be 0.02' or less.

#### Testing

The City may contract with and pay for initial compaction tests for Quality Assurance. Contractor shall pay the cost for retesting and re-inspections of failed work until such work is accepted. Quality control inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

### **8. GRIND AND REMOVAL OF EXISTING ROADWAY**

General:

This work shall consist of uniform and variable depth cold planing (or "milling" or "grinding") the existing asphalt concrete pavement and removing and disposing of grinded material as shown on the project plans.

The Contractor shall grind existing pavement as shown on the Plans. The presence of pavement fabric within the depth to be cold milled shall be noted on the Plans or in the Special Provisions. The surface after cold milling will be uniformly grooved or ridged unless otherwise specified in the Special Provisions. The outside lines of the milled pavement shall be neat and uniform.

The milled pavement shall be true to grade and cross section. When a straightedge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straightedge more than 3/8 inch (9.5 mm) at any point, except at intersections or at changes of grade. Any areas that are not within tolerance shall be brought to grade within 1 Working Day following initial cold milling.

Cold milling operations shall be performed without damage to the remaining pavement. Whenever cold milling is adjacent to existing Portland cement concrete curbs, gutters or pavement the Contractor shall protect these improvements from damage. Any Portland cement concrete curbs gutters or pavement damaged during cold milling operations shall be repaired as directed by the Engineer at the Contractor's expense. Any Portland cement concrete curbs, gutters or pavement that is cracked or displaced shall be removed and replaced at the Contractor's expense. Replaced sections of Portland cement concrete curb, gutter or pavement shall be a minimum of 5 feet (1500 mm) in length or to the next joint.

The Contractor shall remove existing asphalt concrete overlay from gutters adjacent to any area Specified to be cold milled, as directed by the Engineer.

Milling machines shall be specially designed for cold milling of asphalt concrete, Portland cement concrete, or a combination of asphalt and Portland cement concrete pavement. Milling machines shall conform to the following:

The cutting drum shall be a minimum 0[60 inches (1500 nun) wide and shall be equipped with carbide-tipped cutting teeth placed in a variable pattern to produce the desired finish.

Be self-propelled and capable of removing the pavement to the depth shown on the Plans.

Be equipped with a conveyor system that will immediately convey the milled material into a transport vehicle

for disposal as specified in the Special Provisions.

Have the capability of spraying water at the cutting drum to minimize dust.

Be designed so that the operator can observe the milling operation, at all times, without leaving the controls.

Be adjustable for slope and depth.

Be able to deep cut, in one pass, to the maximum depth recommended by the manufacturer without producing fumes or smoke.

The Contractor shall provide smaller machines if required to cold mill areas that are inaccessible to the larger machine and to provide the surface specified in the Special Provisions.

The cold planing machine shall be specifically designed for automatically controlled profiling. The automatic controls shall provide for accurately establishing profile grades at each edge of the machine by referencing from the existing pavement or an independent grade reference, where required, or be capable of automatically maintaining a designated cross slope from a single reference.

The machine shall be self-propelled and shall have sufficient power, traction and stability to maintain an accurate depth of cut. The machine shall also be equipped with means to effectively control dust generated by the cutting operation.

Immediately following the milling process the Contractor shall have all milled material removed from the job site and disposed of. The milled section shall be cleaned of all loose material. Power-brooming shall be supplemented by hand brooming when necessary, until the surface is free of deleterious material. Each street shall be swept immediately after the cold planing operation has been completed. Streets shall not be washed to the extent that debris may enter the storm drain system. All streets, gutters and local depression areas of catch basins shall be kept free of dirt, rocks or other debris at all times. During cold planing operations, all catch basin inlets shall be covered with a fabric which will allow the passage of water but will not allow debris to enter storm drain.

Temporary pavement markings shall be provided on all cold planed surfaces if section will be opened to traffic. Refer to Traffic Striping section of these Specifications for pavement striping and marking. Refer to Section 10-2.04, Traffic Control, of the Special Provisions for additional information.

The longitudinal surface deviation of the finished cold planed surface shall not exceed 1/4" inch in 10 feet.

Hand-operated cold plane equipment may be required in areas not accessible to self-propelled machinery.

A motorized street sweeper shall follow within 50 feet (15 m) of the cold milling machine unless otherwise approved by the Engineer.

Unless otherwise specified in the Special Provisions all material removed shall be considered the property of the Contractor and shall be disposed of by the Contractor.

Payment for various cold mill items shall be at the contract price per Cubic Yard and shall be considered full compensation for cold milling, removal and disposing of all milled material, temporary pavement markings, sweeping and for furnishing all labor, materials, equipment and incidentals to accomplish the work as specified herein and no additional compensation will be allowed

## **9. MINOR CONCRETE IMPROVEMENTS**

### **General**

New concrete facilities including curbs, gutters, sidewalks, ramps, and valley gutters shall be constructed at the locations indicated on the plans or as directed by the Engineer. Concrete curbs, sidewalks, and stairs shall comply with Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications. Concrete stairs shall comply with Section 51 "Concrete Structures" of the Standard Specifications.

Refer to Caltrans Standard Plan A88A and A88B for curb ramp design requirements. All curb ramps shall have a 6-inch PCC concrete slab with a 4-inch Class 2 Aggregate Base. All other concrete outside of the ramp footprints shall be 4-inch PCC over 4-inch Class 2 Aggregate Base.

#### Materials

Minor Concrete for curbs, curb and gutter, sidewalks, and stairs must comply with Section 90-2 Minor Concrete of the Standard Specifications.

Aggregate base shall be Class 2,  $\frac{3}{4}$ " maximum conforming to the provisions in Section 26, "Aggregate Bases," of the State Standard Specifications.

#### CONCRETE MIX DESIGN

The Contractor shall furnish a concrete mix design to the Engineer at least ten working days prior to the start of the work, based on the following guidelines.

Minor Concrete Facilities including curb, gutter, sidewalk, driveways, access ramps, stairs, etc. shall meet the following requirements:

Min. Compressive Strength:	3500 psi @ 28 days
Maximum Slump:	5 inches

The Contractor shall be responsible for all costs associated with the required mix design.

#### QUALITY CONTROL/ACCEPTANCE TESTING

Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall be performed by the Owner's laboratory at the Owner's expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

#### Construction

The construction of concrete curb, gutter and sidewalk marked in the field or shown on the plans shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications and these special provisions. Standard construction tolerances shall not apply to curb ramps.

Boundaries of concrete curb, gutter, and sidewalk removal have been noted on the plans and shall be removed according to the remove concrete section noted elsewhere in these special provisions, and as directed by the Engineer.

Expansion joints, control joints and scoring shall match adjacent existing improvements or shall be as directed by the Engineer. The new improvements shall match the existing improvements at each end. Provide constant slope between ends if no other elevations are shown on the plans. Installation shall conform to the State Standard Specifications and the details shown in the Plans and herein in these special provisions.

The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities.

Class 2 aggregate base,  $\frac{3}{4}$  in. size, shall be placed under curb, gutter and sidewalks after excavating existing subgrade, as noted on plans, and be compacted to 95% relative compaction (ASTM D-1557)

The Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City's Inspector.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four hours. Curing time shall be seventy-two hours.

#### PROTECTION OF EXISTING FACILITIES

The contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, fences, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed and the vertical surfaces cleaned.

It shall be the contractor's responsibility to protect the existing improvements adjacent to new concrete improvements such as fences, landscaping, irrigation, hardscaping, etc.

#### SUBGRADE

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at zero to three percent over optimum, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

#### FORMING

Wooden forming shall be of two-inch nominal thickness staked at two-foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches.

#### TOLERANCES

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal.

#### PLACING AND FINISHING

##### *General*

The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

##### *Strikeoff, Consolidation, and Finishing*

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction. Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance.

##### *Concrete Protection*

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

#### *Curing*

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment.

The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent asphalt concrete.

#### *Joints*

Control joints shall be placed at a maximum spacing of ten feet unless shown otherwise on plans.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two 1/2 inch by eighteen inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of 1/4 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of sixty-foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with discontinuities or reentrant corners which may cause cracking.

#### *Nonskid Abrasive Finish*

For the stairs, nonskid abrasive finish shall be applied to the treads and landings per Section 51-1.03E(6) of the Standard Specifications.

#### *Cleanup and Backfill*

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the resulting void after excavation shall be backfilled with clean native material.

The Contractor shall remove all USA markings, Engineer markings, and Surveyor markings (created for the purpose of the work being done) when work in a particular area is complete by water blasting or other non-destructive method as approved by the Engineer. Sandblasting or grinding to remove markings will not be allowed.

Payment for removing USA painted markings shall be considered as included in the cost of the various items of work shown on the Bid Proposal and no additional compensation will be allowed therefor.

### **10. REMOVE CONCRETE**

The Contractor shall remove and dispose of existing portland cement concrete curb, gutter, sidewalk, driveway, curb ramp, and valley gutter, at the locations shown on the Plans. When curb and gutter are removed, the Contractor shall immediately place portable delineators along the edge of the pavement. Portable delineators shall be 36-inch minimum height, orange with white reflectors. The delineators shall be maintained by the Contractor until new curb and gutter are placed. All materials removed shall be legally disposed of in accordance with Section 7-1.04, "Public Safety," of the Standard Specifications.

Existing concrete to be removed shall be sawcut at the nearest joint or score line. Any existing concrete damaged by reason of the Contractor's operations outside this limit shall be repaired at the Contractor's



expense. The repair shall be made by removing and replacing the entire portion between weakened plane joints or score lines.

Nothing in these Special Provisions shall relieve the Contractor of the Contractor's responsibility as specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

#### **11. MINOR CONCRETE IMPROVEMENTS**

##### **General:**

New concrete facilities including curbs, gutters, sidewalks, valley gutters, and gutter depressions shall be constructed at the locations indicated on the plans or as directed by the Engineer. Concrete curbs, and sidewalks, shall comply with Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications.

Refer to Caltrans Standard Plan A88A and A88B for curb ramp design requirements. All curb ramps shall have a 6-inch PCC concrete slab with a 4-inch Class 2 Aggregate Base. All other concrete outside of the ramp footprints shall be 4-inch PCC over 4-inch Class 2 Aggregate Base.

##### **Materials:**

Minor Concrete for curbs, curb and gutter, and sidewalks must comply with Section 90-2 Minor Concrete of the Standard Specifications.

Aggregate base shall be Class 2,  $\frac{3}{4}$ " maximum conforming to the provisions in Section 26, "Aggregate Bases," of the State Standard Specifications.

##### Concrete Mix Design

The Contractor shall furnish a concrete mix design to the Engineer at least ten working days prior to the start of the work, based on the following guidelines.

Minor Concrete Facilities including curb, gutter, sidewalk, driveways, access ramps, etc. shall meet the following requirements:

Min. Compressive Strength:	3500 psi @ 28 days
Maximum Slump:	5 inches

The Contractor shall be responsible for all costs associated with the required mix design.

##### Quality Control / Acceptance Testing

Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall be performed by the Owner's laboratory at the Owner's expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

##### **Construction:**

The construction of concrete curb, gutter and sidewalk marked in the field or shown on the plans shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" of the Standard Specifications and these special provisions.

Boundaries of concrete curb, gutter, and sidewalk removal have been noted on the plans and shall be removed according to the remove concrete section noted elsewhere in these special provisions, and as directed by the Engineer.

Expansion joints, control joints and scoring shall match adjacent existing improvements or shall be as directed by the Engineer. The new improvements shall match the existing improvements at each end. Provide constant slope between ends if no other elevations are shown on the plans. Installation shall conform to the State Standard Specifications and the details shown in the Plans and herein in these special provisions.

The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor's failure to comply with these requirements shall be removed and replaced at the Contractor's expense.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities.

Class 2 aggregate base,  $\frac{3}{4}$  in. size, shall be placed under curb, gutter and sidewalks after excavating existing subgrade, as noted on plans, and be compacted to 95% relative compaction (ASTM D-1557)

The Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City's Inspector.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four hours. Curing time shall be seventy-two hours.

#### Protection of Existing Facilities

The contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, fences, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed and the vertical surfaces cleaned.

It shall be the contractor's responsibility to protect the existing improvements adjacent to new concrete improvements such as fences, landscaping, irrigation, hardscaping, etc.

#### Subgrade

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at zero to three percent over optimum, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

#### Forming

Wooden forming shall be of two-inch nominal thickness staked at two-foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches.

#### Tolerances

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal.

#### Placing and Finishing

##### General

The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

### Strikeoff, Consolidation, and Finishing

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction. Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance.

### Concrete Protection

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

### Curing

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment.

The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent asphalt concrete.

### Joints

Control joints shall be placed at a maximum spacing of ten feet unless shown otherwise on plans.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two 1/2 inch by eighteen inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of 1/4 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of sixty-foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with discontinuities or reentrant corners which may cause cracking.

### Cleanup and Backfill

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the resulting void after excavation shall be backfilled with clean native material.

The Contractor shall remove all USA markings, Engineer markings, and Surveyor markings (created for the purpose of the work being done) when work in a particular area is complete by water blasting or other non-destructive method as approved by the Engineer. Sandblasting or grinding to remove markings will not be allowed.

Payment for removing USA painted markings shall be considered as included in the cost of the various items

of work shown on the Bid Proposal and no additional compensation will be allowed therefor.

## **12. ADJUST UTILITY COVERS TO GRADE**

The work covered by this Section shall include all work and materials needed to adjust existing utility frame and covers to grade.

All work and materials for raising water valve boxes and valve covers to finished grade shall conform to the Provisions in Section 15 of the State Standard Specifications and the project plans. Final acceptance of the work shall be inspected by Cal Water.

All work and materials for raising electrical and gas valves, covers, manholes, and vaults to finished grade shall conform to the Provisions in Section 15 of the State Standard Specifications and these Special Provisions. Final acceptance of the work shall be inspected by PG&E.

All work and materials for raising utility vaults shall conform to the Provisions in Section 15 of the State Standard Specifications and these Special Provisions.

All existing manholes, valves, boxes, covers, and vaults are to be reset to the new finished grade conforming to the finish paving elevations. All items are to be inventoried and located whether shown on the Plans or not. Contractor shall wait until the finished paving is complete and then locate, cut out, and expose the existing covers to the new finished grade.

For manholes adjustments, the manhole base shall be covered during the entire operation so that no debris can fall into the sewer and storm drain system. Extreme care shall be taken to prevent spilling foreign material into the drainage or sanitary sewer system. The Engineer may require the Contractor to immediately remove manhole covers for inspection to determine if any foreign material has fallen into the manhole. The Contractor shall be required to immediately remove all foreign material from the manhole's interior.

For adjusting survey monuments, the contractor shall tie out the monument and record with the County surveyor. Once construction is complete, the monument shall be re-established.

## **13. STORM DRAIN PIPE IMPROVEMENTS**

### **Corrugated Polyethylene Pipe**

#### General

"Construct 24-inch diameter HDPE storm drain pipe" shall be furnished, installed, constructed in accordance with Section 19 "Earthwork" and Section 64-2 "Plastic Pipe" of the State Standard Specifications and these Special Provisions and Plans.

#### Materials

See plans for locations of proposed HDPE Type S corrugated polyethylene pipe.

The residue from the ignition of the HDPE compounds must not exceed 30 percent as determined under ASTM D2584 except the muffle furnace temperature must be  $840 \pm$  degrees F.

Pipes and fittings must be homogeneous throughout and uniform in color, opacity, density, and other properties.

The inside and outside surfaces must be semimatte or glossy in appearance and free of chalky, sticky, or tacky material. The pipe walls must be free of cracks, holes, blisters, voids, foreign inclusions, or other defects affecting the pipe wall integrity or visible to the naked eye. Do not use pipes or fittings with abrasions or scratches deeper than 10 percent of the wall thickness. The joint surfaces where the gaskets bear must be smooth and free of imperfections, ridges, fractures, or cracks that could adversely affect the joint seal. Store pipes in unit packages and protect the bell of the pipes from damage. Support unit packages with racks or dunnage to prevent damage and bending. If unit packages are stacked, do not allow the weight of the upper units to cause deformation to the pipes in the lower units. Do not store pipes adjacent to heat sources. Do not allow pipes to overhang vehicles or storage areas unsupported by more than 3 feet. Cover pipes to provide temporary sun block protection. Provide adequate air circulation around the covered

pipes to reduce excessive heat accumulation. Protect gaskets from exposure to weather, heat, ozone, oil, grease, and sunlight for any time period exceeding 48 hours. Do not store gaskets near electrical or exhaust heat sources.

The City reject pipes with cracked or split gaskets. Protect pipes and fittings from damage when handling and installing.

Type S corrugated polyethylene pipe must be manufactured from HDPE virgin compounds and comply with AASHTO 294.

HDPE compounds used in the manufacture of corrugated polyethylene pipe and fittings must comply with AASHTO M 294 except the mix must contain from 2 to 4 percent well dispersed carbon black.

The corrugated polyethylene pipe manufacturer must:

1. Participate in the National Transportation Product Evaluation Program for each plant supplying corrugated polyethylene pipe and fittings for the project.
2. Conduct and maintain a quality control program under National Transportation Product Evaluation Program.

## **Reinforced Concrete Pipe**

### General

"Construct 15-inch diameter RCP storm drain pipe" shall be furnished, installed, constructed in accordance with Section 19 "Earthwork" and Section 65-2 "Reinforced Concrete Pipe" of the State Standard Specifications and these Special Provisions and Plans.

### Materials

See plans for locations of proposed HDPE Type S corrugated polyethylene pipe.

The cementitious material and aggregate for concrete pipe must comply with section 90-1.02, except (1) gradation requirements do not apply to the aggregate and (2) the use of SCM must comply with AASHTO M 170.

The concrete for reinforced concrete pipe must contain at least 470 pounds of cementitious material per cubic yard and have a water to cementitious material ratio that does not exceed 0.40 by weight. You may use SCM. Reinforcement must have a minimum cover of 1 inch, except pipes with a nominal diameter of 18 inches or less must have a minimum cover of 3/4 inch.

Special reinforced concrete pipe having concrete cover over the steel reinforcement greater than the cover under AASHTO M 170 must comply with section 65-2.02, except the crack width produced by the D-load test under AASHTO M 170 must be determined by the following formula:

If concrete collars or tee connections are required to connect new concrete pipe to new or existing pipes, the concrete collars or tee connections must be constructed of minor concrete. Reinforcement for the concrete collars or tee connections must comply with section 52.

Circular reinforced concrete pipe described by class must comply with section 65-2.02C(2) for the class of pipe described.

If the class of pipe is not described and the nominal diameter is less than 24 inches, choose the class of pipe.

The pipe chosen must comply with section 65-2.02C(2). Pipes must be marked as specified in AASHTO M 170, except circular pipe sections with elliptical reinforcing must have the location of the minor axis of the reinforcing indicated by 3-inch-wide, waterproof, painted stripes on the inside and outside of each pipe at the top and bottom, at least 12 inches long at each pipe section end, or you may provide a lift hole or lift holes at the top of each pipe along the minor axis of the reinforcement.

If the class of pipe is not described and the nominal diameter is 24 inches or greater, choose either:

1. The class of pipe. The pipe chosen must comply with section 65-2.02C(2).
2. The wall thickness and reinforcement details under section 65-2.02C(3).

If 1 lift hole is provided, the lift hole must be located at the balance point; if 2 lift holes are provided, the lift holes must be spaced equidistant on each side of the balance point. The lift holes must not interfere with the reinforcement. After placing the pipe, fill the open lift holes with cement mortar or concrete plugs before backfilling.

#### **14. REMOVE EXISTING STORM DRAIN**

“Remove Existing Storm Drain Catch Basin” and “Remove Existing Storm Water Infiltration System” shall be in accordance with Section 71 of the Caltrans Standard Plans. The catch basin frame and cover shall be salvaged and provided to the City. The remainder of the infiltration system and catch basin shall be completely removed and disposed by the Contractor in accordance with these specifications, City Standard Specifications, Caltrans Standard Plans, and as approved by the Engineer.

#### **15. CONSTRUCT STORM DRAIN STRUCTURES**

“Construct New Storm Drain Inlet, Type GO” at locations identified in the plans. Proposed drain inlets shall conform to the contract plans and the provisions in Section 51 ‘Concrete Structures’ of the State Standard Specifications. Proposed drain inlet Type GO shall conform to standard plans D73E from the 2018 Caltrans Standard Plans.

Proposed drain inlet locations shown on the plans reflect the intersection of the centerlines of the incoming and outgoing pipes.

Contractor must submit to the Engineer the proposed drain inlet details and specifications. Proposed drain inlets must meet Section 51 of the Caltrans State Standard Specifications.

“Construct 30-inch ADS Nyoplast Drain Basin” and “Construct ADS MC 3500 Underground Chambers” at locations identified in the plans and shall be in accordance with ADS specifications.

#### **16. TRAFFIC STRIPING, PAVEMENT & CURB MARKINGS, AND PAVEMENT MARKERS**

##### **General:**

Traffic Stripes and Pavement Markings shall be Thermoplastic.

Thermoplastic traffic stripes (traffic lines) shall conform to the provisions in Sections 84-1, “General” and 84-2, “Traffic Stripes and Pavement Markings”, of the Standard Specifications and these Special Provisions.

##### **Materials:**

##### Thermoplastic

The thermoplastic material shall conform to Section 84-2.02B “Thermoplastic” of the Standard Specifications. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of Section 84-2.02D “Glass Beads” of the Standard Specifications.

Standard Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA. 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.125-inch.

A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the plans.

##### **Construction:**

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer’s installation requirements, and the Special Provisions.

#### Existing Striping and Markings:

In areas where the existing striping to be replaced and updated, the contractor shall remove and replace all striping using methods as specified in the Standard Specifications by the Engineer.

The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor's work may not extend that far. Both lines of each crosswalk shall be completely restriped even if only a portion of a line has been obliterated.

When the Contractor's work removes or reduces the visual appearance of a lane or centerline, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

#### Layout for Temporary and Permanent Striping

The Contractor shall be responsible for compiling an existing striping and marking plan including but not limited to stop bars, legends, parking stall stripes, crosswalks and other traffic delineation markings within the project prior to removing, obliterating, covering any existing striping, or starting work on the affected street.

**This plan must be submitted to the Engineer and approved prior to commencing any striping and marking operations on the affected street.**

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor.

The City will not provide any assistance, information, or materials to the Contractor. It will be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by the Engineer, shall be the responsibility of the Contractor.

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the City Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and City standard markings by cat tracking with painted marks. This shall occur no later than 2 hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than 12' apart on curves nor more than 24' apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2" tall by 3-1/2" wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the City's Traffic Engineer or agent. The City shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of 3 working days for review of the layout by the City.

### **Schedule**

Raised pavement markers (RPM's) shall be placed as specified in Subsection 81-3.02C, "Retroreflective Pavement Markers", of the Standard Specifications. When utilizing hot melt bituminous adhesive, RPM's shall be placed after the surface has been open to traffic for at least 7 days. When utilizing epoxy adhesive, RPM's shall be placed after the surface has been open to traffic for at least 14 days. Regardless of which adhesive is utilized, the RPM's shall not be placed more than 21 days after paving or surfacing.

Permanent traffic striping and markings including legends and arrows shall be placed within 21 days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in liquidated damages of \$1,000 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

### **Pavement Stencils**

The Contractor shall use stencils that conform to Caltrans Standard Plans and Details.

#### Reflective and Raised Pavement Markers Ceramic Non-reflective Pavement Markers No Plastic

Installation of both reflective and raised pavement markers shall conform to the provisions of Section 81-3 "Pavement Markers" of the Standard Specifications. Pavement markers shall be placed in the same pattern and locations as they were previously, except as shown on the plans or modified herein.

#### Pavement Delineation – Extruded Thermoplastic No Spray

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Traffic Engineer.

No primer or thermoplastic shall be installed within 48 hours from the last measurable rain report as provided by the City.

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-1, "General"; Section 84-2, "Traffic Stripes and Pavement Markings"; and refer to Section 81-3, "Pavement Markers".

#### Pavement Markers Ceramic Non-Reflective Pavement Markers No Plastic

Pavement markers shall be placed to the line established by the Contractor and approved by the Engineer, which will consist of temporary painted line or new or existing stripes one for each line of markers.

All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement instead of the Rapid Set Type or Standard Set Type epoxy adhesive. Bituminous adhesive material shall conform to the following:

Specification	ASTM	Requirement
Flash Point, COC, °F	D 92	550 Min.
Softening Point, °F	D 36	200 Min.
Brookfield Thermosel Viscosity, Centipoise, No. 27 Spindle, 20 RPM, 400°F	D 4402	3,000-6,000
Penetration dmm, 100g, 55 seconds, 77°F	D 5	10 - 20
Filler Cement, percent by weight (Insoluble in 1,1,1 Trichloroethane)	D 2371	65 - 75



Filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199, and shall conform to the following gradation:

Sieve Size	Percent Passing
No. 100	100
No. 200	95
No. 325	75

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F. nor less than 375°F.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

Placement of pavement markers using bituminous adhesive shall conform to the requirements of Section 81-3.03B, "Hot Melt Bituminous Adhesive" of the Standard Specifications except blast cleaning shall be required.

The adjustment provisions in Section 9-1.06B of the Standard Specifications shall not apply.

#### **17. ROCK SLOPE PROTECTION**

"Rock Slope Protection" shall be in accordance with Section 72-2 of the Caltrans Standard Plans. RSP shall be of size of 12"/200lb rock. The contractor shall use method B of the Caltrans standard specification for placement.

### **LANDSCAPE SPECIFICATIONS**

#### **SECTION 10-1 LANDSCAPE BOULDERS**

**10 – 1.10 DESCRIPTION OF WORK** - Extent: The extent of work in this Section includes, but is not limited to, the provision of labor for placement of existing landscape boulders.

**10 – 1.20 SUBMITTALS** - Contractor shall identify existing landscape boulders and approximate sizes for reuse on the project.

**10 – 1.30 REVIEWS** - Contractor shall layout all landscape boulder locations for review by the Engineer prior to placement.

**10 – 1.40 LANDSCAPE BOULDERS** - Landscape boulders onsite are gold granite boulders within the following dimensions (height, width, length) limitations:

Minimum 36" x 24" x 36" – 65%  
Maximum 60" x 36" x 60" – 35%

**10 – 1.50 INSTALLATION** - Grading: Grade to the design configuration as shown on the Plans.

Excavate the soil as required for placement as shown on the Plans.

Place the landscape boulders approximately as shown on the Plans. Contractor shall allow for field adjustment by Engineer, Engineer shall be present onsite during placement. Provide 48 hours notice before placement.

**10- 1.60 WASTE REMOVAL-** All waste as a result of landscape boulder installation shall be removed from the site and disposed of legally. Clean the boulders thoroughly.

**10 – 1.70 MEASUREMENT AND PAYMENT** - The unit price paid for Landscape Boulders will be considered full compensation for furnishing all labor and incidentals and for all work involved as specified in this Section and as shown on the Plans.

## **SECTION 10-2 SITE FURNISHINGS**

**10 -2.10 DESCRIPTION OF WORK** - Work in this Section is as shown on the Plans and includes, but is not limited to, furnishing all material, equipment, labor, and incidentals for the installation of the following items, including foundations and footings: Bench  
Interpretive Sign

### **10-2.20 RELATED WORK- SITE CONCRETE**

**10-2.30 QUALITY ASSURANCE** - Submit Shop Plans and/or Product Data for review and approval by the Engineer for all site furnishings and accessories. Show all locations, markings, quantities, materials, sizes, and shapes and indicate all methods of connecting, anchoring, fastening, bracing, and attaching to the work of other trade

Review: All site furnishing locations shall be reviewed by the Engineer prior to installation.

#### **10-2.40 PRODUCTS**

#### **10-2.41 BENCH**

Description: QCP Flex Bench Model #: Q1- FLEX72B

Finish/color: Quail Hill Red, Black bracket, Smooth reveals

Distributor/Contact: QCP - QuickCrete Products, Elisabet Bracamontes (951)-737- 6240 ext.260

#### **10-2.43 INTERPRETIVE SIGN**

Existing interpretive sign, see Plans.

#### **10-2.44 DECORATIVE PAVING ELEMENT**

Existing 18" diameter compass rose, see Plans.

**10-2.50 GENERAL - Review and Adjustment:** All site furnishings shall be located as shown on the Plans. Review all layout prior to proceeding with any installation. Adjustments shall be made as approved by the Engineer.

**Embedment -** It is the intent of the Plans that all embedded site furnishings be installed in concrete paving areas prior to the concrete pour. Furnishings shall be completely protected during the concrete pour. Furnishings damaged due to the concrete pour shall be replaced at the discretion and to the satisfaction of the Engineer, and not repaired or cleaned.

**Scheduling -** The contractor shall be responsible for scheduling the receiving of equipment in conjunction with the concrete pour. Any block outs of concrete pour due to scheduling conflicts shall be approved by the Engineer and shall be included in this contract. Finish of any block out areas shall match adjacent paving.

**10-2.60 INSTALLATION -** Site Furnishings shall be installed per manufacturer's recommendations and as shown on the Plans.

**10-2.70 CLEAN-UP -** After completion of all operations, Contractor shall remove all trash, excess soil and other debris. All walks, walls, and pavement shall be swept and washed clean, leaving the entire area in a neat, orderly condition.

**10-2.80 MEASUREMENT AND PAYMENT -** The Contract unit price paid for each item measured shall be considered full compensation for furnishing all material, labor, and incidentals for all work involved as specified in this Section and as shown on the Plans, including foundations and footings, and no separate payment shall be made

## **SECTION 10-3 PLANTING**

### **10-3.10 DESCRIPTION OF WORK - RESTORATION PLANTING**

10-3.11 SEQUENCE OF WORK - Unauthorized access to the project area will be restricted by installation of barriers. Invasive non-native species will be eradicated. Dead ice plant can remain for sand stabilization of areas without dead ice plant and stabilization. Seed collection. All plantings shall take before February 28, and should not be planted during periods of extended drought or high winds. Fertilization of the planting area shall take place in March following planting.

**10-3.12 QUALITY ASSURANCE** - All fertilizers shall be delivered to the site in the manufacturer's original containers with original markings clearly visible.

**10-3.13 GUARANTEE AND ACCEPTANCE** - All dune plantings shall be guaranteed for a period of one year after planting. The survival rate on slopes greater than 3:1 shall be a minimum of 80%. Any such areas having less than the required 80% coverage shall be replanted at no extra cost. Final acceptance shall be given when plantings have been planted as detailed and have demonstrated health and growth (or been replaced).

### **10-3.20 PRODUCTS**

**10-3.21 FERTILIZER** - Commercial fertilizer shall conform to the requirements of the California Food and Agricultural Code.

Fertilizer shall be a fast-release fertilizer with an analysis of 16-20-13.

Dune Plants: See planting plan. Each plant shall be handled and packed in the approved manner for that species, and all necessary precautions shall be taken to ensure that the plants will arrive at the site of the work in proper condition for successful growth.

All plants furnished by the Contractor shall be true to type and name. Species or varieties determined by the Owner to be untrue within two years following the final acceptance of the project shall be replaced by the contractor to equal the condition of adjacent plants at the time of replacement. This decision shall be final.

### **10-3.30 EXECUTION**

**10-3.31 ERADICATION OF WEEDS** - Invasive non-native species shall be eradicated using a 2% solution of RoundUp by a certified pesticide applicator. Dead ice plant can remain in place providing some wind erosion and sand stabilization for new seedlings.

**10-3.32 SAND STABILIZATION** - Hand-sized bunches of sterile straw shall be punched vertically in the sand to a depth of 3" and 12" to 18" o.c in areas without dead ice plant.

**10-3.33 COLLECTION AND PREPARATION OF PLANTINGS** - Collecting shall be performed in strict accordance with the specifications. Collecting of seed shall be done in an environmentally sensitive manner, taking care to avoid trampling existing vegetation.

Collection shall be done from populations on the City's property and/or on properties within a 3-mile radius, with the Owner's permission.

**10-3.40 DUNE PLANTING** - The location of planting shall be as shown on the Plans.

The area designated for planting shall be planted at approximately 12" o.c with adjustments according to species.

Seedlings shall be planted after two inches of rain has fallen, and shall not be allowed to dry or wither.

The area shall be fertilized at a rate of 400 pounds/acre in March following planting.

**10-3.50 MAINTENANCE AND MONITORING-** Maintenance activities include weed control, prevention and repair of erosion or disturbance, and replanting of any deficient plant areas.

Hand weeding and spraying of non-native species shall occur as needed, with extra effort required in the spring before seed is dispersed.

Ice plant seedlings shall be removed to prevent recolonization and riggut brome must be thoroughly eliminated in the spring before seed is dispersed.

Eroded or disturbed areas larger than 4 square meters shall be stabilized if necessary and replanted.

Percent vegetation cover shall be calculated by measuring the distance covered by any native or non-native species along 2 random placed line transects (25 meters long) per acre.

The number of native species observed and the number of individuals per species shall be recorded for each of 4 random quadrats (25 meters squared) per acre. The number of different native species found in all the quadrats will be totaled to indicate species richness over 100 square meters.

Monitoring shall occur annually in April or May for 5 years following the completion of planting. Results from the data shall be presented in an annual monitoring report due by September 1 to the City of Sand City.

**10-3.60 PERFORMANCE CRITERIA & CONTINGENCY MEASURES -**

Restored habitat areas shall be maintained and managed to meet the following performance criteria:

Percent native cover:	1 year	10%
	2 years	20%
	3 years	25%
	4 years	30%
	5 years	35%
Percent non-native cover:	< 5%	

Plant density: 1 plant > 4" diameter per square meter Plant composition: 10 native species in 100 square meter area Health and vigor: normal

Erosion and disturbance: minimal or nonexistent, repaired in a timely manner

If native vegetation falls below 25% by the third year, replanting shall occur in deficient areas.

Replanting shall occur in bare sand areas exceeding 4 square meters, or if a species composition falls below 10 species by the third year.

**10-4.0 MEASUREMENT AND PAYMENT** - The Contract unit price paid for planting will be considered full compensation for furnishing all labor and incidentals and for all work involved as specified in this Section and as shown on the Plans. Seed collection and propagation shall be considered as part of planting and bid item price.

Maintenance necessary to establish planting and monitor for 1 year shall be considered as part of planting bid item price.

**SECTION 10-4 WOOD CONSTRUCTION**

**10-4.10 DESCRIPTION OF WORK**- The extent of work in this section includes the provisions of materials and labor for the construction of all wood construction as shown on the Plans.

**10-4.20 QUALITY ASSURANCE** - Standards

C1-88 All timber products - Preservative Treatment by Pressure Process C3-89 Piles - Preservative Treatment by Pressure Process

M4-84 Care of Preservative-Treated Wood Products

LP-22 Standard for Softwood Lumber, Timber and Plywood

Douglas Fir: "Standard Grading and Dressing Rules for West Coast Lumber," Number 16, as published by the West Coast Lumber Inspection Bureau.  
Pressure Treated with Water-Borne Preservatives for Ground Contact Use.

Identification- Factory mark each piece of lumber with type, grade, mill and grading agency identification; except omit marking from surfaces to receive transparent finish, and submit mill certificate that material has been inspected and graded in accordance with requirements if it cannot be marked on a concealed surface.

#### **10-4.30 SUBMITTALS**

**10-4.31 Shop Plans** - Within fourteen days of Notice to Proceed, submit shop detail plans of all treated timber showing dimensions of all timbers which are cut, framed, or bored.

**10-4.32 DELIVERY INSPECTION LIST** - Field inspect and submit a verification list of each treated timber member and each strapped bundle of treated lumber indicating the wording and lettering of the AWFBI markings, the species and the condition of the wood. Do not incorporate materials damaged in transport from plant to site.

**10-4.33 Pressure Treatment Data** - Submit treatment manufacturer's instructions for proper use of each type of treated materials.

For each type specified, include certification by treating plant stating chemicals and process used, net amount of preservative retained and conformance with applicable standards.

**10-4.34 PRODUCT HANDLING** - Delivery and Storage: Open-stack untreated timber and lumber material on suitable skids at least 12 inches above ground, in a manner that will prevent warping and allow shedding of water. Close-stack treated timber and lumber material in a manner that will prevent long timbers or pre-framed material from sagging or becoming crooked. Keep ground under and within 5 feet of all such piles free of weeds, rubbish, and combustible materials. Protect materials from weather using suitable coverings. Handle treated timber with ropes or chain slings without dropping, breaking outer fibers, bruising, or penetrating the surface with tools. Do not use cant dogs, peaveys, hooks, or pike poles. Protect timber and hardware from damage.

In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the City.

**10-4.35 JOB CONDITIONS** - Coordination: Fit carpentry work to other work.  
Scribe and cope as required for accurate fit.

#### **10-4.40 PRODUCTS**

**10-4.41 WOOD MATERIALS** - Wood: Shall be as indicated on the Plans.

Sizing: Nominal sizes are indicated, except as shown by detailed dimensions. Provide actual sizes as required.

Straightness: A straight line joining the surface of the wood at the ground line and the surface of the wood at the top shall not be more than 1 1/2" from the surface of the pole at any point.

Spiral grain: Twists shall be limited to one complete turn in any 30 feet of length. Seasoning checks: The width of any check shall not exceed 1/16".

Wood Preservative for Field Treatment: A clear water repellent sealer that does not obscure the wood texture or grain, compatible with the pressure treatment.

Reveal routing: The depth of all reveal routing at the tops of all poles shall not vary more than 1/8" from the specified depth shown in the detail on the Plans.

Preservative Treatment:

Route details, conduit chase, and perform all other cuts on poles prior to the pressure treatment.

Pressure treat poles using water borne salts in accordance with AWPA Standard C1 and C3.

Wood shall have a minimum retention of 1.00 pounds per cubic foot retention. Each piece shall be stamped with a quality mark in accordance with LP- 22 Section 5.1.7 including the words "1.0 PCF Retention or equivalent".

**10-4.42 FASTENERS AND ANCHORAGE** - Provide size and type as indicated on the Plans and as recommended by applicable standards complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers, and anchoring devices. Common wire of number and spacing specified in U.B.C., latest edition, Table No. 25P unless specifically noted otherwise on Plans. Nails, bolts, washers, etc. shall be hot dipped galvanized.

#### 10-4.50 EXECUTION

**10-4.51 GENERAL** - All workmanship shall be in accordance with the best practice known to the trade. Contractor shall be responsible for taking all necessary measurements at the building and for accurate fitting of all work.

Where necessary to avoid splitting, nail holes shall be pre-bored. Split pieces shall be removed and replaced.

Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.



**10-4.52 BOLT HOLES** - Bolt holes in wood shall be drilled 1/16" oversize. Washers shall be used in all bearing of heads and nuts against wood. Bolts, nuts and washers shall be hot dip galvanized where exposed to the weather. All nuts shall be tightened when placed and re-tightened at completion of job or immediately before finishing construction work which will make them inaccessible.

Pre-drill all holes for wood screws and/or lag bolts to 3/4 of their diameter. Lag bolts are to have standard cut washers, or the equivalent thereof, under the head. The bolts shall be taken up snug and shall be re-tightened at the latest practicable time during the construction work.

**10-4.53 FIELD TREATMENT** - Field treat all cuts, bevels, notches, re-facing and abrasions made in the field in treated poles in accordance with AWPA standards and as approved by the Engineer. Trim all cuts and abrasions before field treatment. Paint all depressions or openings around bolt holes, joints, or gaps including recesses formed by counter-boring.

**10-4.54 FIXTURES AND POLES** - Fixtures and poles shall be plumb. All scratches, dents, and other miscellaneous damage to fixtures and poles shall be repaired or replaced by the Contractor as directed by the Engineer. Poles shall be washed to remove excess preservative stains.

**10-4.55 PAYMENT** - The Contract lump sum and unit prices paid for various Wood Construction bid items will be considered full compensation for furnishing all labor and incidentals and for all work involved as specified in this Section and as shown on the Plans.

**APPENDIX A: BID PROPOSAL FORMS**



CITY OF SAND CITY

**BID PROPOSAL COVER SHEET**

FOR

**WEST BAY STREET COASTAL ACCESS REPAIR PROJECT**

Submit the following items unbound:

<u>ITEM</u>	<u>INCLUDED</u>
1. Bid Proposal Cover Sheet (this sheet)	_____
2. Proposal and Bid Schedule	_____
3. Declaration of Bidder	_____
4. Acknowledgement of Addenda (if applicable)	_____
5. Bidder's Statement of Qualifications	_____
6. Subcontractor's List	_____
7. Noncollusion Declaration	_____
8. Debarment and Suspension Certification	_____
9. Certification of Good-Faith Effort (Prime)	_____
10. Bid Bond	_____
11. Certification of Workers' Compensation Insurance	_____
12. Specified or Approved Equal product Submittals	_____

Failure to include required items, including those identified above, may result in your bid being deemed non-responsive resulting in rejection of your bid.

The undersigned Bidder submits the following documents for consideration of the project. The Bidder certifies that all statements and information set forth below are true and accurate.

By: \_\_\_\_\_  
Company Name Signature Date

**WEST BAY STREET COASTAL ACCESS REPAIR PROJECT**

**CITY OF SAND CITY  
PROPOSAL AND BID SCHEDULES**

To the Honorable City Council  
City of Sand City  
City Hall  
Sand City, California

The undersigned declares to have carefully examined the location of the proposed work, that the Plans and Specifications as set forth herein have been examined, and hereby proposes to furnish all materials and equipment and do all the work required to complete the said work in accordance with said Plans and Specifications for the lump sums and unit prices set forth in the following schedule:

**BASE BID SCHEDULE**

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Amount
1	Mobilization	LS	1		
2	Traffic Control System	LS	1		
3	Water Pollution Control Plan	LS	1		
4	CPM Schedule	LS	1		
5	Excavation Safety (Temporary Sheet piling, Shoring, and Bracing)	LS	1		
6	Clearing and Grubbing	LS	1		
7	Hot Mix Asphalt (Type A)-2" Overlay	TON	32		
8	Class II Aggregate Base Material-4" Agg Base New Pavement Section	CY	32		
9	Grind and Removal of Existing Roadway	CY	49		
10	Remove Concrete (Final Pay)	SF	309		
11	Minor Concrete (Curb and Gutter)- (Final Pay)	LF	10		
12	Minor Concrete (Type A1-6 Vertical Curb per Caltrans Standard Plan A87A) -(Final Pay)	LF	116		
13	Minor Concrete (Sidewalk)-(Final Pay)	SF	30		
14	Minor Concrete (Type D-6 Rolled Curb per Caltrans Standard Plan A87A)-(Final Pay)	LF	15		
15	Minor Concrete - Valley Gutter-(Final Pay)	SF	130		
16	Minor Concrete - (Type GO Gutter Depression per Caltrans Standard Plan D73A)-(Final Pay)	SF	68		
17	Adjust Monument Cover to Grade	EA	2		
18	Adjust Sanitary Sewer Manhole Cover to Grade (SSMH)	EA	2		
19	Adjust Water Valve Cover to Grade (WV)	EA	2		
20	Adjust Utility Vault Cover to Grade	EA	1		
21	Adjust Monitoring Well Cover to Grade	EA	1		
22	Remove Existing Storm Drain Catch Basin	EA	1		
23	Remove Existing Storm Water Infiltration System	EA	1		
24	Construct Storm Drain Inlet, Type GO (Depth of 5')	EA	1		
25	Construct 15-Inch RCP Storm Drain Pipe	LF	15		
26	Construct 30" ADS Nyoplast Drain Basin	EA	1		

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Amount
27	Construct 24-Inch HDPE Storm Drain Pipe	LF	5		
28	Construct ADS MC 3500 Underground Chambers	LS	1		
29	Connect New Storm Drain Pipe to Existing Manhole	EA	1		
30	Pavement Marking (White)	SF	85		
31	Curb Markings (Red with White Text)	SF	157		
32	Thermoplastic Traffic Stripe - Detail 43 per CA MUTCD Chapter 3	LF	358		
33	Excavation and Offhaul (Final Pay)	CY	49		
34	Removal and Replacement of Fence	LF	45		
35	Removal and Replacement of Outdoor Pet Station	EA	1		
36	Removal of Bike Post	EA	1		
37	Installation of Bike Rack	EA	1		
38	12" Rock Slope Protection	CY	37		
39	Clearing and Grubbing (Landscape Plans)	SF	1020		
40	Demo and Removal of Existing Pad	SF	420		
41	4" Concrete Paving	SF	420		
42	Thickened Edge	LF	80		
43	Wood Boardwalk	SF	190		
44	Decorative Paving Element	LS	1		
45	Post and Cable Barrier	LF	750		
46	Timber Stairs	LS	1		
47	Metal Handrail	LF	30		
48	Boulders	EA	17		
49	Interpretive Signs	LS	2		
50	Bench	EA	2		

**Total Base Bid Amount \$** \_\_\_\_\_

**Total Base Bid Amount in Words:** \_\_\_\_\_

**BASIS OF AWARD**

Award of contract, if any be made, shall be made to the Contractor with the lowest responsive responsible bid based on the Total Base Bid Schedule (items 1 through 50).

**DECLARATION OF BIDDER**

Only an individual who is authorized to bind the bidding firm contractually shall sign this Declaration of Bidder. The signature must indicate the title or position the individual holds in the firm and be submitted with an original signature. **FAILURE TO PROVIDE ANY OF THE INFORMATION REQUIRED HEREIN INCLUDING CONTRACTOR SIGNATURES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.**

Bidder certifies he/she possesses a license in accordance with a State Act providing for the registration of Contractors. License No. : \_\_\_\_\_, Class: \_\_\_\_\_, Expiration date: \_\_\_\_\_.

In accordance with California Labor Code (SB 854), bidder certifies that he/she is registered with the Department of Industrial Relations. Registration No.: \_\_\_\_\_.

Name of Firm: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

Indicate your organization type (sole proprietorship, partnership, corporation, LLC):

\_\_\_\_\_

I, the official named below, certify that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed herein.

I further certify that, ALL OF THE INFORMATION CONTAINED IN THIS BID PROPOSAL IS TRUE AND CORRECT and this bid is a firm offer for a 90-day period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in \_\_\_\_\_ County, California.

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name and Title

**ACKNOWLEDGEMENT OF ADDENDA**

The Bidder shall list below any and all addenda issued for this project and acknowledge receipt with signature. Failure to acknowledge issued addenda will result in a non-responsive bid:

<b>ADDENDA</b>	<b>DATE RECEIVED</b>
1. _____ Authorized Signatory	_____
2. _____ Authorized Signatory	_____
3. _____ Authorized Signatory	_____
4. _____ Authorized Signatory	_____
5. _____ Authorized Signatory	_____
6. _____ Authorized Signatory	_____

**BIDDER'S STATEMENT OF QUALIFICATIONS**

The Bidder shall list below a minimum of three (3) jobs of a similar nature recently completed by Bidder's organization:

<b>Project Name</b>	<b>Owner Name</b>	<b>Address</b>	<b>Telephone Number/Email</b>	<b>Contact Name</b>
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**SUB-CONTRACTOR'S LIST**

The Bidder shall list below the name, the location of the place of business, and the California contractor license number of any subcontractors proposed to perform work or labor or render service on this project, or a subcontractor licensed by the State of California who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications of this project, whose work is in excess of one-half of 1 percent of the Bidder's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Bidder's total bid or ten thousand dollars (\$10,000), whichever is greater:

<b>Name of Subcontractor</b>	<b>California Contractor License Number</b>	<b>California DIR Registration Number</b>	<b>Location of Place of Business</b>	<b>Trade or Portion of Work</b>
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**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

I declare under penalty of perjury that the foregoing is true and correct and that this certification is signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ [city], \_\_\_\_\_ County, California.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**CERTIFICATION OF GOOD-FAITH EFFORT TO HIRE MONTEREY BAY AREA RESIDENTS**  
**(Prime Contractor – To be Submitted with Bid)**

I, \_\_\_\_\_, a licensed contractor, or responsible managing officer, of the company known as \_\_\_\_\_, do hereby certify, under penalty of perjury, that I have met, or made a good-faith effort to meet, the requirements set forth in Sand City Municipal Code Chapter 12.20. Further, I certify that during the performance of the contract, I shall keep an accurate record on a standardized form showing the name, place or residence, trade classification, hours employed, proof of qualified individual status, per diem wages and benefits of each person employed by the company on the specific public works project, including full-time, part-time, permanent, and temporary employees, and provide such records to the City upon request, within five working days. I understand that I am responsible for insuring that any subcontractor working under my direction, complies with this ordinance, including submitting a Certification of Good Faith Effort to Hire Monterey Bay Residents, and to keeping accurate records as described above.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 Date

**BID BOND**  
**(To be Submitted with Bid)**

KNOW ALL MEN BY THESE PRESENTS that the undersigned, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ and authorized to do business as a surety in the State of California, are held and firmly bound unto the City of Sand City ("the Obligee") in the sum of **Ten Percent (10%) of the Basis of Award (\$ \_\_\_\_\_)** in lawful money of the United States, for the payment of which sum well and truly be made, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as:

**WEST BAY STREET COASTAL ACCESS REPAIR PROJECT**

NOW THEREFORE, if the bid or proposal submitted by the Principal is accepted and the Principal is awarded the Contract, and the Principal, within the period specified therefore or if no period be specified, within fifteen (15) days after the prescribed forms are presented to the Principal for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect; otherwise to remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within fifteen (15) days of the City's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

**[CONTINUED NEXT PAGE]**

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

\_\_\_\_\_  
**(Bidder/Principal Name)**

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

\_\_\_\_\_  
(Typed or Printed Name)

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

\_\_\_\_\_  
**(Surety Name)**

By: \_\_\_\_\_  
(Signature of Attorney-In-Fact for Surety)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-In-Fact)

**Contact name, address, telephone number and email address for notices to the Surety**

\_\_\_\_\_  
(Contact Name)

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

\_\_\_\_\_  
(City, State & Zip Code)

(\_\_\_\_\_) \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
(Email address)

**ALL SIGNATURES MUST BE NOTARIZED. POWER OF ATTORNEY IN FACT AND SEAL OF SURETY MUST BE ATTACHED.**

**CERTIFICATION OF WORKERS' COMPENSATION INSURANCE**

I, \_\_\_\_\_ the \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_, declare, state and certify that:  
(Contractor Name)

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

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

- c. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- d. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

\_\_\_\_\_  
(Contractor Name)

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

\_\_\_\_\_

**SPECIFIED OR APPROVED EQUAL PRODUCT SUBMITTALS**

In certain instances, product submittals for Bidder proposed "Approved Equal" products must be in writing for pre-qualification fourteen (14) calendar days prior to the scheduled bid opening date. In these instances, those products are listed below. Indicate the product for which the bid is based on by placing a checkmark by the product specified or the proposed "approved equal". If proposing with an "approved equal" product, provide the information on the spaces under the specified product. See Special Provisions for additional information relating to those products listed:

√	Product	Model Number	Manufacturer	Product Rating/Certification
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____