

## RESOLUTION NO. 2018-049

### A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS FOR THE CIRCLE DRIVE REHABILITATION PROJECT (PROJECT NUMBER 2017-16) AWARDING THE CONSTRUCTION CONTRACT TO ARGONAUT CONSTRUCTORS AND RELATED ACTIONS

**WHEREAS**, the Circle Drive Rehabilitation Project (Project Number 2017-16) includes the rehabilitation of the existing pavement surfaces on Circle Drive and the Circle Drive neighborhood streets, striping work on Avram Avenue and Commerce Boulevard and parking lot repairs and concrete and asphalt work in the Golis Park Parking Lot; and

**WHEREAS**, the plans and specifications for the Projects were prepared by the Development Services Staff; and

**WHEREAS**, the City of Rohnert Park Municipal Code Title 3 Chapter 3.04 provides that the City's purchasing functions shall be governed by the City's purchasing policy; and

**WHEREAS**, consistent with City of Rohnert Park Purchasing Policy Section 3.6.F *Contracts for Public Projects* and the Public Contract Code, an invitation for bids was posted/published on February 16, 2018 for the Project; and

**WHEREAS**, four bids were received on the bid opening date of March 15, 2018; and

**WHEREAS**, Development Services staff determined that Argonaut Constructors submitted the lowest cost bid and is the lowest responsive and responsible bidder with an amount of \$942,383.72;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park as follows:

1. The above recitals are true and correct and material to this Resolution.
2. The plans and specifications for the Circle Drive Rehabilitation Project (Project Number 2017-16) are hereby approved and adopted (Exhibits A and B).
3. The City Council finds that the Project is exempt from review under the California Environmental Quality Act ("CEQA") because the scope of the project is pavement rehabilitation, and is therefore categorically exempt under CEQA Guidelines section 15301 (Existing Facilities) and 15302 (Replacement or Reconstruction), and directs staff to file a Notice of Exemption for the project.
4. In making its findings the City Council relied upon and hereby incorporates by reference all of the bid materials, correspondence, staff reports and all other related materials.
5. In accordance with California Public Contract Code Section 20160 and any other applicable laws, the City Council of the City of Rohnert Park hereby finds the bid of Argonaut Constructors for the Project to be the lowest, responsive bid and waives any irregularities in such bid in accordance with applicable law.
6. The City Manager is hereby authorized and directed to execute the contract with Argonaut Constructors in substantially similar form to Exhibit C, which is attached hereto and incorporated by this reference, for the sum of nine hundred forty-two thousand

three hundred eighty-three dollars and seventy-two (\$942,383.72) for construction of the Project in accordance with the bid documents and applicable law upon submission by Argonaut Constructors of all documents required pursuant to the Project bid documents.

7. The City Manager is hereby authorized to execute change orders in an amount not to exceed 15% of the bid or one hundred and forty-one thousand three hundred fifty-seven dollars and fifty-six cents (\$141,357.56).
8. City staff is hereby directed to issue a Notice of Award to Argonaut Constructors for this project.
9. This Resolution shall become effective immediately.
10. All portions of this resolution are severable. Should any individual component of this Resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Rohnert Park hereby declares that it would have adopted this Resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section, subsection, clause, sentence, phrase or other portion may be held invalid or unconstitutional.

**DULY AND REGULARLY ADOPTED** this 24th day of April, 2018.

**CITY OF ROHNERT PARK**

**ATTEST:**

  
JoAnne Buergler, City Clerk

  
Pam Stafford, Mayor

Attachments: Exhibits A, B, and C

AHANOTU: Aye BELFORTE: Aye MACKENZIE: Aye CALLINAN: Aye STAFFORD: Aye  
AYES: ( 5 ) NOES: ( 0 ) ABSENT: ( 0 ) ABSTAIN: ( 0 )



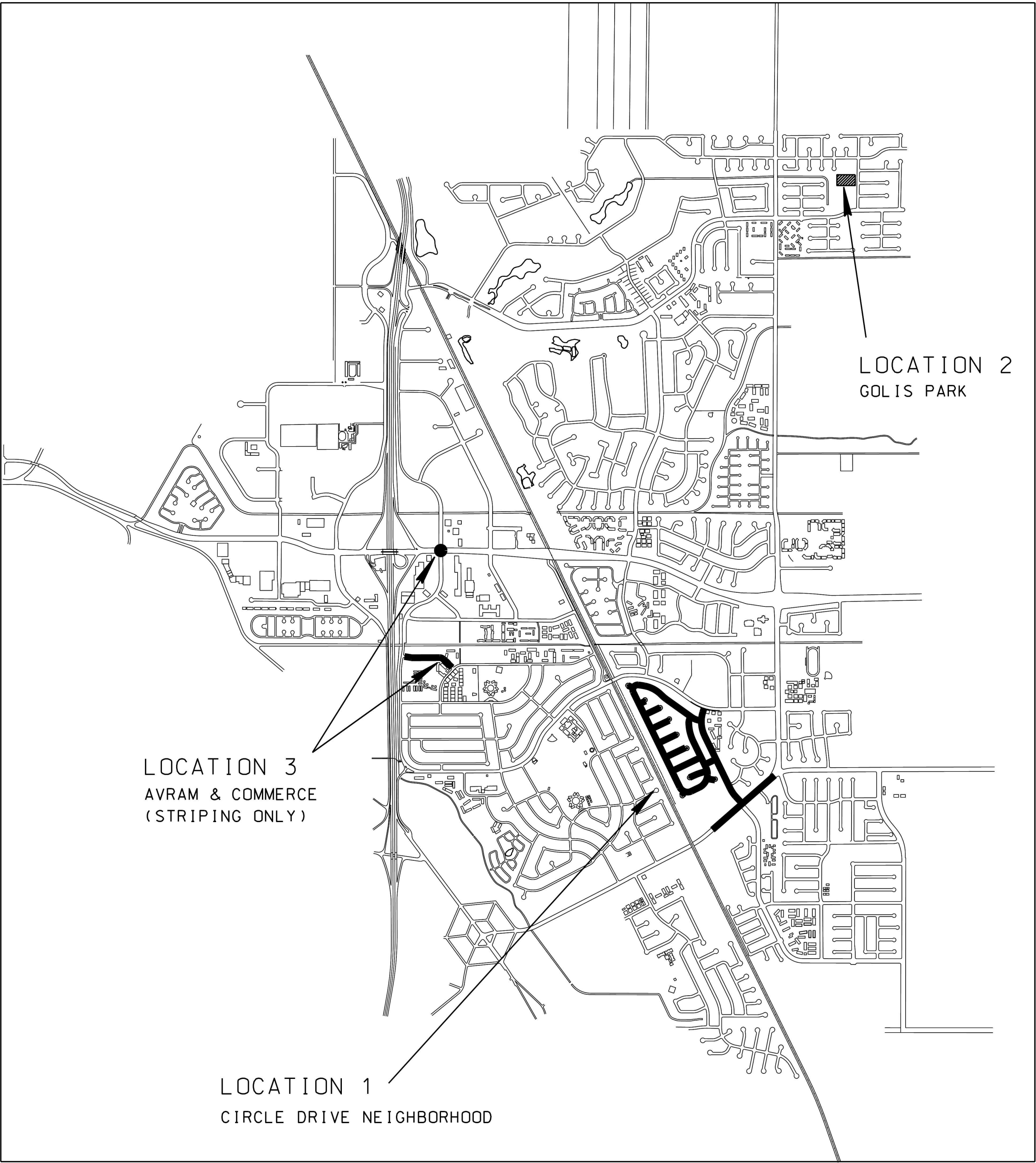
PROJECT	NUMBER	SHEET NO.	TOTAL SHEETS
CIRCLE DRIVE REHAB	2017-16,23	1	16

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IMPROVEMENT PLANS FOR  
CIRCLE DRIVE REHABILITATION (PROJECT 2017-16)  
GOLIS PARK PARKING LOT REPAIRS (PROJECT 2017-23)

TO BE SUPPLEMENTED BY STANDARD PLANS DATED MAY 2006



THE CONTRACTOR'S FIRST ORDER OF WORK SHALL BE TO DETERMINE THE LOCATIONS OF ALL UNDERGROUND AND OVERHEAD UTILITIES THROUGH HIS COORDINATION WITH U.S.A. AND THE VARIOUS UTILITIES. SHOULD UTILITIES REQUIRE RELOCATION, THE CONTRACTOR SHALL CONTACT AND COORDINATE THE RELOCATION WITH THE UTILITY OR UTILITIES INVOLVED. IN ANY CHANCE OF CONFLICT, HAND DIG TO VERIFY LOCATION.



2/14/2018

PROJECT ENGINEER  
REGISTERED CIVIL ENGINEER

DATE

CIVIL

STATE OF CALIFORNIA

ARTUR DA ROSA

NO. C47185

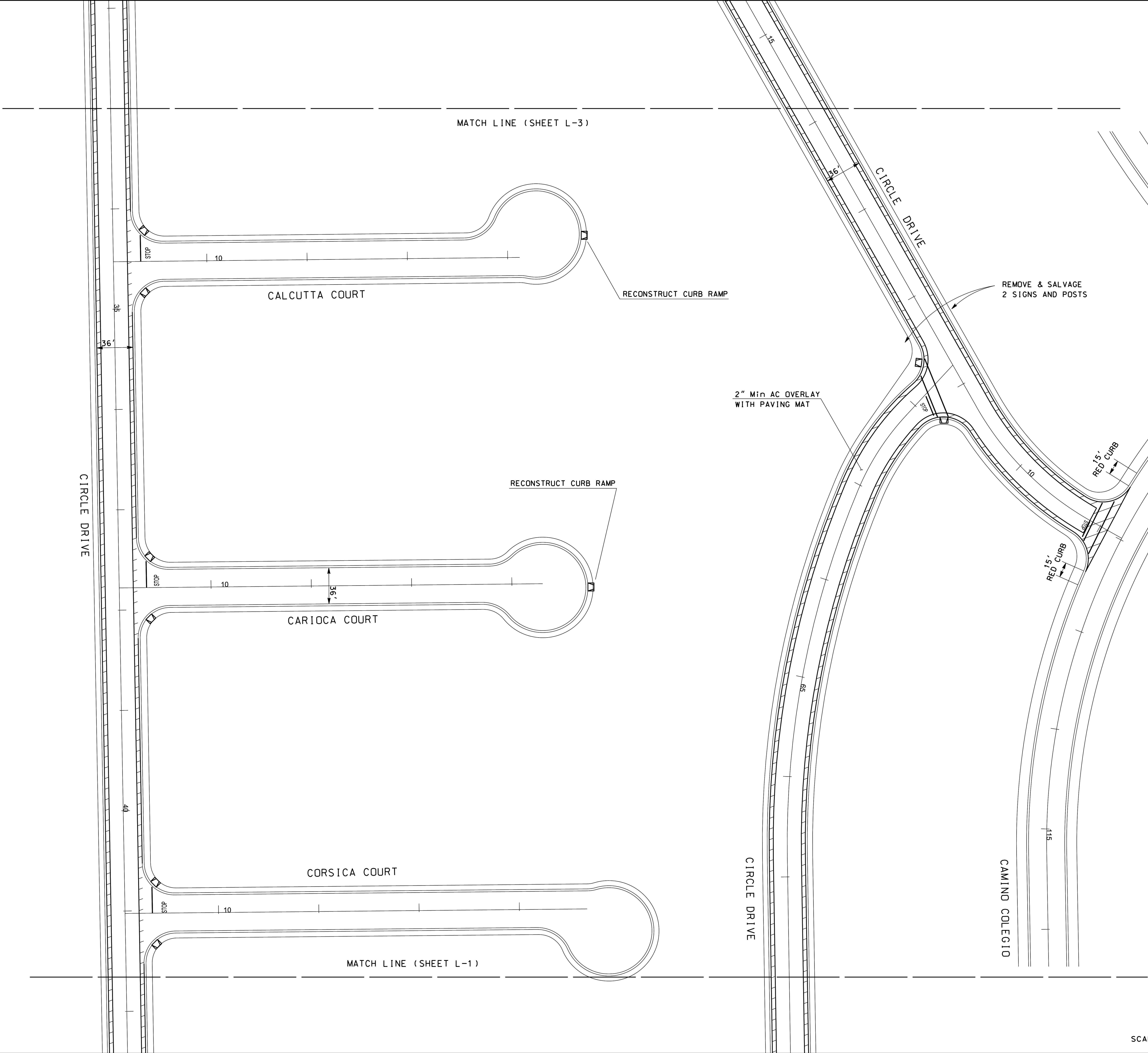
EXP. 12/31/19







CITY OF ROHNERT PARK, CALIFORNIA		CITY ENGINEER		CALCULATED/DESIGNED BY		REVISED BY			
CIRCLE DRIVE REHABILITATION		MARY GRACE PAWSON		CHECKED BY		AJD			
								DATE REVISED	



Project

CIRCLE DRIVE REHABILITATION

SHEET No.

4

TOTAL SHEETS

16

2/14/2018

DATE

REGISTERED ENGINEER

DATE

ARTUR DA ROSA

No. 47185

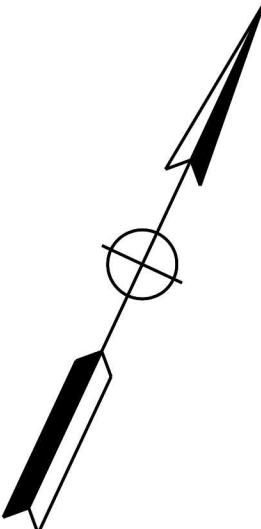
Exp. 12/31/19

CIVIL

REGISTERED PROFESSIONAL ENGINEER

STATE OF CALIFORNIA

- LEGEND
- RETROFIT CURB RAMP (INSTALL TRUNCATED DOME), UNLESS NOTED
  - COLD PLANE (3" Max)
  - CAPE SEAL



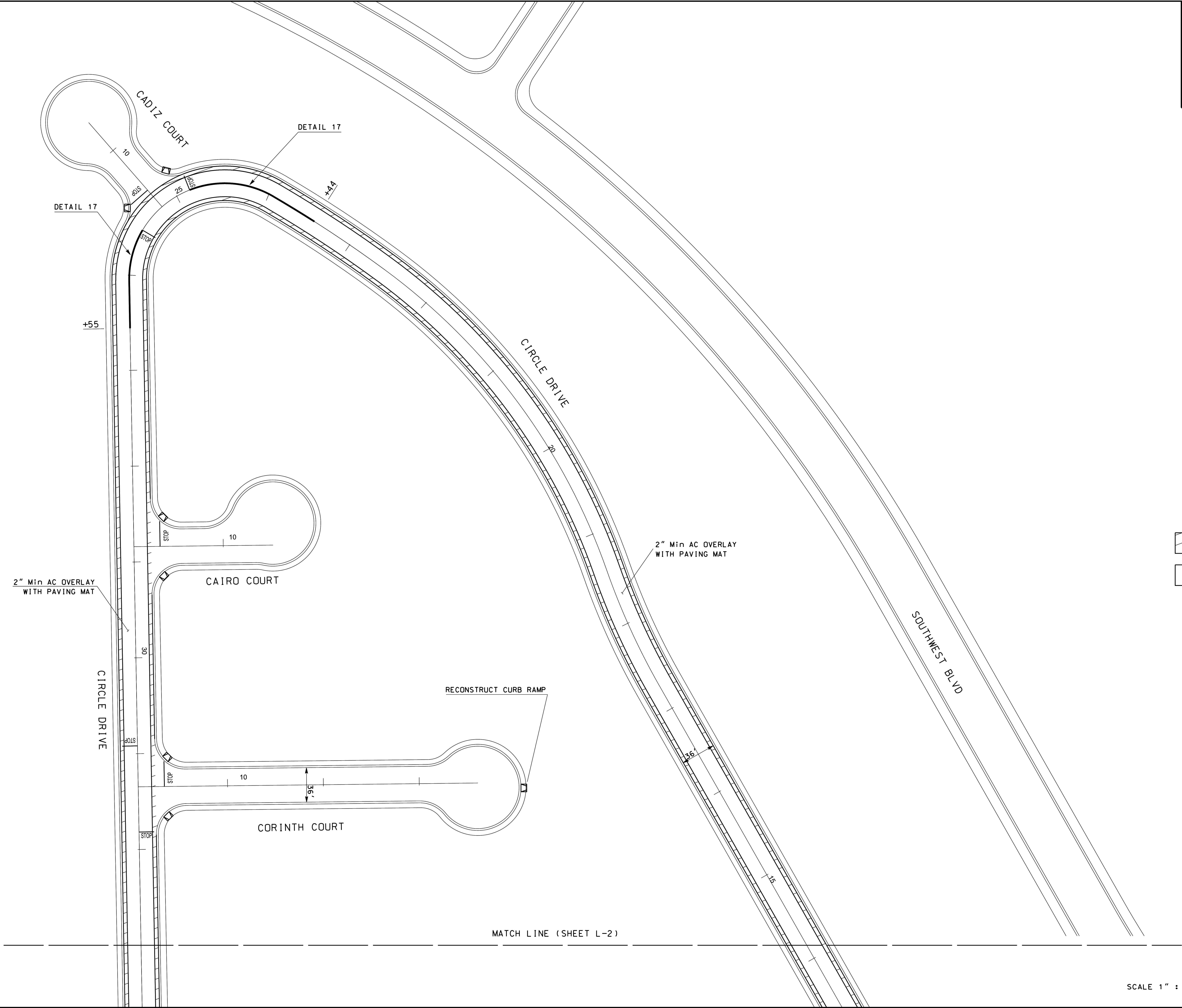
LAYOUT  
L-2  
LOCATION 1



SCALE 1" = 50'



CITY OF ROHNERT PARK, CALIFORNIA		CITY ENGINEER		CALCULATED/DESIGNED BY		AJD		REVISED BY			
CIRCLE DRIVE REHABILITATION		MARY GRACE PAWSON		CHECKED BY				DATE		REVISED	



Project

CIRCLE DRIVE REHABILITATION

SHEET No.

5

TOTAL SHEETS

16

2/14/2018

DATE

REGISTERED ENGINEER

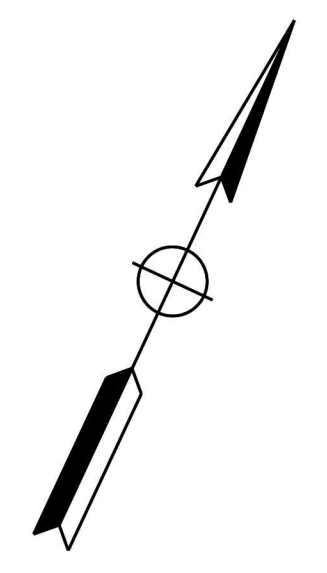
DATE

ARTUR DA ROSA

No. 47185

Exp. 12/31/19

CIVIL



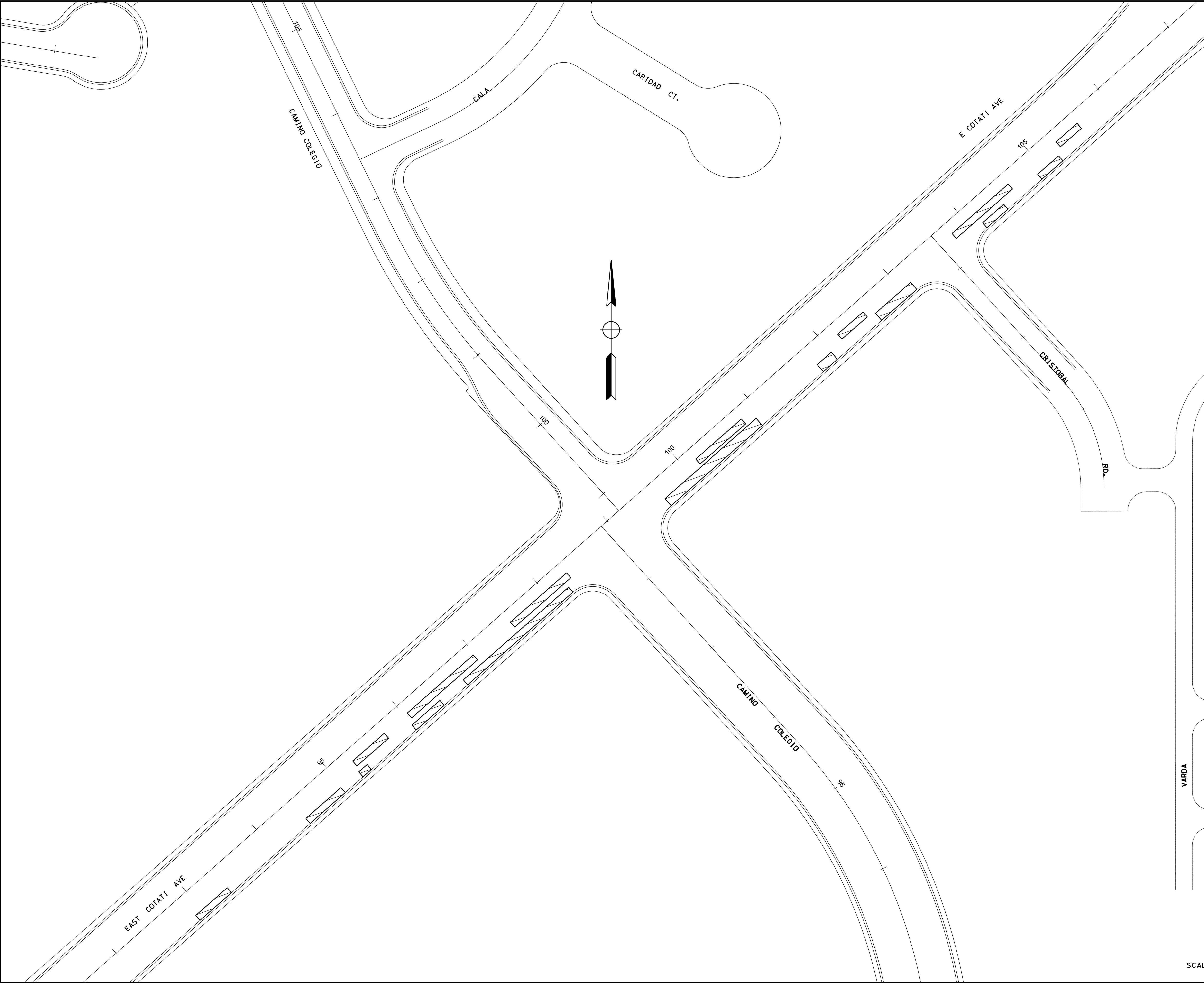
- LEGEND
- RETROFIT CURB RAMP (INSTALL TRUNCATED DOME), UNLESS NOTED
  - COLD PLANE (3" Max)
  - CAPE SEAL



SCALE 1" : 50'

LAYOUT  
L-3  
LOCATION 1

CITY OF ROHNERT PARK, CALIFORNIA		CITY ENGINEER		AJD		REVISED BY	
CIRCLE DRIVE REHABILITATION		MARY GRACE PAWSON				DATE REVISED	
		CALCULATED- DESIGNED BY					
		CHECKED BY					



Project

CIRCLE DRIVE REHABILITATION

SHEET No.

6

TOTAL SHEETS

16

2/14/2018

REGISTERED ENGINEER

DATE

ARTUR DA ROSA

No. 47185

Exp. 12/31/19

CIVIL

REGISTERED PROFESSIONAL ENGINEER

STATE OF CALIFORNIA

LEGEND

DIGOUT REPAIR WITH COLD PLANE (3" Max)

LAYOUT  
L-4  
LOCATION 1

SCALE 1" = 50'

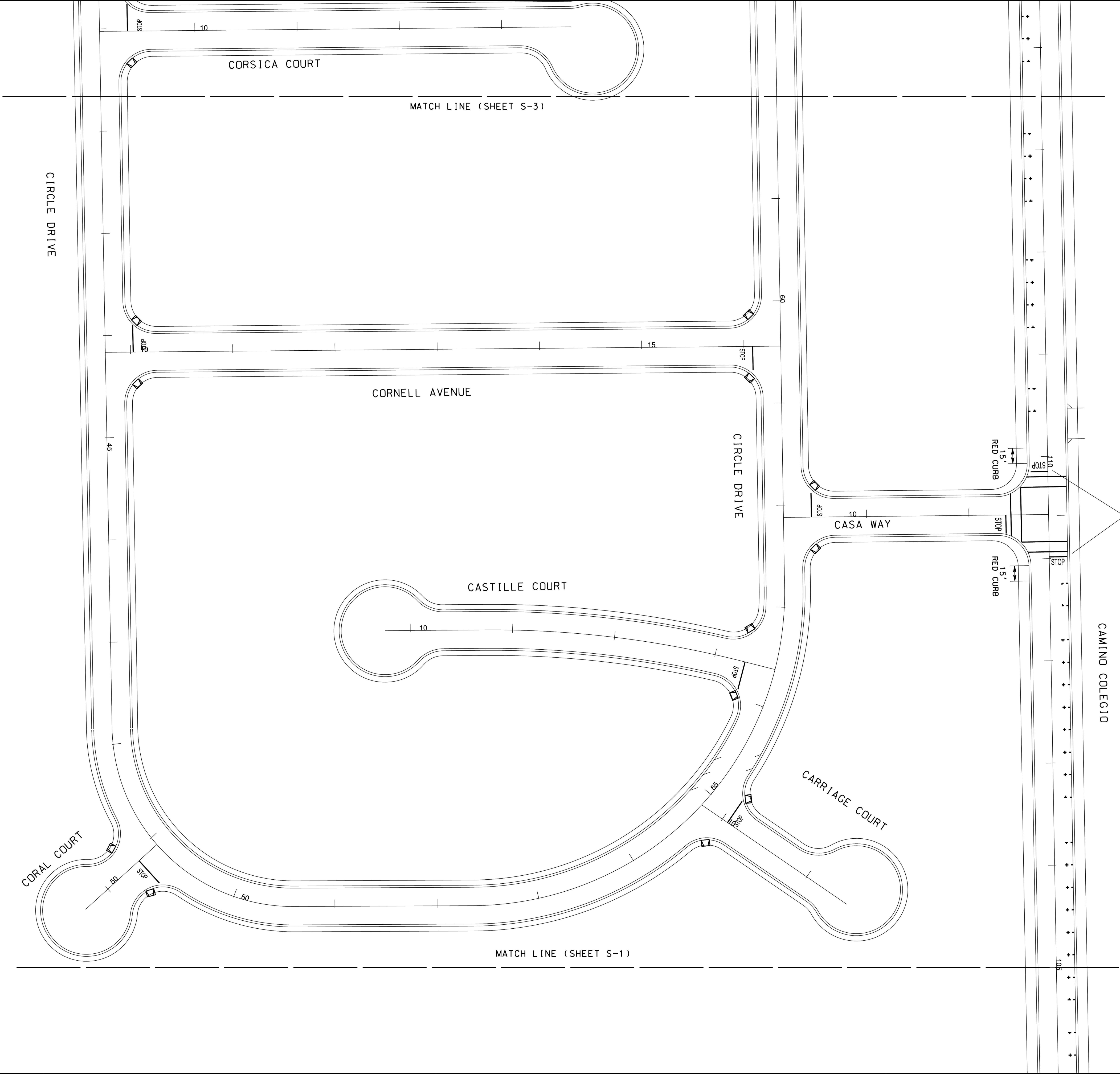








CITY OF ROHNERT PARK, CALIFORNIA		CITY ENGINEER		CALCULATED/DESIGNED BY		AJD		REVISED BY		DATE REVISED	
CIRCLE DRIVE REHABILITATION		MARY GRACE PAWSON		CHECKED BY							



Project

CIRCLE DRIVE REHABILITATION

SHEET No.

9

TOTAL SHEETS

16

2/14/2018

DATE

REGISTERED ENGINEER

ARTUR DA ROSA

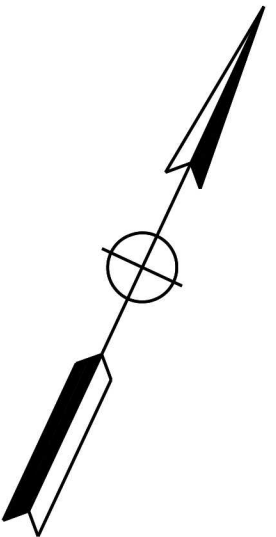
No. 47185

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REGISTERED PROFESSIONAL ENGINEER

STATE OF CALIFORNIA



LEGEND

- +      PARKING TICK

NOTE:  
INSTALL STRIPING IN RED

STRIPING

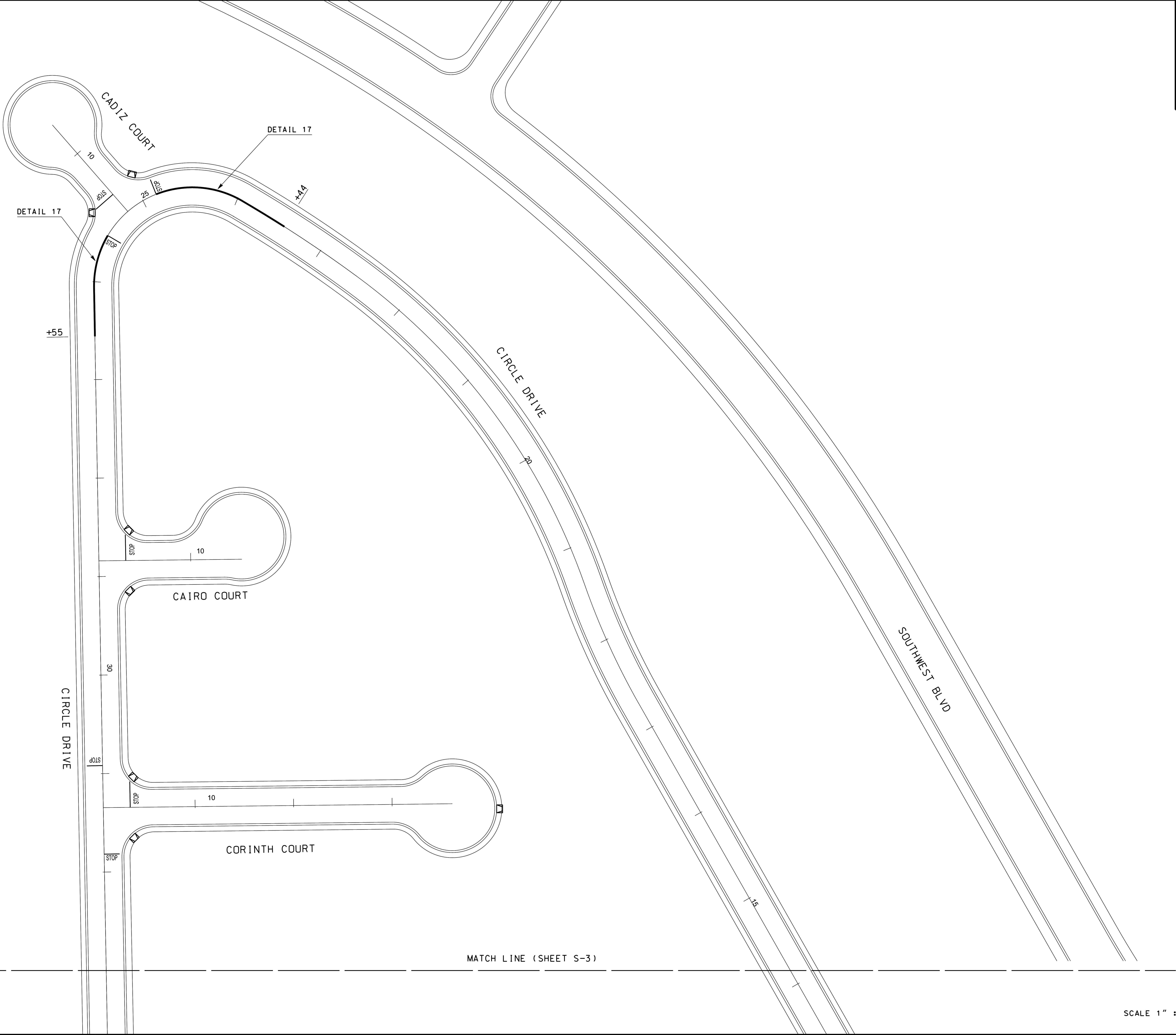
S-2


LOCATION 1

SCALE 1" : 50'



CITY OF ROHNERT PARK, CALIFORNIA		CITY ENGINEER		CALCULATED/DESIGNED BY		AJD		REVISED BY			
CIRCLE DRIVE REHABILITATION		MARY GRACE PAWSON		CHECKED BY				DATE REVISED			



Project		SHEET No.	TOTAL SHEETS
CIRCLE DRIVE REHABILITATION		11	16
		2/14/2018	
REGISTERED ENGINEER		DATE	

REGISTERED PROFESSIONAL ENGINEER

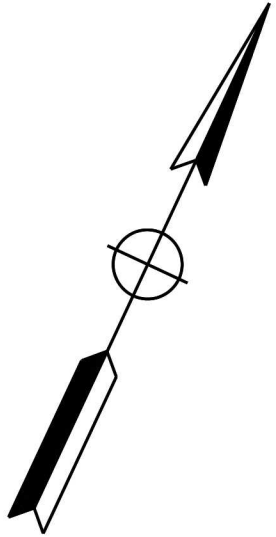
ARTUR DA ROSA

No. 47185

Exp. 12/31/19

CIVIL

STATE OF CALIFORNIA



**LEGEND**

- +      PARKING TICK

NOTE:  
INSTALL STRIPING IN RED

STRIPING

S-4

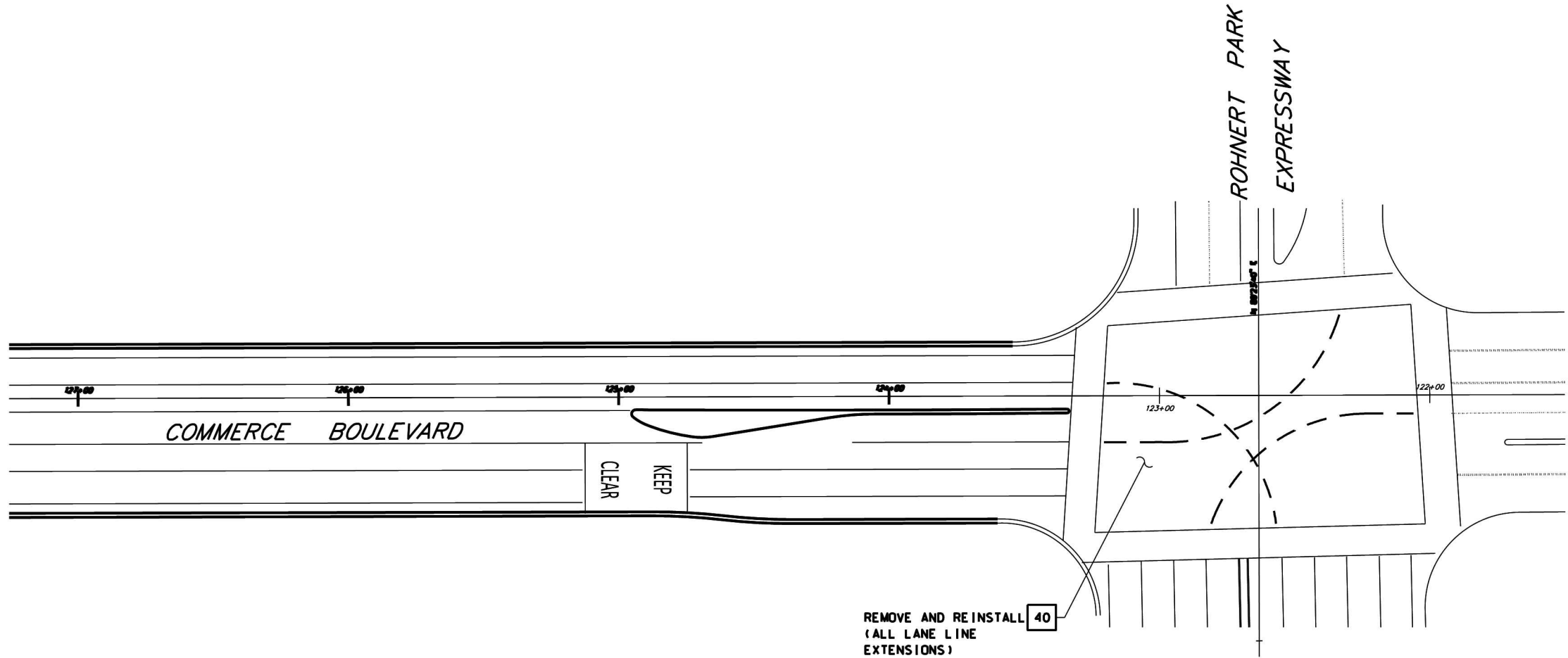
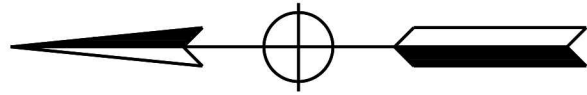
LOCATION 1








CITY OF ROHNERT PARK, CALIFORNIA	CITY ENGINEER		CALCULATED- DESIGNED BY	AJD	REVISED BY		
CIRCLE DRIVE REHABILITATION	MARY GRACE PAWSON		CHECKED BY		DATE REVISED		



SCALE 1" : 50'

NOTE:  
INSTALL STRIPING IN RED

STRIPING  
S-6  
LOCATION 3

Project		SHEET No.	TOTAL SHEETS
CIRCLE DRIVE REHABILITATION		13	16
		2/14/2018	
REGISTERED ENGINEER	DATE	No. 47185 Exp. 12/31/19 CIVIL	

REGISTERED PROFESSIONAL ENGINEER


ARTUR DA ROSA

No. 47185

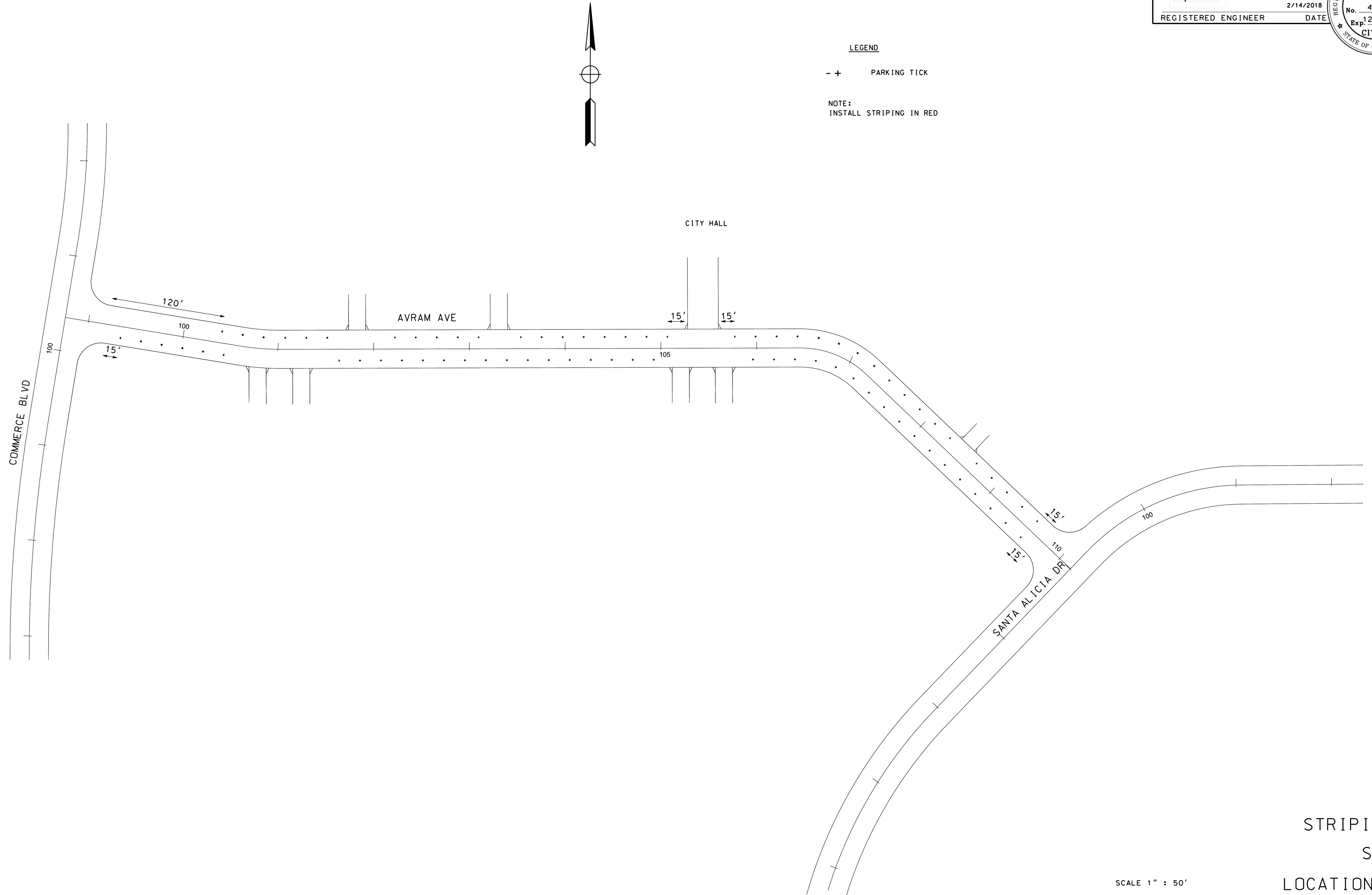
Exp. 12/31/19

CIVIL

STATE OF CALIFORNIA

Project	SHEET No.	TOTAL SHEETS
CIRCLE DRIVE REHABILITATION	14	16
		
2/14/2018		
REGISTERED ENGINEER	DATE	

A circular professional engineer seal for the State of California. The outer ring contains the text "REGISTERED PROFESSIONAL ENGINEER" at the top and "STATE OF CALIFORNIA" at the bottom, separated by two stars. The center of the seal contains the following information: "ARTUR DA ROSA" (name), "No. 47185" (license number), "Exp. 12/31/19" (expiration date), and "CIVIL" (discipline).



CITY OF ROHNERT PARK, CALIFORNIA	CITY ENGINEER				
CIRCLE DRIVE REHABILITATION	MARY GRACE PAWSON				
		CALCULATED- DESIGNED BY	AJD	REVISED BY	
		CHECKED BY		DATE REVISED	







**Exhibit B**

**CITY OF ROHNERT PARK**  
**CONTRACT DOCUMENTS, SPECIAL PROVISIONS AND**  
**STANDARD SPECIFICATIONS**  
**FOR**  
**CIRCLE DRIVE REHABILITATION**  
**PROJECT NO. 2017-16**

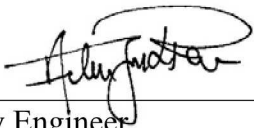


Prepared by  
City of Rohnert Park-  
Development Services / Engineering  
130 Avram Avenue, Second Floor  
Rohnert Park, CA 94928  
(707) 588-2232

CITY COUNCIL  
Mayor Pam Stafford  
Vice-Mayor Joseph Callinan  
Council Member Amy Ahanotu  
Council Member Gina Belforte  
Council Member Jake Mackenzie  
City Manager Darrin Jenkins  
City Engineer Mary Grace Pawson

Bid Open:	Thursday, March 15, 2018
Schedule Duration:	45 Working Days
License Requirement:	A or C-32

Approved by: \_\_\_\_\_

  
Deputy City Engineer

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INVITATION FOR SEALED BIDS  
CIRCLE DRIVE REHABILITATION  
PROJECT NO. 2017-16

Notice is hereby given that on March 15, 2018, at 2:00 pm at 130 Avram Avenue, Rohnert Park, California, the City of Rohnert Park will receive and open sealed bids for the Circle Drive Rehabilitation Project No. 2017-08. Bids must be received by Development Services before 2:00:00 PM on Thursday, March 15, 2018, based on the Official Bid Clock displayed in the area where bids are submitted on the Second Floor of City Hall. The work is described generally as AC Overlay with Paving Mat, Digout Repair, Cape Seal, and Pavement Re-striping. The Contractor must have a valid California contractor's license, a Class A or C-32. The Engineer's estimate for this project is \$1,170,000.

Under California Labor Code section 1770 et seq., copies of the determination of the Director of the Department of Industrial Relations of the general prevailing rate of per diem wages for each craft, classification and type of workman needed to execute the work are on file in and available to any interested person on request at the Department of Public Works, or on the Internet at <http://www.dir.ca.gov/dlsr/PWD/index.htm>, and are incorporated herein. (Labor Code § 1773.2.) Prevailing wage determinations will also be posted at each job site.

SB 854 (Stat. 2014, Chapter 28) establishes that no contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

Per California Civil Code Section 3247, a performance bond in the amount of 100% of the bid total will be required from the successful bidder for bids exceeding \$25,000. The bond must be provided within fourteen (14) calendar days from notice of award and prior to the performance of any work.

For any moneys earned by the Contractor and withheld by the City of Rohnert Park to ensure the performance of the contract, the Contractor may, at their request and sole expense, substitute certain securities equivalent to the amount withheld in the form and manner and subject to the terms and conditions provided in the California Public Contracts Code Section 22300.

This notice incorporates by reference the terms, conditions and requirements of the specifications approved by the City, any and all changes or amendments to the specifications and special instructions or special notice issued to or given to prospective bidders.

The City of Rohnert Park makes no representation or warranty of the condition of the jobsite. All prospective bidders are requested to carefully review the plans and specifications and to examine and conduct tests or otherwise satisfy themselves as to the conditions at the project site, subject to coordination with the office of the Rohnert Park City Engineer.

Bids will be publicly opened, examined and declared on said day and hour and referred to and considered by the City Council at a future City Council meeting. Each bid must be submitted on the bid forms furnished by the City, and each bid must include all the items shown on these forms. Substitute forms may be used if specified in this Notice.

A copy of the drawings and specifications may be obtained from the Draft Tech Blueprint, 1544 Terrace Way, Santa Rosa, CA 95404, telephone: 707-578-9442. The cost for each set of plan and specifications shall be the cost of reproduction set by Draft Tech Blueprint. All bidders must purchase a complete set in order to be considered responsive and to receive addenda notification.

Posted Date: February 16, 2018  
Published Date: February 16, 2018

/s/ JOANNE M. BUERGLER  
City Clerk of the City of Rohnert Park

## INSTRUCTIONS TO BIDDERS

The bidder must file its bid with the City Engineer of the City of Rohnert Park, California, using the copy of the Bidder's Proposal and Schedule of Bid Prices furnished with the specifications. These documents must be placed in a sealed envelope marked,

### CIRCLE DRIVE REHABILITATION PROJECT NO. 2017-16

and addressed to the City Engineer of the City of Rohnert Park, California. Said sealed bids must be delivered to the office of the City Engineer of said City located at City Hall, 130 Avram Avenue, Second Floor, Rohnert Park, California, before 2:00:00 PM on Thursday, March 15, 2018, based on the Official Bid Clock displayed in the area where bids are submitted. The bidder must not file the book of Special Provisions or the Contract Drawings with his bid.

The bidders attention is directed to the schedule of bid prices that requires this project be bid as a fixed bid, contract.

**Bid Forms.** The City will furnish to each bidder one additional bound set of Standard Proposal Forms which, when filled out and executed, must be submitted as its proposal. Each proposal must conform and be responsive to the Invitation, the Plans, Specifications and Contract documents.

**Prices.** All proposals must give the prices proposed, both in writing and in figures in the respective spaces provided, and must be signed by the bidder, who must fill out all blanks in the proposal form as therein required.

**Rejection of Bids.** Proposals may be rejected if they show any alterations of form, additions not called for, conditional proposals, incomplete proposals, erasures, or irregularities of any kind, excepting that erasures or delineations in the proposal will be accepted providing they are initialed by the signator of the proposal.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign Contracts on its behalf or a member of a co-partnership, a Power of Attorney must be on file with the City prior to opening proposals or must be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

**Bid Security.** All proposals must be presented under sealed cover and accompanied by one of the following forms of bidder's security: Cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer authorized to transact business in this State, made payable to the City. Said bidder's bond submitted must be the City's bid bond or a bid bond approved in advance by the City Attorney. The security must be in an amount equal to at least 10 percent of the amount proposal. A proposal must not be considered unless one of the forms of bidder's security is enclosed with it. A bidder's bond will not be accepted unless it has been properly filled out and executed by the surety and by the bidder.

**Withdrawal of Bid.** Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of proposals only by written request for the withdrawal of bid filed with the City Engineer. The request must be executed by the bidder or its duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. This article does not authorize the withdrawal of any bid after the time fixed in the public notice for the opening of bids.

**Means of Submittal.** Proposals submitted by facsimile and proposals failing to reach the office of the City



prior to the date and time set for receipt of same will not be considered.

**Opening.** Bids will be opened and read at the time and place indicated in the Invitation for Sealed Bids. Bidders and the public are invited to be present.

**Multiple Proposals.** More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in future proposals. Proposals in which the prices obviously are unbalanced may be rejected.

**License Requirement.** No proposal will be accepted from a Contractor who is not licensed in accordance with law under the provisions of Division III, Chapter 9, of the Business and Professions Code of the State of California, or from a Contractor that has been deemed irresponsible or unresponsive by the City Council.

**Subcontractors.** Subcontractors listed by the bidder in accordance with the Special Provisions included herein must be properly licensed under the laws of the State of California for the type of work which they are to perform.

All bidders are hereby notified that they will be required to comply strictly with the provisions of Sections 4100 to 4113, inclusive, of the Government Code of the State of California.

Each bidder must file with its proposal the name and location of place of business of each Subcontractor who will perform a portion of the Contract work in an amount in excess of one-half of one percent of the total Contract price. In each such instance, the nature and extent of the work to be sublet must be described.

The General Contractor to whom the Contract is awarded will not be permitted, without the written consent of the City, to substitute any person as Subcontractor in place of the Subcontractor designated in the original proposal, or to permit any Subcontract to be assigned or transferred, or to allow it to be performed by anyone other than the original Subcontractor. The City may consent to the substitution of another person as Subcontractor if the original Subcontractor, after having reasonable opportunity so to do, fails or refuses to execute the written Contract presented to it by the General Contractor, when said written Contract is based upon the conditions of the general Contract and complies with the Subcontractor's written proposal.

The failure of the Contractor to specify a Subcontractor for any portion of the Contract work in excess of one-half of one percent of the total Contract price, must be deemed to indicate that the Contractor intends to perform such portion itself. The subletting or Subcontracting of work for which no Subcontractor was designated in the original proposal and which is in excess of one-half of one percent of the total Contract price will be allowed only with the written consent of the City and then only in cases of public emergency or necessity as determined by said City. Under such circumstances, the City is required to establish the facts constituting the emergency or necessity and reduce its findings to a written public record.

Violations of the provisions of these specified sections of the Code must be deemed to be a violation of the Contract, and the City, because of any such violations, must have the right to cancel the Contract. The Contractor, after any such violations, must be penalized to the extent of 20 percent of the amount of the Subcontract involved.

**Material.** The bidder may be required to furnish, as part of the submittal process, a complete statement of the origin, composition, and manufacture of any or all materials to be used in the construction of the work, together with samples. Such samples may be subjected to the tests provided for in these specifications or in the Special Provisions to determine their quality and fitness for the work.

**Additional Requirements.** The bidder's attention is directed to Section 3 of the General Provisions for additional proposal requirements and conditions, and information regarding award and execution of the

contract. Contractor submitting a bid to the City of Rohnert Park, a public entity, must state, under penalty of perjury, the contractor's license number and the license's expiration date. This information must be entered in the Schedule of Bid Prices. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

**Explanations and Addenda.** Any explanation desired by the bidders regarding the meaning or interpretation of the drawings and specifications must be requested in writing and in sufficient time to allow for a written reply to reach them and all other potential bidders before the date and time for submission of bids. Oral explanation or instructions given before award of the contract will not be binding. Any interpretations made will be in the form of an addendum to the specifications or drawings and will be furnished to all bidders and its receipt by the bidder must be acknowledged. Any explanation that makes a material change, addition, or deletion to the terms of the Invitation for Sealed Bids shall be issued no less than 72 hours before the date and time for submission of bids. If an explanation making a material change, addition, or deletion must be issued less than 72 hours before the scheduled date and time for submission of bids, the date and time for submission shall be extended so that a full 72 hours is provided for analysis of the change, addition, or deletion.

**Quantity of Work.** The quantity of work for the unit price items to be done under the contract as noted in the Bid Schedule is but an estimate and is not to be taken as an expressed or implied statement that the actual quantity of work will correspond to the estimate. The right is reserved to increase or decrease, or to entirely eliminate items from the work if found desirable or expedient. The Contractor will be allowed no claims for anticipated profits, loss of profits, or for any damages of any sort because of any difference between the estimated and the actual quantities of work done.

The quantities given in the schedule, for unit price items, are for comparing proposals and may vary from the actual final quantities. Some quantities may be increased and others may be decreased or entirely eliminated, and no claim must be made against the City for damage occasioned thereby or for loss of anticipated profits, the Contractor being entitled only to compensation for the actual work done at the unit prices proposal.

The City reserves and must have the right to increase or decrease the quantities of work to be performed under a scheduled unit item or to entirely omit the performance thereof and upon decision of the City to so do, the City Engineer will direct the Contractor to proceed with the said work as so modified. If an increase in the quantity of work so ordered should result in delay to the work, the Contractor will be given an equivalent extension of time.

All estimates and all measurements used in determining the quantities of unit price items of work done, the percentage of completion of lump sum items of work, and the quantity of materials furnished under the Contract at various times during the progress of the work must be the Engineer's estimates and measurements.

The planimeter must be considered an instrument of precision adapted to the measurements of all areas.

**Insurance.** The bidder's attention is drawn to Section 2.02 of the Special Provisions, Location and Description of Work, and to Section 2.03B of the Special Provisions, Minimum Limits of Insurance.

**Inspection of Site.** The bidder must examine carefully the site of the work contemplated and the proposal, plans, specifications, and the Contract form therefor. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the special provisions, and the Contract.

Where investigation of subsurface conditions has been made by the City in respect to foundation or other design, bidders may inspect the records of the City as to such investigation, including examination of samples, if available. When the Plans include a log of test borings showing a record of the data obtained by the City's investigation of subsurface conditions, said log represents only the opinion of the City as to the character of

material encountered by it in its test borings and is only included for the convenience of bidders.

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

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

No information derived from such inspection of the records of preliminary investigations made by the City or from the maps, plans, specifications, profiles or drawings will in any way relieve the Contractor from any risk from properly fulfilling all the terms of the Contract.

Records of such preliminary investigations as may have been made by the City may be inspected at the office of the Engineer.

**Pre-construction Meeting.** At the pre-construction meeting, the successful bidder must submit a CPM progress schedule which will show the time he/she proposes to occupy in prosecuting the various major divisions of work and his/her proposed sequence of operations. The CPM progress schedule must be subject to the approval of the City Engineer.

**Adjustment of Schedule.** If at any time the construction schedule is inadequate to secure completion of the work within the time specified, and the work is being prosecuted inadequately or improperly, the Engineer must have the right to require the Contractor to submit a revised progress schedule, providing for proper and timely completion of the work.

The Contractor must not be entitled to additional compensation on account of revisions required by the City.

BIDDER'S PROPOSAL

CIRCLE DRIVE REHABILITATION  
PROJECT NO. 2017-16

To: City Council, City of Rohnert Park

The undersigned hereby declares:

- (a) That the only persons or parties interested in this proposal as principals are the following:

\_\_\_\_\_  
(If the bidder is a corporation, give the name of the corporation and the name of its president, secretary, treasurer, and manager. If a co-partnership, give the name under which the co-partnership does business, and the names and addresses of all co-partners. If an individual, state the name under which the contract is to be drawn.)

- (b) That this proposal is made without collusion with any other person, firm, or corporation.
- (c) That he/she has carefully examined the locations of the proposed work, and has familiarized himself/herself with all of the physical and climatic conditions, and makes this bid solely upon his/her own knowledge.
- (d) That he/she has carefully examined the drawings and specifications and makes this proposal in accordance therewith.
- (e) That, if this bid is accepted, he/she agrees to enter into an agreement with City in the form included in the Contract Documents to complete all work as specified in the Contract for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.
- (f) That this bid will remain open and not be withdrawn for the period specified in the Instructions to Bidders.
- (g) That he/she has read the insurance requirements in Section 2.03, Insurance in the Special Provisions section of this bid document;
- (h) That he/she has conferred with his/her insurance carriers or brokers to determine in advance of the bid submission the availability of insurance certificates and endorsements as prescribed and provided herein;
- (i) That if the bid is accepted, he/she will enter into a written contract and within fifteen (15) calendar days furnish the required proof of insurance including certificates and endorsements;
- (j) That failure to comply strictly with the insurance requirements may result in forfeiture of the bid security and withdrawal of the bid proposal.
- (k) That he/she is properly licensed in accordance with California Business and Professions Code section 7000 et seq. Bidder acknowledges that if the bidder is not properly licensed at the time the bid is awarded or as otherwise required by law, the bid will be considered non-responsive and will be rejected.
- (l) That he/she and any subcontractor relied on by him/her will keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the contractor or subcontractor in connection with the public work, as more fully set forth in the Contract. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- (m) That in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contracts Code section 4100 et seq., he/she has listed on the attached "List of Subcontractors" each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or will specifically fabricate and install a portion of the work in an amount in excess of one half of one percent (0.5%) of the total bid sum or in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent (0.5%) of the total bid or \$10,000, whichever is greater, and that no subcontractors may be used other than those specified without written approval of the City Engineer.



- (n) That in the case of any inadvertent error in the listing of the subcontractor's license number for any subcontractor listed on the attached "List of Subcontractors," he/she will provide a corrected license number in writing within 24 hours after bid opening or, if he/she does not, he/she agrees that this bid will be deemed nonresponsive.

Accompanying this proposal is a certified or cashier's check, or bidder's bond payable to the order of the City Clerk of the City of Rohnert Park, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_). Said bidder's bond submitted is the City's bid bond form or a bid bond approved in advance by the City Attorney. Said bidder's bond has been duly executed by the undersigned bidder and by a financially sound surety company authorized to transact business in the State of California.

It is understood and agreed that should the bidder fail within fifteen (15) calendar days after the date of mailing written notice to the successful bidder that the contract has been awarded, to enter into the contract and furnish acceptable surety bonds and insurance on forms included herein, then the proceeds of said check, or bidder's bond, must become the property of the City. But if the contract is entered into and said bonds are furnished or if the bid is not accepted, then said check must be returned to the undersigned or the bidder will be released from the bidder's bond.

\_\_\_\_\_  
Bidder/Company Name

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Telephone Number of Bidder

\_\_\_\_\_  
City

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

SCHEDULE OF BID PRICES  
CIRCLE DRIVE REHABILITATION  
PROJECT NO. 2017-16

In accordance with the plans and specifications therefor approved by the City of Rohnert Park, the undersigned bidder is herewith submitting the following bid prices for the performance of the entire proposed work as described in these specifications and attached drawings:

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
1	Mobilization	1	LS		
2	Traffic Control	1	LS		
3	Cold Plane	70,247	SF		
4	AC	4,701	Ton		
5	Paving Mat	210,226	SF		
6	Curb Ramp	5	EA		
7	Retroft Ramp	26	EA		
8	Cape Seal	135,940	SF		
9	Street Sweeping	1	LS		
10	Signs	4	SF		
11	Thermoplastic striping	1,580	LF		
12	Thermoplastic marking	772	SF		
13	Thermoplastic Parking Tick	101	EA		
14	Raise MH cover to grade	36	EA		
15	Raise water valve to grade	57	EA		
16	Raise Survey Monument cover	26	EA		
17	Raise Cleanout Cover	3	EA		
18	Bike Rack	9	EA		
19	Reflective Marker	135	EA		
20	Misc Conc, Curb & Gutter	140	LF		
21	Wheel Stop	3	EA		
22	Misc Conc, Sidewalk & Landing	279	SF		
23	Paint, Red Curb	60	LF		
City Furnished Material					
A	Sewer MH Lids	36	EA		
Total Amount of Bid (written in words) is: _____					
_____ Dollars and _____ Cents					
In the event of discrepancy between words and figures, the words shall prevail.					
\$ _____ (Figures)					

\_\_\_\_\_  
Address of Bidder

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

\_\_\_\_\_  
City

\_\_\_\_\_  
Name of Bidder (Print)

\_\_\_\_\_  
Telephone Number of Bidder

\_\_\_\_\_  
FAX Number of Bidder

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
License's Expiration Date

Contractor's email address: \_\_\_\_\_

ADDENDUM ACKNOWLEDGEMENT

**ADDENDUM #1** Date \_\_\_\_\_ Signature acknowledging receipt: \_\_\_\_\_

**ADDENDUM #2** Date \_\_\_\_\_ Signature acknowledging receipt: \_\_\_\_\_

**ADDENDUM #3** Date \_\_\_\_\_ Signature acknowledging receipt: \_\_\_\_\_

### BIDDERS QUALIFICATION FORM

Bidders shall supply the following information for projects of similar scope to that described in the Instruction to Bidders that has been completed in the past five years under the direction of the superintendent proposed for this project.

Name and Contact Information for Owner	Name and Total Construction Cost for project	Description of Work Performed
Owner Name: Owner's Representative: Phone Number:		
Owner Name: Owner's Representative: Phone Number:		
Owner Name: Owner's Representative: Phone Number:		
Owner Name: Owner's Representative: Phone Number:		



### LIST OF SUBCONTRACTORS

In accordance with the Public Contract Code of the State of California, each bidder must list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price. In each such instance, the nature and extent of the work to be sublet must be described.

Name, State, Public Works Contractor Registration Number, and Contractor's License Number of Subcontractor	Address of Office, Mill or Shop	Description of Work to be Performed (also show bid Schedule Item No.)	Percentage of Total Contract Work to be Performed

**\*\*Note, the Subletting and Subcontracting Fair Practices Act also requires inclusion of any subcontractor who specially fabricates and installs a portion of the work according to detailed drawings.**

**BID BOND****Bond No.** \_\_\_\_\_

WHEREAS, \_\_\_\_\_ ("Principal") intends to submit a bid to the City of Rohnert Park ("City") for the above-referenced Project, and the terms of the bid require the Principal to submit bidder's security.

NOW, THEREFORE, Principal and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bond unto City in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) lawful money of the United States of America, such sum being not less than ten percent (10%) of the bid amount for the payment of which sum to be made, the Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. .

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal submits a bid for the above-referenced Project, the terms and conditions of which are incorporated herein by reference, and if said bid is rejected by the City, or if said bid is accepted by the City and the Bidder properly executes and submits to the City the Agreement and all required documents (including the Faithful Performance bond, the Labor and Material Bond, and the proof of insurance), then this obligation must be null and void; otherwise it must be and remain in full force and effect.

The Surety hereby agrees, for value received, that its obligations under this bond must in no way be impaired or modified by an agreement between the City and the Principal to extend the time within which the City may accept the Principal's bid, and the surety hereby waives notice of any such extension.

In the event suit is brought upon this bond, the surety must pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs must be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles and signatures.

Principal: \_\_\_\_\_  
(Name of Firm)

Surety: \_\_\_\_\_  
(Name of Firm)

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

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

Address for Notices to Surety:

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

*Note: Notary acknowledgment for Surety and Surety's Power of Attorney must be attached.*

# 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
Firm (print or type)

\_\_\_\_\_  
Signature

## **DECLARATION OF ELIGIBILITY TO CONTRACT**

The undersigned, a duly authorized representative of the bidder, certifies and declares that:

1. The bidder is aware of California Labor Code sections 1771.1 and 1777.7, which prohibit a contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.
2. The bidder is not prohibited from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project under Labor Code sections 1771.1 and 1777.7, or any other provision of law.
3. The bidder is aware of California Public Contract Code section 6109, which states:  
  
    "(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project. Every public work project shall contain a provision prohibiting a contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.  
  
    (b) Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project will be returned to the awarding body. The contractor is responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."
4. The bidder has investigated the eligibility of each and every subcontractor that bidder intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of Public Contract Code section 6109, Labor Code sections 1771.1 and 1777.7, or any other provision of law.

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\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
Signature and Title of Authorized Official



## C O N T R A C T

### CIRCLE DRIVE REHABILITATION

PROJECT NO. 2017-16

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called "Contractor", and the City of Rohnert Park, hereinafter called "City".

### W I T N E S S E T H :

WHEREAS, the City Council of said City has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor.

NOW, THEREFORE, IT IS AGREED, as follows:

1. Scope of Work: The Contractor must perform all the work and furnish all the labor, materials, equipment and all utility and transportation services required to complete all of the work of construction and installation of the improvements more particularly described in the Resolution adopted by the City Council of said City on <<MONTH DAY, YEAR>>, the items and quantities of which are more particularly set forth in the Contractor's bid therefor on file in the office of the City Clerk, except work to be performed by subcontractors as set forth in the Contractor's bid and for which the Contractor retains responsibility.

2. Time of Performance and Liquidated Damages: The Contractor must begin work within fifteen (15) calendar days after official notice by the City Engineer to proceed with the work and must diligently prosecute the same to completion within forty-five (45) working days of that Notice. The Contractor acknowledges and agrees that time is of the essence with respect to Contractor's work and that Contractor shall diligently pursue performance of the work.

In the event the Contractor does not complete the work within the time limit so specified or within such further time as said City Council must have authorized, the Contractor must pay to the City liquidated damages in the amount of \$500 per day for each and every day's delay in finishing the work beyond the completion date so specified. Additional provisions with regard to said time of completion and liquidated damages are set forth in the specifications, which provisions are hereby referred to and incorporated herein by reference.

3. Payments: Payments will be made by City to the Contractor for said work performed at the times and in the manner provided in the specifications and at the unit prices stated in Contractor's bid.

The award of the contract is for a total amount of <<AMOUNT>>.

4. Component Parts and Interpretation: This contract must consist of the following documents, each of which is on file in the office of the City Clerk and all of which are incorporated herein and made a part hereof by reference thereto:

- a) This Agreement
- b) Notice Inviting Sealed Proposals
- c) Instruction and Information to Bidders
- d) Accepted Proposal, with all attachments and certifications
- e) Faithful Performance Bond
- f) Labor and Material Bond
- g) Special Provisions
- h) Standard Specifications
- i) Technical Specifications
- j) Design Standards
- k) Plans, Profiles and Detailed Drawings

In the event of conflict between these documents, the following order of precedence will govern: this contract; change orders; supplemental agreements and approved revisions to plans and specifications; special conditions; standard specifications; detail plans; general plans; standard plans; reference specifications. In the absence of a controlling or contrary provision in the foregoing, the *Standard Specifications* (2010 edition) of the California Department of Transportation shall apply to this project.

5. Independent Contractor. Contractor is and will at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City.

6. Prevailing Wages: Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract will be on file in, and available at City Hall.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.)

Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$200.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay 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.

With each application for payment, Contractor shall also deliver certified payrolls to Owner as set forth above in these General Conditions, and concurrently therewith (but in no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

7. Hours of Labor: Contractor acknowledges that under California Labor Code sections 1810 and following, eight hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810.

8. Apprentices: Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him.

Section 1777.5, as amended, requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases must not be less than one to five except:

- A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- B. When the number of apprentices in training in that area exceeds a ratio of one to five, or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the assignment of an apprentice to any work performed under a public works Contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large, or if the specified task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman, or

- E. When the Contractor provides evidence that he employs registered apprentices on all of his Contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship program if he employs registered apprentices or journeymen in any apprenticeable trade on such Contracts and if other Contractors on the public works site are making such contributions.

The Contractor and any Subcontractor under him must comply with the requirements of Section 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. .

9. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"A contractor must not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter. "

10. Workmen's Compensation Insurance: In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and must for that purpose obtain and keep in effect adequate Workmen's Compensation Insurance.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

11. Indemnity and Insurance: To the fullest extent permitted by law, Contractor must indemnify, hold harmless, release and defend City, its officers, elected officials, employees, agents, volunteers, and consultants from and against any and all actions, claims, demands, damages, disability, losses, expenses including, but not limited to, attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Contractor, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by Contractor including subcontractors hired by the Contractor in the performance of this Agreement excepting liabilities due to the active negligence of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Contractor under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Contractor and must continue to bind the parties after termination/completion of this Agreement.

Contractor shall procure and maintain throughout the time for performance of the work under this Contract the insurance required by the Special Provisions. The requirement that Contractor procure and maintain insurance shall in no way be construed to limit the Contractor's duty to indemnify City as provided in the paragraph above.



Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

12. City Right of Termination and Right to Complete the Work. The City may terminate the Contract when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority. In addition, the occurrence of any of the following is a default by Contractor under this Contract:

- A. Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure its completion within the time specified or any permitted extension.
- B. Contractor fails to complete the Work on time.
- C. Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.
- D. Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.
- E. Contractor fails to make prompt payment to any subcontractor or for material or labor.
- F. Contractor fails to abide by any applicable laws, ordinances or instructions of City in performing the Work.
- G. Contractor breaches or fails to perform any obligation or duty under the Contract.

Upon the occurrence of a default by Contractor, the Director will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to City for the correction or elimination of such default are made, as determined by City, City may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

In event of any such termination, City will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give City written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, City may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. Contractor and the surety will be liable to City for any and all excess costs or other damages incurred by City in completing the Work.

If City takes over the Work as provided in this Section, City may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

13. Substitution of Securities for Withheld Amounts: Pursuant to California Public Contracts Code Section 22300, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and sole expense of the Contractor, securities equivalent to the amount withheld must be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who must pay such moneys to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section must include those listed in the California Public Contracts Code Section 22300 or bank or savings and loan certificates of deposit. The Contractor must be the beneficial owner of any securities substituted for moneys withheld and must receive any interest thereon.

Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Section 22300 for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Any escrow agreement entered into pursuant to this section must contain as a minimum the following provisions:

- a. The amount of securities to be deposited;
- b. The terms and conditions of conversion to cash in case of the default of the Contractor; and
- c. The termination of the escrow upon completion of the contract.

14. General Provisions

A. Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

B. Assignment. Contractor may not assign this Contract without the prior written consent of City, which consent may be withheld in City's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

C. Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

D. Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and City prior to the execution of this Contract.

E. Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the City Council or City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

F. Counterparts, Facsimile or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

G. Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

H. Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

I. Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

J. Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Sonoma. In the event of litigation in a U.S. District Court, venue will be in the Northern District of California.

IN WITNESS WHEREOF, the City of Rohnert Park has caused these presents to be executed by its officers, thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

CITY OF ROHNERT PARK

\_\_\_\_\_

\_\_\_\_\_  
City Manager Date  
Per Resolution No. \_\_\_\_\_ adopted by the Rohnert Park  
City Council at its meeting of \_\_\_\_\_

\_\_\_\_\_  
Name/Title Date

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

## **INSURANCE**

Bidder's attention is directed to the following insurance forms and to Section 2.03 of the Special Provisions, located on Pages 2-1 through 2-6 in the Special Provisions section. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. Failure to comply strictly with the insurance requirements may result in forfeiture of the bid security and withdrawal of the bid proposal.

# CERTIFICATE OF INSURANCE

## CITY OF ROHNERT PARK (the "City")

ISSUE DATE MM/DD/YY)

<b>PRODUCER</b>	<p>THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>												
<b>INSURED</b>	<table border="1"> <thead> <tr> <th style="text-align: center;">COMPANIES</th> <th style="text-align: center;">BEST'S RATING</th> </tr> </thead> <tbody> <tr> <td>COMPANY LETTER <b>A</b> _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER <b>B</b> _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER <b>C</b> _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER <b>D</b> _____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER <b>E</b> _____</td> <td>_____</td> </tr> </tbody> </table>	COMPANIES	BEST'S RATING	COMPANY LETTER <b>A</b> _____	_____	COMPANY LETTER <b>B</b> _____	_____	COMPANY LETTER <b>C</b> _____	_____	COMPANY LETTER <b>D</b> _____	_____	COMPANY LETTER <b>E</b> _____	_____
COMPANIES	BEST'S RATING												
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COMPANY LETTER <b>C</b> _____	_____												
COMPANY LETTER <b>D</b> _____	_____												
COMPANY LETTER <b>E</b> _____	_____												

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> OTHER _____				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MEDICAL EXPENSE (Any one person)	\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	<input type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	<b>PROPERTY INSURANCE</b> <input type="checkbox"/> COURSE OF CONSTRUCTION				AMOUNT OF INSURANCE	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

### THE FOLLOWING PROVISIONS APPLY:

- None of the above-described policies will be canceled until after 30 days' written notice has been given to the City at the address indicated below.
- The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers are added as insureds on all liability insurance policies listed above.
- It is agreed that any insurance or self-insurance maintained by the City will apply in excess of and not contribute with, the insurance described above.
- The City is named a loss payee on the property insurance policies described above, if any.
- All rights of subrogation under the property insurance policy listed above have been waived against the City.
- The workers' compensation insurer named above, if any, agrees to waive all rights to subrogation against the City for injuries to employees of the insured resulting from work for the City or use of the City's premises or facilities.

**CERTIFICATE HOLDER/ADDITIONAL INSURED**  
**CITY OF ROHNERT PARK**  
**130 AVRAM AVENUE**  
**ROHNERT PARK, CA 94928**

### AUTHORIZED REPRESENTATIVE

SIGNATURE \_\_\_\_\_  
 TITLE \_\_\_\_\_  
 PHONE NO. \_\_\_\_\_

Rev. 11/08



THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

Name of Organization:

The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers are named as additional insured.

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

WHO IS INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of "your work" performed for that insured.

#### Modifications to ISO for CG 20 10 11 85

1. The insured scheduled above includes the insured's elected or appointed officers, officials, employees, agents and volunteers.
2. This insurance must be primary as respects the insured shown in the schedule above, or if excess, must stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above must be in excess of this insurance and must not be called upon to contribute with it.
3. The insurance afforded by this policy must not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Entity.
4. Coverage must not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insurance would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

\_\_\_\_\_  
Signature-Authorized Representative

\_\_\_\_\_  
Address

CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)

SUBMIT IN DUPLICATE					
AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR CITY OF ROHNERT PARK (the "City")			ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)	
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE <input type="checkbox"/> Included in Limits <input type="checkbox"/> In Addition to Limits			
Telephone		<input type="checkbox"/> Deductible <input type="checkbox"/> Self-Insured Retention (check which) of \$			
NAMED INSURED		APPLICABILITY. This insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here <input type="checkbox"/> in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS			
TYPE OF INSURANCE		OTHER PROVISIONS			
<input type="checkbox"/> COMMERCIAL AUTO POLICY <input type="checkbox"/> BUSINESS AUTO POLICY <input type="checkbox"/> OTHER					
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: Address: Telephone: ( )			
\$ per accident, for bodily injury and property damage.					
<p>In consideration of the premium charged and notwithstanding an inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:</p> <ol style="list-style-type: none"><li>INSURED. The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.</li><li>CONTRIBUTION NOT REQUIRED. As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy must: (a) be primary insurance as respects the City, its officers, officials, employees, agents or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers must be excess of the Named Insured's insurance and not contribute with it.</li><li>CANCELLATION NOTICE. With respect to the interests of the City, this insurance must not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City.</li><li>SCOPE OF COVERAGE. This policy affords coverage at least as broad as: (1) If primary, Insurance Services Office form number CA0001 (Ed. 1/87), Code 1 ("any auto"); or (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).</li></ol> <p>Except as stated above nothing herein must be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.</p>					
ENDORSEMENT HOLDER					
CITY  CITY OF ROHNERT PARK 130 AVRAM AVENUE ROHNERT PARK, CA 94928		AUTHORIZED Broker/Agent Underwriter REPRESENTATIVE  I (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.  Signature (original signature required)  Telephone: ( ) Date signed:			

SUBMIT IN DUPLICATE			
<b>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY SPECIAL ENDORSEMENT FOR _____ CITY OF ROHNERT PARK _____ (the "City")</b>		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
<b>PRODUCER</b>  Telephone _____		<b>POLICY INFORMATION:</b> Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____	
<b>NAMED INSURED</b>		<b>OTHER PROVISIONS</b>	
<b>CLAIMS:</b> Underwriter's representative for claims pursuant to this insurance. Name: _____  Address: _____ _____ Telephone: (_____) _____		<b>EMPLOYERS LIABILITY LIMITS</b>  \$ _____ (Each Accident) \$ _____ (Disease - Policy Limit) \$ _____ (Disease - Each Employee)	
In consideration of the premium charged and notwithstanding an inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows: 1. CANCELLATION NOTICE. This insurance must not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the City. 2. WAIVER OF SUBROGATION. This insurance Company agrees to waive all rights of subrogation against the City, its officers, officials, employees, agents and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the City. Except as stated above nothing herein must be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
<b>ENDORSEMENT HOLDER</b>			
<b>CITY</b>  <b>CITY OF ROHNERT PARK 130 AVRAM AVENUE ROHNERT PARK, CA 94928</b>		<b>AUTHORIZED _____ Broker/Agent _____ Underwriter _____ REPRESENTATIVE</b>  I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.  Signature _____ (original signature required)  Telephone: ( ) _____ Date signed: _____	

## **PART 2 – SPECIAL PROVISIONS**

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## **SPECIAL PROVISIONS**

### **2.01 PROJECT OWNER**

The Project Owner is the City of Rohnert Park, California. Wherever in these or the Standard Specification the word "Owner" appears, it must be interpreted to mean the City of Rohnert Park.

### **2.02 LOCATION AND DESCRIPTION OF WORK**

Location of work is within the City of Rohnert Park, at Circle Drive, Camino Colegio, E. Cotati Avenue, Golis Park, Avram Avenue and intersection of Commerce and Rohnert Park Expressway.

The work generally consists of, but is not limited to, AC Overlay with Paving Mat, Digout Repair, Cape Seal, and Pavement Re-striping as shown on the plans and specified in these Special Provisions.

### **2.03 INSURANCE**

#### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The following parties or entities must be listed as additional insured by endorsement:

- A. The City of Rohnert Park, its officers, elected officials, employees, agents and volunteers

BIDDER'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Contractors must procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the contractor's agents, representatives, employees or subcontractors. The coverage of the above-named parties as additional insureds shall be "primary and non-contributory" and must state that it will not seek contribution from the City's insurance or self-insurance. The cost of Contractor's insurance must be included in the Contractor's bid. The Notice to Proceed with the Work will not be issued, and the Contractor must not commence work, until such insurance has been approved by the City. Such insurance must remain in full force and effect at all times during the prosecution of the Work and until the



final completion and acceptance thereof. In addition, the Commercial General Liability Insurance must be maintained for a minimum of three (3) years after final completion and acceptance of the Work. It must be the Contractor's responsibility to ensure that proof of insurance is sent to the City during this time. The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

**A. Minimum Scope of Insurance**

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, Code 1 "any auto" or the exact equivalent. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employee(s) will use personal autos in any way on this project, Contractor must provide evidence of personal auto liability coverage for each such person.
3. Workers' Compensation and Employers Liability: Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability insurance, with minimum limits of One Million Dollars (\$1,000,000) per occurrence.
4. Course of Construction insurance coverage must provide "all risk" coverage for the completed value of the project. Policies must contain the following provisions:
  - a. The City must be named as loss payee, and
  - b. The insurer must waive all rights of subrogation against the City.
5. Pollution Exposure and/or Asbestos Pollution Liability

**Coverage must not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

**B. Minimum Limits of Insurance**

Contractor must maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage and \$2,000,000 general aggregate. It is permissible to use excess/umbrella coverage to meet limit requirements provided the umbrella policies are appropriately endorsed and meet all other requirements.

Additionally, a letter clearly identifying the primary policy or policies to which the excess umbrella coverage applies must be submitted attesting to the following: *“Umbrella or excess liability policies must provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage must be “pay on behalf”, with defense costs payable in addition to policy limits. There must be no cross liability exclusion of claims or suits by one insured against another, and such coverage must also apply on a primary and non-contributory basis for the benefit of the City before the City’s own insurance or self-insurance shall be called upon to protect it as a named insured.”*

2. Automobile Liability: \$2,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation providing statutory benefits as required by the Labor Code of the State of California with employers liability insurance, with minimum limits of \$1,000,000 per accident or disease.
4. Course of Construction insurance coverage must provide “all risk” coverage for the completed value of the project. Policies must contain the following provisions:
  - a. The City must be named as loss payee, and
  - b. The insurer must waive all rights of subrogation against the City.
5. Pollution and/or Asbestos Pollution Liability: \$1,000,000 each occurrence/\$1,000,000 policy aggregate. If coverages are written on a Claims Made form:
  - a. The “Retro Date” must be shown and must be before the 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 “Retro Date” prior to the contract effective date, Contractor must purchase “extended reporting” 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 City for review.

Contractor agrees that any available insurance proceeds broader than or in excess of these specified minimum coverage requirements or the limits in subsection (A) shall be available to the additional insureds named above. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified herein; or (2)

such broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured for the work performed; whichever is greater.

**C. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer must reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or the Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions**

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

1. General Liability and Automobile Liability Coverages
  - a. The City, its officers, elected officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage must contain no special limitations on the scope of protection afforded to the City, its officers, elected officials, employees, agents or volunteers.
  - b. The Contractor's insurance coverage must be primary insurance as respects the City, its officers, elected officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected officials, employees, agents or volunteers must be in excess of Contractor's insurance and must not contribute with it.
  - c. Any failure to comply with reporting provisions of the policies must not affect coverage provided to the City, its officers, elected officials, employees, agents or volunteers.
  - d. The Contractor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer must agree to waive all rights of subrogation against the City, its officers, elected officials, employees, agents and volunteers for losses arising from work performed by Contractor for the City.

3. All Coverages

- a. Each insurance policy required by this clause must be endorsed to state that coverage must not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- b. **Coverage must not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

4. Course of Construction policies must contain the following provisions:

- a. The City must be named as loss payee.
- b. The insurer must waive all rights of subrogation against the City.

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a Best's rating of no less than A:VII or as approved by the City.

**F. Verification of Coverage**

Contractor must furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City. Where by statute, the City's workers' compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

**G. Subcontractors**

Contractor must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. Contractor agrees to

include in every subcontract the requirements and provisions of this Section to the extent they apply to the scope of the subcontractor's work. Subcontractors must agree to be bound to the City and the Contractor in the same manner and to the same extent as Contractor is bound to the City. Subcontractor must also agree to include these same provisions with any sub-subcontractor. Contractor must require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the city.

## **2.04 BONDS**

In accordance with Section 3.4 of the Standard Specifications, the Contractor must provide the following bonds:

Labor and Material Bond equal to 100% of the Contract Bid Price, Faithful Performance Bond equal to 100% of the Contract Bid Price. The Faithful Performance Bond must, by its term, remain in full force and effect for a period of one (1) year after the completion and acceptance of said work to guarantee the replacing or making acceptable of any defective materials or faulty workmanship.

The Contractor may elect to post a maintenance bond equal to 100% of the contract bid price, which will run for one year after completion and acceptance of said work to guarantee replacing or making acceptable any defective materials or faulty workmanship prior to the acceptance of said work.

## **2.05 LIQUIDATED DAMAGES**

In accordance with Section 8.6 of the Standard Specifications, Liquidated Damages shall be agreed to amount to **\$500.00** per calendar day.

## **2.06 WITHDRAWALS OF PROPOSALS**

The City reserves the right to reject any and all bids and to waive any informality or irregularity in the bids received.

No bidder may withdraw his/her bid for a period of ninety (90) days from the opening thereof.

## **2.07 DRAWINGS AND SPECIFICATIONS**

The drawings showing location and character of work are entitled **Improvement Plans to the Circle Drive Rehabilitation Project** and are included as a part of these specifications. The City of Rohnert Park Manual of Standards, Details, and Specifications (most recent edition) are the adopted Standard Plans for the City of Rohnert Park and are included as a part of these specifications.



Also included by reference as part of these specifications are the Standard Specifications of the CITY OF ROHNERT PARK, Sections 1-10 inclusive, hereinafter referred to as GENERAL PROVISIONS.

In addition, the technical provisions of the Standard Plans and Standard Specifications, State of California, Department of Transportation, Business and Transportation Agency, 2006 edition, and to revisions thereof are included by reference as a part of these specifications insofar as they refer to materials and methods of work where applicable. Wherever in the SPECIAL PROVISIONS reference is made to Caltrans STANDARD SPECIFICATIONS or STATE STANDARD PLANS, it is these specifications or plans referred to.

## **2.08 COOPERATION AND COLLATERAL WORKS**

The Contractor must conform to the provisions of Section 7.22, "Cooperation and Collateral Works," of the Standard Specifications.

The Contractor must ascertain the nature and extent of any simultaneous collateral work and must coordinate his operations and cooperate to minimize interference.

## **2.09 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

The Contractor must conform to the provisions of Section 7.11, "Preservation of Property," of the Standard Specifications.

Without additional compensation, the Contractor may remove and replace, in a condition as good as or better than original, such small miscellaneous structures as fences and sign posts, that interfere with the Contractor's operations.

All costs to the Contractor for protecting, removing, modifying, relocating and restoring existing improvements must be considered as included in the contract prices paid for the various items of work, and no additional allowance will be made therefor.

## **2.10 PERMITS AND LICENSES**

The Contractor will not be required to obtain a City permit for this work.

The Contractor must have a valid California contractor's license, a Class A or C-32 license. The Contractor will be required to obtain a City Business license.

## **2.11 APPROVED DEBRIS HAULERS**

There are three approved debris haulers within the City and contact information is listed below. The Contractor shall contract with one of the two debris haulers for service on the project.

Payment for debris hauling shall be included within the Contractor's bid and no additional payment will be made for using one of the two approved debris haulers.

Industrial Carting (Global Materials Recovery Services C&D Recycling Facility) (707) 585-6666 or (707) 585-8426	Recology Sonoma Marin 800-243-0291 <a href="https://www.recology.com/recology-sonoma-marin/">https://www.recology.com/recology-sonoma-marin/</a>	Pacific Sanitation 707-838-2597 <a href="http://www.pacificsanitation.com/">http://www.pacificsanitation.com/</a>
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When the Contractor utilizes a staging area or storage yard that is fenced and screened, final cleanup of the staging area and storage yard will be completed before the fence and screen are removed, except for spot cleanup or trimming that may be required in areas directly under or adjacent to the fence and screen.

Unless expressly waived by the City Engineer, when the contractor utilizes an area for storage of material or staging its activities, the area will be fenced and locked and all fencing will be installed with protective screening (i.e., green screen) to minimize the visual impact of the storage and staging area.

## **2.12 FIELD REVIEW PRIOR TO BIDDING**

The bidder must examine carefully the site of the work contemplated and the proposal, plans, specifications, and the contract forms therefor. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of these specifications, the Special Provisions, and the contract.

## **2.13 TESTING**

The City of Rohnert Park will only pay for passing compaction tests meeting the requirements of these specifications. All failing tests will be charged to the Contractor and the costs of such failing tests will be deducted from the contract. In addition, the decision as to when and from what areas tests are to be made will be at the judgment of the Engineer only.

## **2.14 PROJECT IDENTIFICATION SIGN**

The Contractor shall supply 4' x 8' signs to be displayed at the project sites as approved by the Engineer in wording to be provided by the City. The signs shall be constructed in accordance with City STD 742. Wording and location of placement to be provided by the Construction Manager.

## **2.15 NOTIFICATION**

Contractor shall post notification signs at each resident or commercial establishment within 100 yard of the work limit two weeks prior to commencement of work and three days prior to

commencement of work. Contractor shall also notify the trash collection company (Recology) to coordinate work schedule (707-236-0892).

Cost for notification shall be considered as part of mobilization, and no additional payment shall be made.

## **2.16 SUBMITTALS REQUIREMENTS**

The following submittals will be required prior to begin of job: (a) Traffic Control Plan; (b) Asphalt mix design; (c) chip seal and microsurfacing mix design; (d) Paving Mat; (e) sample Street signs; (f) sample bike rack; (g) sample Paint; (h) concrete mix design; (i) water pollution BMP.

Note. Road closure at Circle Drive and E. Cotati Avenue are normally not be permitted. The City may consider partial closure of Circle Drive, with an approved traffic control management plan.

Road Closure at the cul-de-sacs and parking lot will also be permitted with the proper submitted and approved traffic control plans.

## **2.17 STAGING AREA**

Contractor may mark off a 10' wide of Circle Drive immediately north and adjacent to the Caterpillar Park as staging area. No other area had been identified as staging areas.

## **2.18 PROGRESS MEETINGS**

Regular Progress Meetings will be held on a weekly basis or as scheduled by the Engineer. Location, Day and Time of Progress Meeting will be determined by the Engineer.

## **2.19 WATER POLLUTION BMP**

Contractor shall install water pollution BMP's to prevent pollution from entering into storm drain inlets.

## **PART 3 – STANDARD SPECIFICATIONS**

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## **PART 3 CONDITIONS OF THE CONTRACT**

### **SECTION 1**

#### **DEFINITIONS AND TERMS**

Whenever in these specifications, or in any documents or instruments where these specifications govern, the following terms, or pronouns in place of them, are used, the intent and meaning must be interpreted as follows (except as the context requires a different meaning):

##### **Abbreviations**

AAI	American Asphalt Institute
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute Steel Construction
AISI	American Iron and Steel Institute
API-ASME	American Pressure Institute - American Society of Mechanical Engineers
AREA	American Railway Engineering Association
ASA	American Standards Association
ASTM	American Society for Testing Materials
AWPA	American Wood Preservers Association
AWA	American Welding Society
AWWA	American Water Works Association
CRA	California Redwood Association
DFPA	Douglas Fir Plywood Association
NEMA	National Electrical Manufacturers' Association
WCLA	West Coast Lumbermen's Association

##### **Acceptance**

The formal written acceptance by the City of an entire Contract which has been completed in all respects in accordance with the plans and specifications and any modifications thereof previously approved.

##### **Bidder**

Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.



## **City**

City of Rohnert Park

## **City Engineer**

The City Engineer of the City of Rohnert Park.

## **Contract**

The Contract or agreement to be entered into by the successful bidder for the performance of the work must consist of the following documents, each of which is on file in the office of the City Clerk and all of which are incorporated in the Contract and made a part thereof by reference thereto: Contract, Invitation for Sealed Proposals, Instructions and Information to Bidders, Accepted Proposal, Faithful Performance Bond, Labor and Material Bond, Special Provisions, Standard Specifications, Design and Construction Standards, Plans, Profiles and Detailed Drawings.

## **Contractor**

The word "Contractor" must mean the person, persons, partnership or corporation entering into a Contract for the performance of the work required and the legal representative of said party of the agent appointed to act for said party in the performance of the work.

## **Contract Prices**

Either the unit prices or lump sum amounts to be named in the Contract, or the total of all payments under the Contract at the unit prices or lump sum amounts, as the case may be. This definition is for convenience and reference only, and must not be construed to alter the fact that the Contract is an entire Contract for the performance of all work depicted on the plans and as described herein.

## **Directed**

Whenever in these specifications the words "directed," "required," "permitted," "ordered," "instructed," "designated," "considered necessary," "prescribed," or words of like import are used, it must be understood that the directions, requirements, permission, order, instruction, designation, or prescription, etc. of the City Engineer are intended; and, similarly, the words "approved," "acceptable," "satisfactory," or words of like import, must mean approved by, or acceptable or satisfactory to the City Engineer, unless otherwise stated.

## **Engineer**

Engineer must mean properly authorized engineers, inspectors, and superintendents acting severally within their scope of the particular duties entrusted to them by the City Engineer.

## **Federal Agencies**

Whenever in these specifications reference is made to any Federal Agency or officer, such references must be deemed made to any agency or officer succeeding in accordance with law to the powers, duties, jurisdictions and authority of the agency or officer mentioned.

### **Inspector**

The word “Inspector” must mean the authorized individual or firm acting within the jurisdiction entrusted to it by the City Engineer.

### **Plans**

The Plans must mean collectively all of the drawings or plans referenced by the project specifications and made a part thereof, and also such supplemental drawings or plans as the City Engineer must issue from time to time in order to elucidate drawings or plans attached to these specifications, or for showing details which are not shown thereon, or for the purpose of showing changes in the work, as authorized in later paragraphs describing changes and extra work.

### **Specifications**

The directions, provisions, and requirements contained herein as supplemented by such special provisions or special specifications as may be necessary, pertaining to the method and manner of performing the work or the quantities and qualities of materials to be furnished under the Contract. The special provisions or special specifications are specified clauses setting forth conditions or requirements peculiar to the project under consideration and covering work or materials involved in the proposal and estimate but not satisfactorily covered by these Standard Specifications.

### **State**

State of California.

### **Supervision**

The word “supervision” where used in these specifications to indicate supervision by the City Engineer must mean the performance of obligations and the exercise of rights specifically imposed and granted upon and to the City in becoming a party to the Contract, of which the text of these specifications form a part. Excepting as specifically stated herein, supervision by the City must not be construed to mean active and direct superintendence of the details of work.

### **Surety**

The word “surety” or “sureties” must mean the bondsmen or party or parties who may guarantee the fulfillment of the Contract by bond, and whose signatures are attached to said bond.

## **STANDARD SPECIFICATIONS**

## **SECTION 2**

### **PROPOSAL REQUIREMENTS AND CONDITIONS**

#### **2.1 INTENT**

It is the intent of these specifications that the provisions of all sections must apply unless otherwise specified in the Special Provisions, in which case the provisions contained therein must have precedence over those specified in the Standard Specifications. It is also the intent where reference is made to specifications or other organizations for portions of the work, that such reference must apply only to construction methods and materials used in said work.

## **STANDARD SPECIFICATIONS**

### **SECTION 3**

#### **AWARD AND EXECUTION OF CONTRACT**

##### **3.1 AWARD OF CONTRACT**

The City reserves the right to accept or reject any or all proposals and waive technical defects as the best interests of the City may require. Award of the Contract, if it be awarded, will be to the lowest responsive, responsible bidder whose proposal complies with all the requirements prescribed. The award, if made, will be awarded as soon as practicable after the opening of the proposals but not before the time for bid protests set forth below. Proposals in which the prices are obviously unbalanced will be rejected.

The proposals will be compared on a basis of the sum of the totals of the items of the schedule as calculated from the given estimated quantities and the unit prices or lump sums of the amount submitted. The entire work will be awarded to one bidder, unless otherwise specified in the Special Provisions.

##### **3.2 BID PROTESTS**

Any bid protest ("Bid Protest") must be filed in writing with the City Clerk, with a copy to the bidder whose bid is being protested, and served by email or facsimile transmission within 7 (seven) calendar days of the bid opening day. Proof of service of the Bid Protest must be submitted to the City Clerk within one business day of the filing of the Bid Protest.

The Bid Protest must state all grounds upon which the protest is based and include all facts and documents in support of each protest ground.

Any bidder whose bid is subject to a protest may submit to the City Clerk a written response ("Response") to the Bid Protest, with a copy to the protesting bidder, and served by email or facsimile transmission within 5 (five) calendar days of the service of the Bid Protest.

The Bid Protest, and any Response, shall be submitted by the City Clerk 12 (twelve) days after bid opening day to the City Manager or his/her designee for decision ("Decision"). The Decision on the Bid Protest shall be in writing and shall be served upon the protesting bidder, and the bidder whose bid is being protested, via email or facsimile transmission within 5 (five) calendar days of receipt of Bid Protest and any Response. If the City Manager or his/her designee has not issued a written Decision on the Bid Protest within said 5 (five) calendar day period, then the Bid Protest shall be deemed denied. The Decision, by written Decision or deemed denial, shall be final.

Failure to comply with these Bid Protest Procedures shall be deemed to be a waiver of the right to protest a bid.

### **3.3 RETURN OF PROPOSAL GUARANTEES**

Within 10 days after award of Contract, the City will upon demand return the proposal guarantees accompanying the proposals of all bidders, except those of the three lowest responsible bidders as determined by the City. Proposal guarantees of such three lowest responsible bidders will be held until the Contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

### **3.4 BONDS**

Prior to the execution by the City of the Contract, the successful bidder must file good and sufficient bonds to be approved by the City conditioned upon the faithful performance of the Contract and upon the payment of claims for labor and materials in connection therewith. The Contractor must pay all premiums and costs thereof and incidental thereto. Such bonds must not be subject to cancellation.

The payment bond should contain the terms and conditions set forth in Sections 3247 through 3252, inclusive, of the Civil Code of the State of California, and must be subject to the provisions of that chapter and, in addition, must be in the amounts which are specified in the Special Provisions.

The “Bond for Faithful Performance” must be in an amount specified in the Special Provisions and must be so conditioned as to insure the faithful performance of the Contract without exception. The faithful performance bond must also insure the replacing or making acceptable of any defective materials or faulty workmanship which may be discovered at any time, prior to date of final payment or one year after final payment, after which no liability must accrue thereunder except in the case of fraud.

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

Any alterations in the work to be done, or increase or decrease of the materials to be furnished, which may be made pursuant to the terms of said Contract, must not in any way release either the principal or surety thereunder, nor must any extensions of time granted under the provisions of said Contract release either the principal or surety, and notice of such alterations or extensions of the Contract must be waived by the surety. The bonds must be maintained in full force and effect until the Contract has been completely performed and until all claims for material and labor have been paid.



### **3.5 EXECUTION OF CONTRACT**

The Contract must be signed by the successful bidder and returned, together with the Contract Bonds and valid insurance on City forms, within fifteen (15) calendar days after the date of mailing written notice to the successful bidder that the Contract has been awarded.

### **3.6 FAILURE TO EXECUTE CONTRACT**

Failure to execute a Contract, file acceptable bonds, and/or acceptable insurance as provided herein within said fifteen (15) calendar days shall allow the City, at its discretion, to annul the award and claim the proposal guarantee as provided in the California Public Contract Code. If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible bidder. On the failure or refusal of the second or third lowest responsible bidder, to whom any Contract is so awarded, to execute the same, such bidders' guarantees must be likewise forfeited to the City. The work may then be re-advertised or may be constructed by other means as the City may decide.

## **STANDARD SPECIFICATIONS**

### **SECTION 4**

#### **SCOPE OF WORK**

##### **4.1 WORK TO BE DONE BY CONTRACTOR**

The work to be done consists of furnishing all labor, methods or processes, implements, tools, machinery, transportation, insurance, permits, bonds, taxes and materials, except as otherwise specified which are required to construct the [Circle Drive Rehabilitation Project](#).

Where items contain a description of work to be included for payment under a particular item, such description must be considered as including, but not being limited to, the work described. It must be further understood that it is the intent that the cost of all work necessary for the completion of the particular item must be included in the price proposal for the item, unless the cost of such work is specifically included in another item.

##### **4.2 FINAL CLEANUP**

Before final inspection by the City, the Contractor must clean the site and grounds occupied by it in connection with the work of all rubbish, excess materials, falsework, temporary structures, and equipment, and all parts of the work must be left in a neat and presentable condition. Nothing herein, however, must require the Contractor to remove warning and directional signs prior to formal acceptance by the City.

When the Contractor utilizes a staging area or storage yard that is fenced and screened, final cleanup of the staging area and storage yard will be completed before the fence and screen are removed, except for spot cleanup or trimming that may be required in areas directly under or adjacent to the fence and screen.

##### **4.3 CHANGES IN THE CONTRACT - EFFECT BETWEEN PARTIES**

The City reserves the right to make such alterations or deviations, additions to or omissions from the plans and specifications, as may be determined during the progress of the work to be necessary and advisable for the proper completion thereof. When such change is ordered, the City Engineer must determine and state in his/her written order to the Contractor made pursuant thereto whether or not in his/her opinion such change constitutes a material change and what adjustment of consideration provided for in the Contract is warranted. Upon written order of the City Engineer, the Contractor must proceed with the work as so increased, decreased or altered. Such action and any disposition thereof may be taken without notice by City to Insurance Underwriters, Sureties, or Guarantors required by this Contract and absence of notice thereto must in no way whatsoever discharge the obligation of any such party.

When the City and the Contractor fail to agree as to whether an omission of a portion of the work or alterations, or deviations or additions to or omissions from the plans and specifications ordered by the Engineer or City constitute a material change or difference in character of work as herein contemplated sufficient to warrant adjustment in the consideration provided to be paid to the Contractor or fail to agree on the consideration adjustment or compensation to be allowed for such change, the Contractor must forthwith proceed with the changed work upon receipt of written order from the City Engineer and the following procedures must become operative.

Pending a settlement of the dispute, the Contractor must file with the City Engineer, within ten (10) days after receiving such written notice to proceed, a protest setting forth in detail in what particulars the character of the work was changed so as to warrant a consideration adjustment or by what amount the unit cost or other cost was increased or to what extent the consideration demand or reduction in consideration determined by the City Engineer as warranted is excessive. The failure of the parties to agree must in nowise be construed as relieving the Contractor of its duty and responsibility for continuing with performance under the Contract as changed and filing a protest as above provided for. Failure to continue performance under such circumstances must constitute a breach of Contract by the Contractor and the appropriate provisions hereof with relation thereto must apply. The determination of the City Engineer of the amount of reduction in Contract consideration or other consideration to City or increase in consideration or other basis of compensation to Contractor arising out of any such change must be final and binding upon the Contractor, unless it files such a protest as hereinabove provided within ten (10) days after receiving notice from the City Engineer to proceed. Payment by City on the basis of Contract prices so adjusted must constitute full and final performance of City obligation hereunder. If the parties fail to agree prior to completion of the Contract, final payments must not be delayed but must be made in accordance with the City Engineer's determinations subject to further claim of the Contractor and compliance by City with court order, but nothing contained in this clause must excuse the Contractor from proceeding with the prosecution of the work as changed.

#### **4.3.1 Reduction in Cost**

If the cost of work to the Contractor is reduced by reason of any modification of the Contract, compensation must be made to the City therefor or proportionate reduction in Contract consideration must be made therefor.

#### **4.3.2 Quantity Changes**

The quantities given in the proposal schedule for unit price items are for comparing proposals and may vary from the actual final quantities. Some quantities may be increased and others may be decreased or entirely eliminated, and no claims must be made against the City for damage occasioned thereby or for loss of anticipated profits, the Contractor being entitled only to compensation for the actual work done at the unit prices proposed.

### 4.3.3 Extra Work

(a) The City reserves and must have the right, when confronted with unpredicted conditions, unforeseen events, or emergencies, to revise the details of the contemplated work or to add work of a different character or function and have the Contractor perform such revised or added work, as extra work, when such extra work is considered by the City Engineer to be vitally appurtenant to the satisfactory completion of the project. Extra Work is defined as added work of a different character or function and for which no basis for payment is prescribed; or that involving revisions of the details of the work in such a manner as to render inequitable payment under items upon which the Contractor proposed; or that work to be done under stipulated prices as given in the Schedule of Bid Prices.

The signing of the Contract by the Contractor will be deemed to be an agreement on its part to perform extra work, as and when ordered by the City Engineer. The Contractor must give notice to the sureties on the Contractor's bonds if the estimated total value of the Contract, as changed or supplemented, must exceed the original total proposal price by more than twenty-five percent (25%), but failure to give such notice must in no way whatsoever affect the surety's obligation under said bonds. If required extra work results in delay to the work, the Contractor will be given an equivalent extension of time.

(b) Upon decision of the City to have extra work performed, the City Engineer will so inform the Contractor, acquainting it with the details of the new work. Should an item of work within the proposal schedule correspond with the type of work to be done under extra work to the mutual satisfaction of the Contractor and the City, the extra work must be performed at the stipulated bid price and in the manner provided for said item. Should such extra work not correspond to a stipulated bid price, the Contractor must prepare a price for said work based upon its estimate of cost and submit said price and estimate to the City Engineer based on one of the following methods as requested by the City:

(1) For a stated unit price or lump sum amount based upon current prevailing fair prices for materials, labor, plant, overhead, and profit.

(2) On a cost plus markup basis (force account by the Contractor). All work done by the Contractor on a cost plus markup basis will be computed in the manner hereinafter described, and the compensation thus provided must be accepted as payment in full by the Contractor, and no additional payment will be allowed for the use of small tools, superintendent's services, timekeeper's services, nor any other overhead expenses incurred in the prosecution of the force account work.

Total Cost Must Include:

**MATERIALS:** For all materials purchased by the Contractor and used in this specific work, it will receive the actual cost less normal discounts of such materials, including freight and delivery charges, as shown by original receipted bills. It must be understood, however, that such salvage value, as may be agreed upon between the City and the Contractor for materials which are not permanently incorporated in the work, will be deducted from the total amount as derived above.

The City reserves the right to furnish such materials required as it deems advisable, and the Contractor must have no claim for profit on the cost of such materials.

**LABOR:** For all direct labor engaged in the specific operation, the Contractor will receive the prevailing wage paid on the project for each and every hour that said labor is actually engaged in such work. In addition, the City will reimburse the Contractor for compensation insurance payments; contributions made to the State as required by the provisions of the Unemployment Reserve Act, Chapter 352, Statutes of 1935, as amended; and for taxes paid to the Federal Government, as required by the Social Securities Act, approved August 14, 1935, as amended.

**EQUIPMENT RENTAL:** Current Caltrans equipment rental rate shall be used for equipment rental submittal, calculation and payment.

**MARKUP:**

(i) **Work by Contractor.** A 15% allowance must be added to Contractor's direct costs and must constitute the markup for all overhead and profit on work by the Contractor. The Contractor must also be compensated for the actual increase in the Contractor's bond premium caused by the extra work.

(ii) **Work by Subcontractor.** When any of the extra work is performed by a Subcontractor, a 15% allowance must be added to the Subcontractor's direct costs and must constitute the markup for all overhead and profit on work by the Subcontractor. In addition, a 5% allowance must also be added to the Subcontractor's direct cost and must constitute the markup for all overhead and profit for the Contractor on work by the Subcontractor. The Contractor must also be compensated for the actual increase in the Contractor's bond premium caused by the extra work.

(c) The Contractor must not commence extra work until it has secured the approval of the City as to the method and amount of payment thereunder, excepting that the City Engineer may, in writing, order the Contractor to proceed with extra work in advance of such approval.

(d) Upon receipt of the Contractor's price, the City Engineer will make an analysis thereof, and the City will adopt one of the following procedures for prosecuting extra work:

(1) Accept the Contractor's price for lump sum or unit price amount in the original or amended form and direct Contractor to proceed with the work; or direct Contractor to perform the work on a cost plus markup basis.

(2) Have the work performed by the City under separate contract, without undue interference or hindrance to the Contractor and without claim or suit by the Contractor for damages on account thereof.

#### **4.4 MAINTENANCE OF DETOURS**

The Contractor must construct and maintain detours and detour bridges for the use of public traffic as provided in the Special Provisions, or as shown on the plans or as directed by the Engineer, and



payment for such work will be made as set forth in the Special Provisions or at the contract prices for the items of work involved if the work being performed is covered by contract items of work, and no other method of payment therefor is provided in the Special Provisions. Otherwise, the work will be paid for as extra work as specified under Paragraph 4.3 of this section.

When public traffic is routed through the work, provisions for passageway through construction operations will not be considered as detour construction or detour maintenance.

Detours used exclusively by the Contractor for hauling materials and equipment must be constructed and maintained by Contractor at Contractor's expense.

The failure or refusal of the Contractor to construct and maintain detours at the proper time must be sufficient cause for closing down the work until such detours are in satisfactory condition for the use of public traffic.

Where the Contractor's hauling is causing such damage to the detour that its maintenance in a condition satisfactory for public traffic is made difficult and unusually expensive, the Engineer must have authority to regulate the Contractor's hauling over the detour.

#### **4.5 USE OF MATERIALS FOUND ON THE WORK**

The Contractor, with the approval of the Engineer, may use in the proposed construction such stone, gravel, sand or other material suitable, in the opinion of the Engineer, as may be found in the excavation, but it must replace at its own expense with other suitable material all of that portion of the material so removed and used which was contemplated for use in the embankments, backfills, bridge approaches, or otherwise. No charge for materials so used will be made against the Contractor. The Contractor must not excavate or remove any materials from within the project location which is not within the excavation, as indicated by the slope and grade lines, without written authorization from the Engineer.

## **STANDARD SPECIFICATIONS**

### **SECTION 5**

#### **CONTROL OF THE WORK**

##### **5.1 AUTHORITY OF CITY ENGINEER**

The City Engineer must decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work and all questions which may arise as to the interpretation of the Plans and Specifications. His/her decision must be final, and he/she will have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

##### **5.2 PLANS**

The approved Plans are hereby made a part of these Specifications. These Plans show in general the nature and dimensions of the work to be done. It is hereby understood that changes may be made according to the best interests of the City.

##### **5.3 CONFORMITY WITH PLANS**

Finished surfaces in all cases must conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans and working drawings, as may be required by the exigencies of construction, will in all cases be determined by the City Engineer and must be authorized in writing by him/her.

The Contractor must have Plans and Specifications for the project on the project location at all times and must make these Plans and Specifications available to the Engineer upon request.

##### **5.4 WORKING DRAWINGS**

The Contractor must submit such working drawings, in quadruplicate, as required by the Technical Specifications. Working drawings for any structure must consist of such detailed plans as may be required for the prosecution of the work and are not included in the plans furnished by the City. They must include shop details, erection plans, masonry layout diagrams, and bending diagrams for reinforcing steel, which must be approved by the Engineer before any work involving these plans is performed. Plans for cribs, cofferdams, falsework, centering, and form work will be required and must be subject to approval, unless approval is waived by the Engineer. These plans will be subject to approval insofar as the details affect the character of the finished work, but other details of design will be left to the Contractor, who must be responsible for the successful construction of the work.

It is expressly understood, however, that approval by the Engineer of the Contractor's working drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and

details, or for mutual agreement of dimensions and details.

Full compensation for furnishing all working drawings must be considered as included in the prices paid for the various Contract items of work, and no additional allowance will be made therefor.

## **5.5 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS**

These Standard Specifications, the Plans, Special Provisions, Technical Specifications, Contract Change Orders, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is binding as though occurring in all. They are intended to be cooperative and to describe and provide for a complete work.

In case of discrepancy either in the Plans or Specifications, the matter must be promptly submitted to the City Engineer who must make a determination in writing. Any adjustment by the Contractor without this determination must be at its own risk and expense. If the Contractor, in the course of the work, finds any discrepancy in the Plans in the physical conditions of the locality or any errors or omissions in the Plans or in the layout as given by survey points and instructions, it must immediately notify the Engineer in writing who must promptly verify the same. Any work or material not herein specified or shown on the Plans, but which be fair implication in the judgment of the City Engineer, should be included therein, must be done or furnished as a part of the Contract as though shown or included in the Plans or Specifications. Any work done after such discovery, until authorized, must be done at the Contractor's risk.

## **5.6 INTERPRETATION OF PLANS AND SPECIFICATIONS**

Should it appear that the work to be done or any of the matter relative thereto are not sufficiently detailed or explained in the Plans and Specifications, the Contractor must apply to the Engineer for such further explanations as may be necessary and must conform to them as part of the Contract, so far as may be consistent with the original Specifications; and in the event of any doubt or question arising respecting the true meaning of the Specifications, reference must be made to the City Engineer, whose decision thereon must be final.

In the event of any discrepancy between any Plans and the figures written thereon, the figures must be taken as correct.

## **5.7 SUPERINTENDENCE**

An authorized representative of the Contractor must be present at the site of the work at all times, both while work is actually in progress of the Contract and during periods when work is suspended.

Where the Contractor is comprised of two or more persons, co-partnership or corporations, functioning on a joint venture basis, said Contractor must designate in writing to the City the name of their authorized representative who must have supreme authority to direct the work and to whom orders will be given by the Engineer, to be received and obeyed by the Contractor.

The Contractor must have a sufficient number of superintendents or foremen on the site of the work to adequately supervise and direct each major type of its construction work, and when, in the opinion of the Engineer, the Contractor's required supervisory personnel are considered inadequate, the Contractor, upon request from the City, must promptly provide adequate personnel.

## **5.8 LINES, GRADES AND MEASUREMENTS**

Initial staking out of the work will be done by the Contractor, unless otherwise stated in the Special Provisions. The Contractor will establish control lines and offset lines and set all stakes normally required in order that the Contractor can make the necessary measurements therefrom for the layout of the details of its work without the need for surveyors. Survey stakes and bench marks removed by the carelessness of the Contractor or its employees will be replaced by the City at the Contractor's expense.

The Contractor must employ skilled personnel for making measurements and skilled mechanics for setting equipment or metal parts that are to be permanently imbedded in or attached to proposed structures. Any inaccuracies in the placing of equipment or metal parts must be remedied by the Contractor at its own cost. Any inaccuracies in the performance of the Contractor's work due to faulty transfer or measurements must be remedied by the Contractor at its own expense.

## **5.9 INSPECTION**

**5.9.1** Except as otherwise provided in section 5.9.4 below, all material and workmanship, if not otherwise designated by the Specifications, must be subject to inspection, examination and test by the Engineer at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Engineer must have the right to reject defective material and workmanship or require its correction. Rejected workmanship must be satisfactorily corrected, and rejected material must be satisfactorily replaced with proper material without charge therefor, and the Contractor must promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with the replacement of rejected material and/or the correction of defective workmanship, the Engineer may by Contract or otherwise replace such material and/or correct such workmanship and charge the cost thereof to the Contractor, or may terminate the right of the Contractor to proceed.

**5.9.2** The Contractor must furnish promptly without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and tests that may be required by the Engineer. All inspection and tests by the Engineer must be performed in such a manner as not unnecessarily to delay the work. Special, full size and performance tests must be as described in the Specifications. The Contractor must be charged with any additional cost of inspection when material and workmanship are not ready at the time inspection is requested by the Contractor.

**5.9.3** Inspection of material and finished articles to be incorporated in the work at the site must be made at the place of production, manufacture, or shipment, whenever the quantity justifies it, unless otherwise stated in the Specifications; and such inspection and written or other formal acceptance, unless otherwise stated in the Specifications, must be final, except as regards latent defects,

departures from specific requirements of the Contract, damage or loss in transit, frauds, or such gross mistakes amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of material and workmanship for final acceptance as a whole or in part must be made at the site. Nothing contained in this paragraph must in any way restrict the City's rights under any warranty or guarantee. No work must be covered by a succeeding operation until the Engineer has had adequate notice and a sufficient opportunity to inspect the work. Any violation of this requirement will be deemed an attempt to defraud the City, and the work covered may be rejected. The Contractor must comply promptly with the instructions of the Engineer. Failure to so comply must be sufficient cause for breach of Contract. The Engineer may, when in the best interests of the City, order a suspension of the work or any part of the work which is not, in his/her opinion, proceeding satisfactorily.

The inspection of the work must not relieve the Contractor of any of its obligations to fulfill its Contract as prescribed.

**5.9.4** Should it be considered necessary or advisable by the Engineer at any time before final acceptance of the entire work to make an examination of work already completed, and upon which adequate notice and sufficient opportunity for inspection was as provided in the previous paragraph, by removing or tearing out same, the Contractor must on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or non-conforming in any material respect due to fault of the Contractor or its Subcontractors, it must defray all the expense of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual direct cost of labor and material necessarily involved in the examination and replacement, plus markup as determined in Section 4.3, must be allowed the Contractor, and it must, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

**5.9.5** All inspection by the City, the Engineer, or the Engineer's representative is for the use by the City in determining the acceptability of the project by the Engineer. The Contractor is responsible for the quality of all materials supplied and all workmanship. The Contractor must provide and implement a quality control program independent of the inspections provided by the City. Such quality control program must be designed to ensure materials and workmanship are of first quality in conformance with these specifications and the best practices of the construction industry. The contractor's quality control plan must be submitted to the Engineer for review within 15 days of Notice to Proceed. Approval of the quality control plan by the Engineer does not relieve the contractor of providing sufficient tests or certifications to provide a complete and useable product in accordance with these specifications.

## **5.10 UNAUTHORIZED WORK AND DEFECTIVE WORK OR MATERIALS**

Any work done beyond the scope of the Plans, Specifications, established by the City Engineer, or any extra work done without written authority, will be considered as unauthorized and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply promptly with any order of the Engineer made under the provisions of this Section 5, the City Engineer will have authority to cause defective work or materials to be



remedied or removed and replaced, and unauthorized work to be removed, and to deduct the cost from any moneys due or to become due the Contractor notwithstanding that such defective work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.

## **5.11 METHODS AND EQUIPMENT**

Equipment not suitable to produce the quality of work required will not be permitted to operate on the project.

Plants must be designed and constructed in accordance with general practice for such equipment and must be of sufficient capacity and of such character to insure the production of sufficient material to carry the work to completion within the time limit.

The Contractor must provide adequate and suitable equipment and plants to meet the above requirements and, when ordered by the Engineer, must remove unsuitable equipment from the work and discontinue the operation of unsatisfactory plants.

Each machine or unit of equipment must be operated by a person experienced in handling the particular make of machine or unit of equipment in use, at a speed or rate of production not to exceed that recommended by the manufacturer.

All vehicles used to haul materials over existing highways must be equipped with pneumatic tires.

Beam scales for use in batchers, proportioning plants, platform scales, or for other purposes must be equipped with "V" blocks and pivots of hard steel in all hangers or other points of support which are used as parts of the weighing mechanism.

## **5.12 FINAL INSPECTION AND ACCEPTANCE**

The work will be inspected by the City for acceptance promptly upon receipt of notice in writing, for the Contractor, that the work required under the Contract has been performed.

If, in the judgment of the City Engineer, the work has been completed in accordance with the Plans and the Specifications and is ready for acceptance, he/she will arrange to certify and accept the work in accordance with the City's approved procedures. The City Engineer will, in his/her certification to the City, give the date upon which the work was completed. Upon acceptance by the City pursuant to such certification, the date of completion as certified by the City Engineer will be the date of completion of work up to which penalties for liquidated damages, if any, will be computed.

## **5.13 CLEANUP WORK**

During construction the Contractor must keep the site reasonably free and clear from all rubbish and debris. Care must be taken to prevent spillage when hauling is being done on any public road or street, and any such spillage or debris resulting from the Contractor's operation must be

immediately cleaned up.

Upon the completion of the work, the Contractor must remove all plants, building, rubbish, unused materials, concrete forms and other like material belonging to it or used under its direction during the construction. In the event of its failure to do so, the same may be removed by the City at the expense of the Contractor.

## **STANDARD SPECIFICATIONS**

### **SECTION 6**

#### **CONTROL OF MATERIALS**

##### **6.1 CITY-FURNISHED MATERIALS**

The Contractor must notify the City as to the time at which it will require those materials which are to be furnished by the City. This notice must be given in sufficient advance of actual need to avoid delay.

The Contractor shall receive and be responsible for these materials, storing those which may be damaged by the elements, in a safe, substantial manner until they are used in the work.

Any materials delivered in an acceptable condition to the Contractor by the City and subsequently lost to or rejected by the City due to damages from handling, transporting, storing, flood waters, fire, or for any other reasons before its acceptance in the completed work, must be paid for by the Contractor. The total value of such materials will be deducted from moneys due or becoming due the Contractor. Any condemned material must be immediately and permanently removed from the site of work by the Contractor.

Any of the City's materials, remaining unused after all requirements for said materials have been met, must be promptly returned to the City in acceptable condition. These materials must be returned by the Contractor Freight on Board (f.o.b.) the City's truck at the site of work and at such points as will be conveniently accessible to City transportation.

The Contractor must not sell, assign, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract, without the formal consent of the City.

##### **6.2 MATERIALS TO BE FURNISHED BY THE CONTRACTOR**

Unless otherwise specified herein, or on the Plans and Specifications, the Contractor must furnish all materials required for the completion of the Contract. The cost of hauling, storing and handling of all the materials required to be furnished by the Contractor must be included in the unit price proposal in the schedule for the work for which the materials are required.

### **6.3 SOURCE OF SUPPLY AND QUALITY OF MATERIALS**

It is the Contractor's responsibility to require material suppliers and Subcontractors to furnish materials which meet the requirements of the Specifications. All materials which are to become part of the completed project must be new and must conform to the requirement prescribed therefor in these Specifications or as specified in the Special Provisions or Technical Specifications.

Unless otherwise waived in writing by the Engineer, the Contractor will be required to furnish the City with certification prepared and signed by the manufacturer and/or supplier to the effect that items furnished meet all the requirements of the Specifications. Such certification must be furnished prior to the use of the material in any part of the construction.

In the case of sand and gravel to be used for concrete construction, the Contractor must notify the City's representative in writing, the sources of the available materials and secure source approval in writing prior to placing order for delivery of this material to the job site.

### **6.4 WATER AND ELECTRIC POWER**

Unless otherwise indicated in the proposal schedules, the Contractor shall provide, pay all cost for, and maintain at its own expense an adequate supply of water and electric power of a quality suitable for its construction and domestic purposes.

The Contractor must indemnify, defend, and save harmless the City against any and all claims or suits for damages arising from its acquisition and use of electric power and water.

If the Contractor desires to use water from the City's sources (hydrant), a hydrant meter will be required, and it can be obtained at the City Hall.

### **6.5 MATERIALS AND WORKMANSHIP**

All material furnished by the Contractor must be of the specified quality and equal to approved samples, if samples have been submitted. All work must be performed and completed in a thorough, workmanlike manner, notwithstanding any omission from the contract documents. All work done and all materials furnished must comply with these contract documents to the satisfaction of the City.

Materials furnished by the Contractor and determined by the Engineer to be unfit for use must be immediately and permanently removed from the site of work. Unused materials, except such as furnished by the City, must remain the property of the Contractor.

### **6.6 STORAGE OF MATERIALS**

Materials must be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they must be placed on wooden platforms or other hard, clean surfaces and not on the ground. They must be placed under cover when so directed.

Stored materials must be so located as to facilitate prompt inspection.

Unless expressly waived by the City Engineer, when the contractor utilizes an area for storage of material or staging its activities, the area will be fenced and locked and all fencing will be installed with protective screening (i.e., green screen) to minimize the visual impact of the storage and staging area.

## **6.7 SAMPLES AND SPECIMENS**

The Contractor must submit specimens or samples of materials to be used in the work as the Engineer may require.

## **6.8 TRADE NAMES AND ALTERNATIVES**

For convenience in designation within the contract documents, certain equipment or articles or materials may be designated under a trade name of a manufacturer and its catalogue information. The use of alternative equipment or an article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the approval of the City Engineer, in accordance with the following requirements:

The burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials must be upon the Contractor, and it must furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. The City Engineer is to be the sole judge as to the comparative quality and suitability of alternative equipment or articles or materials, and his/her decision must be final.

The price proposal by the Contractor is assumed to be on the basis of trade names specified or designated in the contract documents. Savings resultant from use of a less expensive equal or alternate must accrue to the City and must be subtracted from the unit price for this item.

## **6.9 REMOVAL OF EQUIPMENT OR MATERIALS**

The Contractor must not sell, assign, mortgage, hypothecate or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the Contract without the formal consent of the City.

## **6.10 TESTING OF MATERIALS**

Unless otherwise specified elsewhere in the contract documents, all tests of materials and work for determining compliance with specified requirements must be performed by the City or its authorized representative.



## **STANDARD SPECIFICATIONS**

### **SECTION 7**

#### **LEGAL RELATIONS AND RESPONSIBILITY**

##### **7.1 LAWS TO BE OBSERVED**

The Contractor must keep itself fully informed of all existing and future State and Federal laws and County and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The contractor must at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and must indemnify, defend, and save harmless the City and all its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees. If any discrepancy or inconsistency is discovered in the contract documents for the work in relation to any such law, ordinance, regulation, order or decree, the Contractor must forthwith report the same to the City Engineer in writing.

##### **7.2 PERMITS**

The City will obtain all necessary rights and approvals for the work to occupy properties in streets, highways or railways. The Contractor must obtain all permits and pay any fees connected therewith having to do with its construction operations. The Contractor must furnish the City with a copy of all permits and must fully comply with all conditions and provisions of same.

Bidders must contact railway companies affected by the work under the project and ascertain their requirements in respect to indemnification agreements, bonds and insurance. Upon award of Contract, the Contractor must immediately again contact the railway company and, if required, enter into an indemnification agreement, and furnish bonds and insurance, and pay the fees therefor.

All expenses incurred by the railway company as a result of the Contractor's operations must be borne by the Contractor.

##### **7.3 PATENT CLAIMS**

The bidder must include in the price proposal for the work the patent fees or royalties or charges upon any patented article or process which it may furnish or use in the prosecution of the work, and the bidder to whom the Contract is awarded must indemnify, defend and save harmless the City against any legal action that may be brought for infringement of patents upon any articles or processes that may be used by it in the prosecution of the work. The contractor must furnish satisfactory evidence of release of all claims of this nature before the final payment is made upon the Contract.

## **7.4 SANITARY PROVISIONS**

The Contractor must provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary to comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps. Enclosed toilets must be provided for the use of the persons employed or engaged on any work under these Specifications.

## **7.5 RIGHT OF WAY AND RIGHT OF ACCESS**

The City will acquire all permanent rights of way or permanent easements required for the constructed project. The Contractor is hereby empowered to use the site for the purposes described in the contract documents.

The responsibility for obtaining the right to enter, remove, alter, or make use of any existing road, culvert, bridge, canal, pipeline, levee, fence or similar barrier, lines of communications or improvement of any nature, or the trespassing on privately owned lands, must be in the hands of the Contractor, and it must indemnify, defend and save harmless the City from any and all claims for such damages occasioned by such entering, removing, altering, using or trespassing.

In case of interference to the work by delay of the City in furnishing permanent rights of way or permanent easements, the Contractor will be allowed an extension of time equivalent to the time lost by unavoidable delay in the completion of the Contract because of the failure to furnish the rights of way on time, but no damages will be allowed or paid for such delay.

Rights of way and/or easements and construction easements have been secured for work sites, and for trails and roadways as considered necessary for ingress and egress to the work site. Such rights and/or easements have been delineated on the Plans. The right to enter, remove, alter, or otherwise make use of adjacent property, roads, utility lines, fences, vegetation and other improvements as not included within the rights of way or easements must be at the sole expense and responsibility of the Contractor.

## **7.6 PUBLIC CONVENIENCE AND ACCESS**

The Contractor must conduct its operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business and residence adjacent to the work. No greater quantity of work must be under construction at any one time than can be properly conducted with due regard for the rights of the public. Where existing streets are not available as detours, all traffic must be permitted to pass through the work with as little inconvenience and delay as possible, unless otherwise provided or authorized. If half the street only is under improvement, the other half must be conditioned and maintained as a detour.

The work must be conducted by tunneling, backfilling or bridging where necessary to provide access to fire hydrants and water gates; driveways to service stations, markets or other places of

business requiring public vehicular access; and driveways to private residences, unless the Contractor makes other arrangements satisfactory to the City. Temporary approaches to intersecting streets and alleys must be provided and maintained in good condition. Safe crossings for pedestrians must be provided at intervals of not more than 300 feet.

## **7.7 STORAGE OF MATERIALS IN PUBLIC STREETS, ROADS OR HIGHWAYS**

Construction materials must not be stored in streets unless permitted by the City Engineer.

## **7.8 PUBLIC SAFETY**

Attention is called to the “Construction Safety Order,” “Trench Construction Safety Orders,” “General Safety Orders,” and “Tunnel Safety Rules” of the California Division of Occupational Safety and Health to which the Contractor is required by law to conform. The contractor must provide itself with copies of these rules and orders and must keep a copy of each at the site of its operations and must be governed by the requirements thereof. The requirements concerning Ventilation, General Safety Precautions, Transportation, Roof Inspection, Timbering, and all rules and regulation concerning the use of explosives are of particular importance.

## **7.9 STREET CLOSURES, DETOURS, BARRICADES**

In addition to the requirements of this paragraph and Section 4 of these Specifications, the Contractor must, unless otherwise permitted by the City Engineer, conform to the requirements for street closures, detours and barricades as stipulated in the contract documents. However, the City Engineer may permit deviations from the requirements stipulated therein when such deviations are to the best interests of the City and are approved by the County, City or State authorities concerned.

During the progress of the work, adequate provisions must be made by the Contractor to accommodate the normal traffic along streets and highways immediately adjacent to or crossing the work so as to cause a minimum of inconvenience to the general public.

The Contractor must give due notice to local police and fire departments prior to beginning construction and must cooperate with said departments in complying with their requirements pertaining to emergency vehicles and equipment.

The Contractor must comply with the requirements of the County, City or State authorities concerned in regard to their requirements for closure of streets; the providing of barriers, guards, lights, temporary bridges, flagmen and watchmen; and the posting of proper notices or signals to the public regarding detours and the condition of the work under construction so as to effectively guard the public from danger as a result of the work being done under the Contract. The Contractor must fully comply with such requirements. The Contractor must also be held responsible for compliance with any additional requirements as may arise during the progress of the work. All costs involved in respect to the above requirements will be considered as included in the prices proposal for the various items of work.

The Contractor must furnish, install, and upon completion of the work, remove all signs and warning devices required for directing and protecting the public during construction.

The signs and posting thereof must conform to the current requirements as specified in the manuals covering signs published by the Division of Highways, Department of Public Works of the State of California. Copies of these manuals are on file in the office of the Engineer.

The Contractor must notify the appropriate authorities of any municipality or unincorporated area 24 hours in advance of the start of any construction work being done in said municipality or area.

The provisions of Paragraph 7.14, "Emergencies and Responsibility for Damage," apply to the precautions and safeguards taken by the Contractor in connection with the closure of streets, barricades, detours, signs, etc., as required by the above authorities.

## **7.10 USE OF EXPLOSIVES**

The use of explosives will not be permitted unless explicitly authorized by the Special Provisions or Technical Specifications. If permitted, the method employed and the quantity of explosives used must at all times be subject to the approval of the Engineer. Explosives must be handled, used and stored in accordance with the provisions and requirements of all applicable laws, ordinances and regulations with respect thereto.

The approval by the Engineer for the use of explosives does not relieve the Contractor from its responsibility to indemnify, defend and save harmless the City from any legal actions or claims brought against it because of or on account of the use of explosives.

## **7.11 PRESERVATION OF PROPERTY**

The Contractor shall be held responsible for the protection of the restoration of or the replacement of, any improvements such as, but not limited to, lawns, trees, shrubs, hedges, fences, walls, sidewalks, driveways, curbs, gutters and pavement existing on public or private property at the start of work or placed there during the progress of work and not being specified or shown on the drawings to be either temporarily or permanently removed. Replacement or restoration must meet the approval of the Engineer.

With respect to trees, the Contractor must obtain permission from the Engineer and from the jurisdictional agency concerned prior to the removal or trimming of any trees, except where a tree is specifically indicated in the contract documents to be removed. Trees which are so indicated need not be replaced except where otherwise stipulated in the Specifications.

All costs involved in the protection and restoration of existing improvements as herein specified must be included in the prices proposal for the various items of work.

## **7.12 PRESERVATION OF MONUMENTS**

The Contractor must not disturb any monuments or stakes found on the line of improvements without permission from the Engineer, and shall bear the expenses of resetting any monuments or stakes which may have been disturbed with such permission. The Contractor must reset all street signs and traffic signs disturbed by it during the progress of the work.

## **7.13 SAFEGUARDING EXCAVATIONS AND STRUCTURES**

In making excavations for the project, the Contractor shall be fully responsible for providing and installing adequate sheeting and/or timbering and bracing as may be necessary as a precaution against slides or cave-ins, and to protect all existing improvements of any kind, either on public or private property, full from damage. The Contractor must make necessary repairs to or reconstruction of any such improvements damaged at its own expense and as directed by the Engineer.

The Contractor must remove all shattered rock or other loose material which appears dangerous to workmen or to structures. The fact that such removal may enlarge the excavation beyond the required limits shall not relieve the Contractor from the necessity of making such removal, and the Contractor must be entitled to no additional compensation under any Contract item on account of such removal and enlargement.

All material required for sheeting, bracing and shoring must be furnished by the Contractor and upon completion of the work, except for such as may be left in place, must become the property of the Contractor.

## **7.14 EMERGENCIES AND RESPONSIBILITY FOR DAMAGE**

The Contractor, at all times throughout the performance of the Contract, must take all precautions necessary to effectually prevent any accident or other cause of damage to life or property in any place affected by the operations in consequence of work being done under the Contract and in consequence of any unusual conditions which may arise, and must to this end erect and maintain suitable and sufficient barriers, signs, lights, or other necessary protection. This requirement must also apply to interruption or contamination of public water supply, irrigation, or other public services, or from the failure of partly completed works.

If, in the opinion of the Engineer, the precautions taken by the Contractor are not safe or adequate at any time during the life of the Contract, he/she may order the Contractor to take further precautions, and if the Contractor fails to do so, the Engineer may order the work done by the City forces and charge the Contractor for the cost thereof, such cost to be deducted from any moneys due or becoming due the Contractor. Failure of the Engineer to order such additional precautions, however, must not relieve the Contractor from its full responsibility for public safety.

The Contractor must indemnify, defend and save harmless the City from any legal actions or claims of every name and description brought against it for, or on account of, any injury or damage to person or property received or sustained by any person or persons by or from the Contractor, or any



duly authorized Subcontractor or any agent, employee or workman, by or on account of work done under the Contract of any extension or addition thereof caused by its negligence, or by or in consequence of any negligence in guarding the same, or any material used or to be used for the same, or by or on account of any material, implement, appliance or machine used in the construction, or by or on account of any accident or of any act or omission of the Contractor, or of any duly authorized Subcontractor or any agent, employee or workman.

A sufficient amount of the money due the Contractor under the Contract as must be determined to be necessary by the City may be retained until all legal actions or claims for damages as aforesaid have been settled and evidence to that effect has been furnished to the City. This amount may be retained in addition to that provided for in Paragraph 9.5.

All of the above provisions must include suits for loss of business and/or obstruction or inconvenience to business or private property owners.

#### **7.15 DISPOSAL OF MATERIAL OUTSIDE OF CITY'S RIGHT OF WAY**

Unless otherwise specified in the contract documents, the Contractor must make its own arrangements for disposing of materials outside of City's right of way at its own profit or loss, and it must pay all costs involved therewith.

When any material, including excess or unsuitable excavated earth or other materials are to be disposed of outside of City's right of way, the Contractor must first obtain written permission from the owner on whose property the disposal is to be made, and it must file said written permission or a certified copy thereof, together with a written release from the property owner, absolving the City from any and all responsibility in connection with disposal of material on said property.

Unless otherwise provided in the contract documents, full compensation for all costs involved for disposing of materials, as above specified, must be considered as included in the prices paid for the various Contract items of work, and no additional allowance will be made therefor.

#### **7.16 CONTRACTOR'S RESPONSIBILITY FOR WORK**

The submitting of a proposal hereunder must be considered as evidence that the bidder has carefully examined the site of the work with regard to the climatic and physical conditions which will affect construction operations.

The Contractor must, throughout the entire term of the Contract, assume all risks and expense of interference and delay in its operations, and the protection from or the repair of damage to improvements being built by it under the Contract as may be caused by water of whatever quantity from floods, storms, industrial waste, irrigation, underground, or other sources. The Contractor must also assume full responsibility and expense of protecting or removing and returning to the site of work all equipment or materials under its care endangered by any action of the elements.

Furthermore, the Contractor must indemnify, defend and save harmless the City against all claims

or suits for damage arising from his operations in dewatering the work and control or diversion of water.

All works installed by the Contractor in connection with dewatering, control, and diversion of water, but not specified to become a permanent part of the project, must be removed and the site restored, insofar as practical, to original condition at the Contractor's own expense.

#### **7.17 CITY ENGINEER CANNOT WAIVE OBLIGATIONS**

It is expressly agreed that neither the City Engineer nor any of his/her agents must have the power to waive any of the obligations of these Specifications for the furnishing by the Contractor of good and suitable material and for performing the work as herein described. Failure or omission on the part of the City Engineer, or any of his/her assistants or agents, to condemn defective or inferior work or materials, must not imply acceptance of the work, nor release of the Contractor from obligations at once to tear out, remove and properly replace the same without compensation, at its own cost and expense at any time, upon the discovery of said defective work and material, prior to the final acceptance of the entire Contract; neither must such failure or omission nor any acceptance by the City or by the City Engineer or any other officer or employee of the City be construed as barring the City at any subsequent time from recovery of damages from the Contractor and its sureties, and of such a sum of money as may be needed to remove and to build anew all portions of the work in which fraud was practiced, or improper work or material hidden.

#### **7.18 RIGHTS IN LAND IMPROVEMENTS**

Nothing in these contract documents allows the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any owner, former owner, or tenant of such land, structure or building.

#### **7.19 PERSONAL LIABILITY**

Neither the City, the City Engineer, nor any of his/her agents or other officer or authorized employee of the City is personally responsible for any liability arising under the Contract. The Contractor must maintain in full force and effect, during the entire life of the Contract, public liability, property damage and personal injury insurance in amounts not less than specified in the Special Provisions. The Contractor must maintain on file with the City during the entire life of the Contract a memorandum of coverage or other evidence of such insurance, issued by the underwriter. Said insurance referred to must not be cancelled or renewal thereof declined unless notice is mailed to the named insured at least 45 days prior to the effective date or renewal or at least 60 days prior to the effective date of cancellation. In addition, if a public agency is named as an additional insured by way of endorsement or certificate of insurance, notice should be given to said public agency. The Contractor must pay all premiums whether said premiums cover extra work or work under regular contract items.

#### **7.20 REPAIR OF EQUIPMENT**

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment, or tools used in or upon the work must be considered a part of the work to be performed under the Contract, and any laborers, workmen, or mechanics working on such machinery, equipment or tools, unless employed by bonafide commercial repair shops, garages, blacksmith shops, or machine shops, which have been established and operating on a commercial basis for a period of at least two months prior to the award of the Contract, must be subject to all of the requirements relating to labor set forth herein and in these contract documents.

## **7.21 CONTRACTOR'S LEGAL ADDRESS**

The address given in the proposal is considered the Contractor's legal address, but this may be changed at any time by notice in writing to the City at its office. The delivery to such address, or the depositing in the United States mails in a sealed envelope, postpaid, registered and properly directed to the Contractor's legal address, of any communications is considered a legal and sufficient service of the same upon the Contractor.

## **7.22 COOPERATION AND COLLATERAL WORKS**

Where two or more contractors are employed in related or adjacent work, each must conduct its operations in such manner as not to cause any unnecessary delay or hindrance to the other. Each contractor must be responsible to the other for all damage to work, to person or property, or for loss caused by failure to finish the work within the specified time for completion.

The Contractor must also coordinate its work and cooperate with contractors or workmen employed by other agencies on or adjacent to the site of the work.

## **7.23 UTILITIES**

Utilities for the purpose of these contract documents include, but are not limited to, pipelines, conduits, transmission lines, and appurtenances of "Public Utilities" (as defined in the Public Utilities Act of the State of California) and those of private industry, businesses, or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, and traffic signal systems.

All utility service interrupted or severed by the Contractor's operation must be immediately reinstated by temporary connections, and permanent reconstruction must be made as soon as construction operations permit.

The City has, by a search of known records, endeavored to locate and indicate on the drawings, all utilities which exist within the limits of the work. However, the accuracy or completeness of the utilities indicated on the drawings is not guaranteed. Service connections to adjacent property may or may not be shown on the drawings. It must be the responsibility of the Contractor to determine the exact location of all utilities and their service connections. The Contractor must make its own investigation as to the location and type of existing utilities and their appurtenances and service connections which may be affected by the Contract work and must notify the City as to any utility located by it which has been incorrectly shown or omitted from the drawings.

Work required in connection with utilities because of interference with Contract work will be performed and paid for as specified in the following paragraphs, 7.23.1 through 7.23.8; however, when directed or approved by the City Engineer, changes in line or grade of structure being built may be made in order to avoid utilities. The cost of such changes will be paid for as extra work.

#### **7.23.1 By Other Than the Contractor:**

When it is stated in the contract documents that a utility is to be relocated, altered, or reconstructed by other than the Contractor, the City will conduct all negotiations with the owners in respect to such work, and the work will be done at no cost to the Contractor.

#### **7.23.2 By the Contractor Under A Specified Contract Item:**

When the bidding schedule contains a separate item covering the relocation, alteration, or reconstruction of a utility by the Contractor, the price proposal for said item must cover all costs involved in such work.

The utility owner's drawings and Special Provisions will give the construction details for the work, and, unless the time at which the work must be done is specified in the Special Provisions, or Technical Specifications, the Contractor must coordinate with the utility owner in respect to when the work is to be done.

#### **7.23.3 By the Contractor But Not Under a Specified Contract Item:**

When work on a utility is specified or indicted on the Plans to be done by the Contractor, but is not included as a separate Contract item in the bidding schedule, the City will make all arrangements with owner of the utility in respect to the construction details; however, the Contractor must coordinate with the utility owner as to when the work is to be done. Any costs for such work must be absorbed in the unit prices or included in the lump sum amounts proposal for the various Contract items.

#### **7.23.4 By the Contractor - - Service Connections:**

The alteration, temporary relocation or reconstruction of service connections to adjacent property is the responsibility of the Contractor, and the contractor must notify occupants of the affected properties before service is interrupted and make all arrangements with the utility owners regarding requirements of interruption and reconstruction of service connections. The costs for such work on service connections must be absorbed in the unit prices or included in the lump sum amounts proposal for the various Contract items, unless otherwise specified in the Special Provisions. Reconstruction of sanitary sewer house connections must be accomplished in the manner shown on the Plans.

#### **7.23.5 By the Contractor for His Own Convenience:**

The temporary relocation or the alteration of any utility desired by the Contractor solely for its own convenience in the performance of the Contract work to a position or condition other than that provided for in the contract documents is the Contractor's own responsibility, and the contractor must make all arrangements with the owners of the utility regarding such work. Any cost of such work for the Contractor's own convenience must be absorbed in the unit prices or included in the lump sum amounts proposal for the various Contract items.

#### **7.23.6 By the Contractor or by Others – Unknown Utilities Disclosed during Contract Work:**

In the event that a utility is disclosed subsequent to the award of Contract, such utility not being indicated on the drawings, the alteration, relocation, or proper support and protection must be done and paid for as follows:

**7.23.6.1** When said utility is found to occupy the space required to be occupied by a part of the permanent works to be constructed under the Contract, or when said utility is more or less parallel with the conduit and, in the case of the pipe conduit, found to be within vertical planes of each side of the pipe a distance away from the pipe equal to ten inches for pipe 96 inches or less in diameter and equal to twelve inches for pipe greater than 96 inches in diameter or to be within the specified excavation pay lines (when such are specified or shown on the drawings), the City will arrange for the relocation or alteration of said utility or require the Contractor to do same as extra work. However, when said utility is found to cross the excavation laterally, but not to intercept the permanent works to be constructed, then the Contractor will be required to maintain the utility in place at its own expense.

**7.237.6.2** When said utility is more or less parallel with and any portion of it does not lie within the vertical planes specified hereinabove (for pipe conduit) or does not lie within the excavation pay lines (when such are specified or shown on the drawings), the Contractor must advise the City thereof, and, in cooperation with the City, provide and place the necessary support for proper protection to insure continuous and safe operation of the utility structure. All costs for such work must be borne by the Contractor, unless it is ascertained by the City that the utility's franchise is such as to require the utility to bear such costs, in which case it must be the responsibility of the Contractor to secure enforcement of said franchise if it so desires.

#### **7.23.7 Responsibility of the Contractor**

The Contractor must be held responsible for all costs for the repair of any and all damage to the Contract work or to any utility (whether previously known or disclosed during the work), as may be caused by its operations. Utilities not shown on the drawings to be relocated or altered by others must be maintained in place by the Contractor. Utilities which are relocated by others in order to avoid interference with structures and which cross the project work must be maintained in their relocated positions by the Contractor.

At the completion of the Contract work, the Contractor must leave all utilities and appurtenances in a condition satisfactory to the owners and the City.



### **7.23.8 Delays Caused by Failure to Relocate Utilities**

Where parties other than the Contractor are responsible for the relocation of utilities, in accordance with the provisions of the contract documents, and a delay in the Contractor's work is caused by the failure on the part of said parties to remove or relocate such utilities in time to prevent such delay. It must be understood that the Contractor must not be entitled, as a result of such delay to its work, to damages or additional payments over and above the Contract price. If delays in the Contractor's work are caused by the reason mentioned hereinabove, the Contractor must be entitled to an extension of time. The length of such extension of time will be determined by the City, with consideration as to the effect of the delay on the project as a whole.

In order to minimize delays to the Contractor caused by the failure of other parties to relocate utilities which interfere with construction works, the Contractor, upon request to the City, may be permitted to temporarily omit the portion of work affected by the utility. The portion thus omitted must be constructed by the Contractor immediately following the relocation of the utility involved.

Unless otherwise specified, where sewers, drainage water, gas or any other conduits and related structures and appurtenances which have been abandoned or which are to be abandoned as a result of the construction of this project are found to interfere with construction, the interfering portions must be removed and the remaining exposed portions sealed with either a wall of concrete not less than six inches thick. All salvable castings or steel parts which interfere with construction must be removed, and the Contractor must contact the owners and, if required, must deliver such materials Freight on Board (f.o.b.) the owner's trucks at the site of the work; otherwise, such material must become the property of the Contractor and must be disposed of by the contractor away from the site of work.

The cost of all such work must be absorbed in the prices proposal for the various items of work, unless it is ascertained that the franchise of the former owner is such as to require it to bear such costs, in which case it must be the responsibility of the Contractor to secure enforcement of said franchise if it so desires.

## **STANDARD SPECIFICATIONS**

### **SECTION 8**

#### **PROSECUTIONS AND PROGRESS**

##### **8.1 SUBCONTRACTS**

The Contractor may sublet the Contract work only in accordance with the provisions of these contract documents and with the consent of the City. The prime Contractor must be held responsible to see that its subcontractors and material suppliers conform to all the provisions of these Specifications. If the Contractor, after complying with these conditions, must sublet any portion of the proposed work to a Subcontractor, the Contractor under the original Contract must remain directly responsible to the City for all work being performed by it or by any Subcontractor under it, and all obligations imposed upon the Contractor in the original Contract must be equally binding upon any Subcontractor under it. The City will deal directly with and make all payment to the original Contractor. Contractor understands and acknowledges that the Subletting and Subcontracting Fair Practices Act (as set forth in the California Public Contracts Code) applies to the Contract and Contractor Agrees to comply with the terms of said Act.

##### **8.2 ASSIGNMENT**

The Contractor must not assign the Contract or sublet it as a whole without the written consent of the City. The Contractor must not assign or permit the assignment of or any lien on any money due or to become due to it hereunder without the proper consent of the City.

##### **8.3 PROGRESS OF THE WORK**

Time is of the essence in this Contract. Unless otherwise provided in the Special Provisions, the Contractor must begin work not later than 15 calendar days after the date of the Notice to Proceed, and the contractor must prosecute the work with due diligence so as to complete the work within the time specified in the Special Provisions or within such extension of time as may be granted.

Should the Contractor begin work in advance of receiving notice that the Contract has been approved as above provided, any work performed by it in advance of said date of approval must be considered as having been done by it at its own risk and as a volunteer, unless such Contract is so approved.

##### **8.4 CHARACTER OF WORKMEN**

The Contractor must employ none but skilled foremen and workmen upon work requiring special qualifications. When required by the Engineer, the contractor must discharge from the work and must not again employ without the consent of the Engineer any employee who is incompetent, disorderly, abusive, dangerous, insubordinate, or who in any way attempts to interfere with the employees of the City in the inspection and supervision of the work.

Any representative of the Contractor who is proven to have deliberately given false information about the performance of any part of the work must be discharged if so ordered by the City Engineer.

## **8.5 TEMPORARY SUSPENSION OF WORK AND WEEKEND WORK**

The City Engineer may order the Contractor to suspend work when, in his/her opinion, the conditions are such as to prevent the work being properly carried out. Such conditions may include: war, government regulations, labor disputes, strikes, fire, floods, adverse weather or elements, inability to obtain material, labor or equipment, required extra work, or other specific as may be further described in the Specifications.

Work Suspension will not count towards the Construction Working Days allowable under this contract. When delay is caused by such order, an extension of time may be granted when the conditions, in the opinion of the City Engineer, are such as could not have reasonably been foreseen. It is agreed that under no circumstances must the Contractor be excused from performance or entitled to any extra compensation or reimbursement because of any such suspension.

When requested by the Contractor, weekend work can be authorized. Weekend (Saturday and Sunday) work shall not count towards the overall Working Days usage.

## **8.6 TIME OF ESSENCE, LIQUIDATED DAMAGES, EXTENSION OF TIME BY CITY**

Time is of the essence, and, in case all the work called for under the Contract in all parts and requirements is not finished or completed by the date set forth in the contract documents, it is agreed by the parties to the Contract that circumstances and conditions as reflected by records of the City are such that material damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of any by reason of such delay. It is, therefore, expressly agreed that the Contractor will pay to the City the sum stated in Special Provisions per day for each and every calendar days delay in finishing the work beyond the date prescribed; and the Contractor agrees to pay said liquidated damages as herein provided. In case the same are not paid, Contractor agrees that the City may deduct the amount thereof from any monies 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 by the date specified, the City must have the right to extend the time of completion or not, as may be deemed to best serve the interest of the City. If it is decided to increase said time, said City must further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as may be deemed proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that cost of final surveys and preparation of final estimate must not be included in such charges.

The time of completion will be extended and the Contractor must not be assessed with liquidated damages during any delay beyond the day named for completion of the work caused by Acts of God or acts of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes or delay of subcontractors due to such causes, provided the Contractor must notify the Engineer in writing of such cause or causes of delay within ten (10) days from the beginning of any such delay and includes in each monthly pay request the number of days of such delay which occurred in said pay period. Subject to and until entry of a judgment of a court of competent jurisdiction holding contrary to the decision of the Engineer's ascertainment of the facts of existence of such a cause of delay, the extent of the delay and of what constitutes a reasonable extension of time of completion in consequence thereof must be final and conclusive. Failure to give notice of cause of such time delay and failure of inclusion of the Contractor's request for extension based thereon in the monthly pay request as hereinabove provided will be deemed a waiver of right to extension of time for such cause subject only to impossibility of compromise therewith by the Contractor.

It is agreed that under no circumstances must the Contractor be excused from performance or entitled to any extra compensation or reimbursement because of any delay occasioned by or in any way arising out of any Acts of God or acts of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes or delay of subcontractors due to such causes.

## **8.7 DEFAULT BY CONTRACTOR**

If the Contractor fails to begin delivery of material and equipment, to commence the work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain the work schedule which will insure the City's interest, or, if the Contractor is not carrying out the intent of the Contract, the City may serve written notice upon the Contractor and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

The Contract may be canceled by the City without liability for damage, when in the City's opinion the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the work without the City's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on Contract unit prices or lump sums proposal and the quantity of the work completed at the time of cancellation, less damages caused to the City by acts of the Contractor. The Contractor, in having tendered a Proposal, must be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason. If the City declares the Contract canceled for any of the above reasons, written notice to that effect must be served upon the Surety. The Surety must, within 5 days, assume control and perform the work as successor to the Contractor.

If the Surety assumes any part of the work, it must take the Contractor's place in all respects for that part, and must be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default must be payable to the Surety as the work progresses, subject to the terms of the

Contract.

If the Surety does not assume control and perform the work within 5 days after receiving notice of cancellation, or fails to continue to comply, the City may exclude the Surety from the premises. The Agency may then take possession of all material and equipment and complete the work by City forces, by letting the unfinished work to another Contractor, or by a combination of such methods. In any event, the cost of completing the work must be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the Agency. If the sums due under the Contract are insufficient for completion, the Contractor or Surety must pay to the City within 5 days after the Notice of Completion resolution, all costs in excess of the sums due.

The provisions of this subsection must be in addition to all other rights and remedies available to the City under law.

## **8.8 WORK AT NIGHT AND HOURS OF OPERATION**

Hours of Operation shall be from 8:00 a.m. to 6:00 p.m. Night work shall not be permitted.

## **8.9 MAXIMUM LENGTH OF OPEN TRENCH**

Except by special permission of the Engineer, the maximum length of open trench where prefabricated pipe is used must not be greater than 500 feet, or the distance necessary to accommodate the amount of pipe installed in a single day, whichever is the greater. The distance is the collective length, including excavation, construction, pipe laying, backfilling, and compaction at any one location.

Except by special permission of the Engineer, the maximum length of open trench in any one location where concrete structures are poured in place will be that which is necessary to permit the uninterrupted progress of construction of the concrete structure, with construction pursued as follows: excavation, setting of reinforcing steel, pouring of floor slab, walls, and cover slab or arch are to follow each other without any one of these operations preceding the next nearest operation by more than 200 feet.

Except by special permission of the Engineer, the maximum length of open trench in any one location where prefabricated concrete box conduit is used will be that which is necessary to permit the uninterrupted progress of construction of the concrete structure with construction pursued as follows: excavation, setting of reinforcing steel, pouring of floor slab, erection of side walls, erection of cover slab, and pouring of filler spaces are to follow each other without any one of these operations preceding the next nearest operation by more than 200 feet.

## **8.10 LIMITED ACCEPTANCE OF WORK**

At any time during the progress of the work, the City may, upon written notice to the Contractor, take over and utilize the whole or part of the work, or appurtenance thereto which has been completed, giving, if desired, permits to utilize the same. Such use by the City must constitute a



limited acceptance of that part of the work so taken over and utilized which must relieve the Contractor and its sureties from responsibility for any damage to, or defect in, that part of the work not inherent in its construction which may be caused by the use of such part by the City or by property owners under its permits.

## **STANDARD SPECIFICATIONS**

### **SECTION 9**

#### **MEASUREMENT AND PAYMENT**

##### **9.1 MEASUREMENT FOR PAYMENT**

Measurement and calculations of quantities for payment will be as hereinafter specified for the particular material to be furnished or class of work to be performed, unless otherwise specified in the Special Provisions or Technical Specifications.

It must be understood that the unit prices or lump sum amounts proposal must include full compensation for furnishing all labor, materials, tools, and equipment and doing all work shown in the contract documents, unless otherwise specified in the Special Provisions.

When payment is specified to be made on the basis of weight, the weighing must be done on certified platform scales, and the Contractor must furnish the Engineer with the duplicate Certified Weighmaster's Certificates showing the actual net weights. When weighing is done on certified scales at a mixing plant, duplicate weight delivery tickets will be accepted. One ticket must be furnished to the inspector at the plant and one ticket to the Engineer at the site of work. The City will accept the certificates as evidence of the weight delivered.

##### **9.2 SCOPE OF PAYMENT**

The Contractor must accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools, and equipment necessary to the completed 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, except as hereinbefore provided or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by 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. Neither the payment of any estimate nor of any retained percentage must relieve the Contractor of any obligation to make good any defective work or material.

##### **9.3 DEDUCTIONS FROM PAYMENTS**

The City may, at its option and at any time, retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims, provided that sworn statements of said claims must have been filed with the City.

## **9.4 SCHEDULE OF VALUES**

Prior to the Contractor's application for the first progress payment, Contractor must submit a detailed breakdown of its bid by scheduled Work items and/or activities, including coordination responsibilities and project record document responsibilities. Where more than one subcontractor comprises the work of a work item or activity, the Schedule of Values must show a separate line item for each subcontract. Contractor must furnish such breakdown, of the total Contract Sum, by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. The format and detail of the breakdown must be as directed by City to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. This breakdown must be referred to as the Schedule of Values.

Contractor's overhead, profit, insurance, cost of bonds and/or other financing, as well as "general conditions costs," (e.g., site cleanup and maintenance, temporary roads and access, off site access roads, temporary power and lighting, security and the like), must be prorated through all activities so that the sum of all the Schedule of Values line items equal Contractor's total Contract Sum.

City will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by City, City will accept this Schedule of Values for use. City must be the sole judges of fair market cost allocations.

Any attempt to increase the cost of early activities, i.e., "front loading," will be rejected by City, resulting in a complete reallocation of monies until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work or refusal to process progress payments, until such time as the Schedule of Values is acceptable to City.

## **9.5 PAYMENTS AND MONTHLY ESTIMATES**

The City Engineer will, after the award of Contract, establish a monthly payment closure date. This date will be the date which will terminate each working month during the life of the Contract for which a monthly payment is payable. The Contractor will, within 5 days after the established monthly payment closure date of each month during the period in which work is being performed, make and deliver to the City two signed copies of monthly Contract payment applications stating the amount or percentage of work completed according to the Contract, as of the closure date established, estimated on the basis of the unit or lump sum Contract prices. No allowance will be made for materials and equipment not incorporated into the work. The City will independently verify the Contractor's monthly payment application and create a monthly progress payment request. The City's determinations for the amounts or percentages of work completed are final.

Except as otherwise provided in a labor compliance program applicable to the Work or as otherwise required by Owner, concurrently with each Application for Payment, Contractor shall submit to Owner Contractor's and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the

period covered by the Application for Payment.

The City will prepare a warrant in an amount sufficient with all previous payments to make the aggregate 95 percent of the amount earned as certified, provided, however, that the City at any time after 50 percent of the work has been completed, if it finds that satisfactory progress is being made, may make any of the remaining partial payments in full, less authorized deductions.

The partial payments made as the work progresses will be payments on account and must in no way be considered as an acceptance of any part of the work or materials of the Contract, nor must they in any way govern the final estimate. Extra work will be paid for as specified in Section 4.3.3. Payments for unit price items will be made upon the basis of the unit prices proposal and the quantities of work done, calculated as hereinafter specified, for each particular item of work. However, where several types of work are included in a unit price item, the City will make partial payment for the portions of such work as are completed at the time of making the monthly estimates. All monies due the Contractor under the Contract will be paid on demand by the City, prepared and approved as required by law, and it is understood that any delay in the preparation, approval and payment of these demands will not constitute a breach of Contract on the part of the City.

Payments for lump sum items will be based upon the lump sum proposal and the City's estimate as to the percentage of completion.

## **9.6 PAYMENT FOR EXTRA WORK**

Payment for extra work will be made as provided by Section 4.3.3. Where payment is to be made on a force account basis, the Contractor and the City's representative must compare records of extra work performed by the Contractor on a force account basis at the end of each day. Copies of these records will be made in duplicate by the City's representative and must be signed by both the inspector and the Contractor's Representative, one copy being forwarded to the Contractor and one copy to the City. Bills for extra work must be signed by the Contractor and submitted to the City.

Each month the Contractor must include in the monthly payment application an estimate of the amount or cost of extra work performed as included in approved Contract Change Orders. The Contractor must submit, at the same time it returns the signed monthly payment application, a complete itemized statement of claim for all costs of extra work performed. Failure to include such a statement or claim for extra work for the pay period, or failure to deliver a complete statement for extra work in excess of that estimated by the City Engineer, must constitute a waiver on the part of the Contractor to any claim for payment for extra work not therein included.

**9.6.1** Method of payment for extra work approved as specified in Section 4 under unit price or lump sum amounts or at stipulated prices must be the same as that for Contract items as set forth in this Section.

**9.6.2** Payment for extra work by Contractor's force account must be made in the following manner:

Upon verification by the Engineer of the Contractor's statement for force account work, a claim will

be prepared upon the proper claims form for approval of the City Engineer and presentation to the City Manager, for his approval and direction.

## **9.7 FINAL PAYMENT**

Upon completion of the Contract work, the City Engineer will, upon acceptance of the work by the City and 35 days after the date of recordation of the Notice of Completion, present the Contractor's claim for the balance of the total Contract price, less any sums which may lawfully be retained under the Contract.

Unless qualified by the Contractor under the procedure established in Section 9.5 hereof, the final progress payment request of the City Engineer must be taken as conclusive evidence of the amount of work done under the Contract. If the Contractor qualified its acceptance of the final progress payment and the parties fail to agree prior to the termination of the 35-day period after recordation of Notice of Completion, the final payment must not be delayed but must be made in accordance with the City Engineer's determination, subject to further claim of the Contractor and compliance by City with court order.

## **SECTION 10**

### **CLAIMS BY CONTRACTOR**

#### **10.1 OBLIGATION TO FILE CLAIMS FOR DISPUTED WORK**

10.1.1 Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow all other procedures set forth in the Contract Documents and Standard Specifications. If a dispute remains, then Contractor shall give written notice to City that expressly invokes this Section 10. City shall decide the issue in writing within 15 days; and City's written decision shall be final and conclusive. If Contractor disagrees with City's decision, or if Contractor contends that City failed to provide a decision timely, then Contractor's SOLE AND EXCLUSIVE REMEDY is to promptly file a written claim setting forth Contractor's position as required herein.

10.1.2 Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. City shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

#### **10.2 FORM AND CONTENTS OF CLAIM**

10.2.1 Contractor's written claim must be submitted via registered mail or certified mail with return receipt requested and must identify itself as a "Claim" under this Section 10 and must include the following: (i) a narrative of pertinent events; (ii) citation to contract provisions; (iii) theory of entitlement; (iv) complete pricing of all cost impacts; (v) a time impact analysis of all time delays that shows actual time impact on the critical path; (vi) reasonable documentation supporting items (i) through (v); and (vii) a verification under penalty of perjury of the claim's accuracy. The Claim shall be submitted to City within thirty (30) calendar days of receiving City's written decision, or the date Contractor contends such decision was due, shall be priced like a change order, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, change order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in the preparation and submission of a Claim.

10.2.2 Upon receipt of a Claim, City shall conduct a reasonable review of the Claim. Within 45 days, or such expended period as City and Contractor may agree, City shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed.



10.2.3 If City's governing body must approve City's response to the Claim and the governing body has not met within the 45-day (or extended) period, then City shall provide its written statement within three (3) days of the governing body's meeting.

10.2.4 City shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

10.2.5 Claims must be submitted on or before the day of final payment. Claims not submitted before final payment are deemed waived.

10.2.6 Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with City's determination.

### **10.3 INFORMAL CONFERENCE AFTER CLAIM SUBMISSION**

10.3.1 If the Contractor disputes City's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. City shall schedule such a meet and confer conference within 30 days for settlement of the dispute.

10.3.2 Within ten (10) days of the meet and confer conference City shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

10.3.3 City shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

### **10.4 MEDIATION**

10.4.1 If the Contractor disputes City's statement provided under Paragraph 10.3(B) it shall inform City and the parties shall mutually agree to a mediator within 10 business days of the written statement. 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.

10.4.2 Mediation shall be confidential and non-binding. Unless otherwise agreed, by the parties or as provided in this Paragraph 10.4, the mediation shall be pursuant to the construction mediation procedures of JAMS and held at the JAMS office closest to the Project site.

10.4.3 The cost of mediation shall be equally shared by all parties to the mediation. The parties shall, prior to the commencement of mediation upon notice of the other party, exchange relevant, non-privileged project documents in compliance with Code of Civil Procedure Sections 2031.010, et seq. The parties may agree mutually to engage in additional discovery prior to mediation. Should the parties proceed with additional discovery, they shall, unless mutually agreed otherwise, comply with Code of Civil Procedure Sections 2019, et. seq. The mediator will undertake to resolve any discovery disputes relating to the mediation.

10.4.4 For Claims under \$375,000, unless the parties agree otherwise in writing, mediation pursuant to this Paragraph 10.4 shall excuse the mediation obligation under Public Contract Code Section 20104.4(a).

10.4.5 If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved as otherwise provided by the Contract and applicable law.

10.4.6 Following receipt of a Claim, the parties may mutually agree, in writing, to waive the mediation requirements of this Paragraph 10.4 and proceed to the commencement of a civil action.

10.4.7 All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion.

## **10.5 OTHER MATTERS**

10.5.1 The provisions of this Section 10 constitute a non-judicial claim settlement procedure that, pursuant to Government Code Section 930.2, shall constitute a condition precedent to submission of a valid Government Code Claim under the Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein and the previous dispositions under Paragraphs 10.3 and 10.4 above of the claims asserted. No suit may be brought against City arising out of or in connection with the Project unless and until Contractor presents to City a statutory Government Code Claim, in accordance with Government Code Sections 910, et seq. Pursuant to Government Code Section 930.2, the one-year period in Government Code Section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

10.5.2 Failure to submit and administer claims as required in Section 10 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Section 10 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

10.5.3 Contractor shall submit Subcontractor claims in the same manner as other Claims. In the event a Subcontractor (on behalf of the Subcontractor or a lower-tier subcontractor) requests Contractor in writing to present a Claim to the City and furnishes reasonable documentation supporting the Claim, Contractor shall, within 45 days of receipt of the written request, notify the Subcontractor in writing as to whether the Contractor presented the claim to City and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not doing so.

10.5.4 All waivers or modifications of this Section 10 may only be made a writing signed by City and Contractor, and approved as to form by legal counsel for both; oral or implied modifications shall be ineffective.

10.5.5 Any failure by City to respond within any time frame contained in Paragraphs 10.2 through 10.5 of this Section shall result in the Claim being deemed rejected in its entirety. No

failure to meet a time requirement shall constitute an adverse finding with regards to the merits of the Claim or the responsibility or qualifications of the Contractor.

## **10.6 COMPLIANCE WITH STATUTORY PROCEDURES**

10.6.1 The foregoing provisions of Paragraphs 10.2 through 10.5 are intended to comply with Public Contract Code Section 9204 and, to the extent applicable, Public Contract Code Section 20104, et seq. In the event of any conflict, the applicable Public Contract Code provision will apply.

## **PART 4 – TECHNICAL SPECIFICATIONS**

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## **TECHNICAL SPECIFICATIONS**

### **To be supplemented by Caltrans 2006 Standard Plans and Specifications**

#### **11.1 MOBILIZATION**

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Caltrans Standard Specifications.

#### **11.2 TRAFFIC CONTROL**

Attention is directed to Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Caltrans Standard Specifications and to the provisions of Section 7.8 "Public Safety" of these City's Standard Specifications and these Technical Specifications. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in these sections.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

In addition to the provisions set forth in Section 7.8 "Public Safety" of these special provisions, whenever work to be performed on the traveled way (except the work of installing, maintaining and removing traffic control devices) is within 6 feet of the adjacent traffic lane, the adjacent traffic lane shall be closed.

Whenever work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

Note. Road closure at Circle Drive and E. Cotati Avenue will not be permitted. Road Closure at the cul-de-sacs and parking lot will be permitted with the proper submitted and approved traffic control plans.

Golis Park parking lot may be closed for a period of not more than 5 consecutive days.

#### **Temporary Lane Markers**

Contractor shall place temporary lane markers to delineate traffic lanes, including but not limited to center lines and lane lines. Temporary lane markers shall comply with City Standard Volume 1 TR-10,F.

#### **Traffic Control Plan**

Prior to starting any work, contractor shall submit a traffic control plan to the Engineer. Only after the Engineer approval shall work begin.

### **Measurement and Payment**

The lump sum contract item price paid for traffic control includes full compensation temporary lane markers, traffic control devices, cones, flagmen, materials, tools, equipment, and incidentals for doing all the work involved in traffic control.

## **11.3 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Caltrans Standard Specifications and these special provisions.

### **A. REMOVE TRAFFIC STRIPE AND PAVEMENT MARKER**

Remove traffic stripe and pavement marker is applicable to areas where seal coat and overlay are called for only.

Traffic stripe and pavement legend shall be removed at the locations shown on the plans or as directed by the Engineer.

Cost for removing traffic stripe and pavement marker shall be considered as being included in the price for Cape Seal, Cold Plane Asphalt Concrete Pavement, and Asphalt Concrete.

### **B. COLD PLANE ASPHALT CONCRETE PAVEMENT**

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans or as directed by the Engineer.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the plans or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15-foot will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be



constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Caltrans Standard Specifications.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Caltrans Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

#### Payment

The contract price paid per square foot for cold plane conform grind shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Caltrans Standard Specifications and these special provisions and as directed by the Engineer.

### **C. REMOVE AND SALVAGE SIGN AND POST**

Existing signs called out for Remove and Salvage referred to both signs and posts. They shall be removed and salvaged and given to the Construction Manager or Inspector assigned to this project.

Sign locations shall be restored with the hole filled with clean fill dirt, and lightly compacted.

Cost for Remove and Salvage Sign and Post shall be included in Mobilization, and no other payment shall be made thereafter.

## **11.4 CAPE SEAL**

Cape Seal shall be a combination of Chip Seal Coat follow by Micro-surfacing. In between laying of chip seal and micro-surfacing, a minimum of 3 days curing interval shall be established.

### **11.4.a CHIP SEAL COAT**

Chip Seal coat shall be the Medium Seal Coat type and shall conform to the provisions in Section 37-1, "Seal Coats," of the Caltrans Standard Specifications and these technical provisions.

## **MATERIALS**

### **Quality Control Testing**

Attention is directed to Section 6-3.02, "Testing By Contractor," of the Caltrans Standard Specifications. The name of an independent testing laboratory that participates in the AASHTO Proficiency Sample Program shall be submitted to the Engineer for approval at least 10 days before beginning seal coat operations. The independent testing laboratory shall conduct quality control testing on the polymer modified asphaltic emulsion for viscosity, sieve, demulsibility, and torsional recovery properties within 3 business days of sampling. The results shall be submitted to the Engineer within 7 days of the receipt of the samples. Within 10 days of beginning the seal coat operation, the Contractor's independent testing laboratory shall conduct the Vialit Test Method for aggregate in Chip Seals, French Chip for the retention requirement and submit a signed copy of test results report to the Engineer.

### **Polymer Modified Asphaltic Emulsion**

Asphaltic emulsion for the seal coat shall be Grade PMCRS-2h cationic polymer modified asphaltic emulsion.

The polymer used to produce polymer modified asphaltic emulsion shall be an elastomeric polymer.

The polymer modified asphaltic emulsion shall be thoroughly circulated in the truck prior to obtaining a sample. The samples shall be taken from the distributor truck at mid-load or from a sampling tap or thief. Before the samples are taken, one gallon shall be drawn from the sampling device and discarded. Two separate 0.5-gallon samples shall be taken in the presence of the Engineer. The Contractor shall provide one sample to the Contractor's approved independent testing laboratory in an insulated shipping container, within 24 hours of sampling. The second sample shall be given to the Engineer in an insulated shipping container, within 24 hours of sampling. Polymer modified asphaltic emulsion and screenings shall meet a 90 percent retention requirement when tested in conformance with the requirements in the Vialit Test Method for aggregate in Chip Seals, French Chip.

In addition to the Test on Residue from Evaporation Test for asphaltic emulsion Grades PMRS2, PMRS2h, PMCRS2, and PMCRS2h in Table 3 of the Requirements for Polymer Modified Asphaltic Emulsion in Section 94-1.04, "Method of Test," of the Caltrans Standard Specifications, the following shall apply:

- A. The penetration at 59° F (7 ounces for 60 seconds) shall be minimum of 6 when determined in conformance with the requirements in AASHTO Designation: T 49.
- B. The requirement for Elastic Recovery shall be Report Only when determined in conformance with the requirements in AASHTO Designation: T 301.
- C. Polymer Content, percent (by weight) shall not apply.
- D. Ring and Ball Softening Point temperature shall be a minimum of 32° F in conformance with the requirements in AASHTO Designation: T 53, for Test on Residue from Evaporation.

Test results for polymer modified asphaltic emulsion not within the allowable ranges specified, based upon the Engineer's tests, will be assessed a pay factor value in increments as follows:

Pay Factor Value Table

Test Method and Property	Increment	Pay Factor Value
Test on polymer modified asphaltic emulsion		
AASHTO Designation: T 59 (Viscosity SSF at 50°C)	each 10 seconds above max. or below min	1
AASHTO Designation: T 59 (Settlement, 5 days percent)	each 1.5 percent above max.	1
AASHTO Designation: T 59 (Sieve test, percent max.)	each 0.2 percent above max	1
AASHTO Designation: T 59 (Demulsibility percent)	each 2 percent below min.	1
Test on Residue from Evaporation Test		
AASHTO Designation: T 49 (Penetration, 15°C)	each 2 dm above max. or below min	1
ASTM Designation: D 36 (Field softening point °C)	2°C below min	1
California Test 332 Torsional Recovery	For each one increment below the min. value of 18, or	1
	For each two increments below the min. value of 18, or	3
	For each three or more increments below the min. value of 18	10
Improper sampling (see note)		1

Note:

Improper sampling shall also include samples that are sampled in inappropriate sample containers, or shipped in inappropriate containers.

If test results for polymer modified asphaltic emulsion are not within the allowable ranges, specified seal coats shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, the seal coat containing total pay factor values of not more than 20 may remain in place. The Contractor shall pay to the State the following amount for the asphaltic emulsion represented by the tests and left in place.

Total Pay Factor Value	Payment to City
0	none
1 - 2	\$5.00 per ton
3 - 5	\$10.00 per ton
6 - 9	\$15.00 per ton
10 - 14	\$25.00 per ton
15 - 20	\$50.00 per ton

At least 90 percent by weight of the screenings shall consist of crushed particles as determined by California Test 205. A crushed particle is defined as a particle having 2 or more fresh mechanically fractured faces.

The percentage composition by weight of screenings shall conform to the following grading:

Medium 3/8" max. size	
Sieve Sizes	Percentage Passing
3/4"	—
1/2"	100
3/8"	85 - 100
No. 4	0 - 15
No. 8	0 - 5
No. 16	—
No. 30	—
No. 200	0 - 2

Cleanness Value quality requirement of screenings shall be 86 minimum in conformance with the requirements in California Test 227.

Cleanness Value test results for screenings below 86, will require that the seal coat represented by the test shall be removed. However, if requested in writing by the Contractor and approved by the Engineer, seal coat containing screenings with a Cleanness Value below 86, but not less than 75, may remain in place. The Contractor shall pay to the State the following amount for the screenings represented by the test and left in place:

Cleanness Value	Payment to City
86 or over	None
81 - 84	\$2.20 per ton
77 - 80	\$4.40 per ton
75 - 76	\$6.60 per ton

When the results of tests for polymer modified asphaltic emulsion and the aggregate grading and Cleanness Value requirements for screenings do not conform to the requirements specified, each payment to the State shall apply. The City may deduct these amounts from any moneys due, or that may become due, the Contractor under the contract. No single test for polymer modified asphaltic emulsion shall represent more than 55 tons or one day's production, whichever is smaller. No single aggregate grading or Cleanness Value test shall represent more than 303 tons or one day's production, whichever is smaller.

## CONSTRUCTION

Polymer modified asphaltic emulsion shall not be placed when the ambient air temperature is expected to fall below 39° F within 24 hours after placement.

### **11.4.b MICRO-SURFACING**

#### GENERAL

##### Summary

This work includes mixing a polymer modified cationic micro-surfacing emulsion (MSE), water, additives, mineral filler, and aggregate and spreading the mixture on pavement.

At least 10 days before starting micro-surfacing, submit a mix design and a mix design report of laboratory tests performed for the micro-surfacing materials. A representative of your laboratory performing the mix design and tests must sign the report. The Engineer reviews and approves the submittal before you start micro-surfacing.

Do not substitute materials after the mix design is approved unless the substitute materials are laboratory-tested and you submit a new mix design and report. Do not use substitute materials until the Engineer approves the mix design for those materials.

Submit a Certificate of Compliance with each MSE shipment as specified for asphaltic emulsion in Section 94-1.05, "Test Report," of the Caltrans Standard Specifications.

Before micro-surfacing activities start, submit the name of a person authorized to communicate with the Engineer about days when unsuitable weather conditions prevent micro-surfacing.

##### Mix Design

A mix design consists of performing tests to determine the optimum mix proportions and micro-surfacing qualities. Use a laboratory to perform the mix design. The component materials used in the mix design must have the same qualities as the micro-surfacing materials used.

The mix design proportions must comply with:

Micro-Surfacing Mix Design Proportion Limits	
Material	Proportion Limits
MSE residual asphalt	5.5 - 9.5% of aggregate dry weight
Water and additives	No limit
Mineral filler	0 - 3% of aggregate dry weight

Your laboratory must be capable of performing International Slurry Surfacing Association (ISSA) tests. The mix design must comply with:

### Micro-Surfacing Mix Design Tests

Property	ISSA Test Method <sup>a</sup>	Specification
Wet Cohesion @ 30 minute (set), minimum, kg-cm @ 60 minute (traffic), minimum, kg-cm	TB 139	12 20
Excess asphalt, maximum, g/m <sup>2</sup>	TB 109	540
Wet stripping, minimum, %	TB 114	90
Wet track abrasion loss 6-day soak, maximum, g/m <sup>2</sup>	TB 100	810
Displacement Lateral, maximum, % Specific gravity after 1000 cycles of 57 kg, maximum	TB 147A	5 2.10
Classification compatibility, minimum, grade points	TB 144	(AAA, BAA) 11
Mix time @ 25 °C, minimum	TB 113	Controllable to 120 seconds

Note:

<sup>a</sup>TB = Technical Bulletin

### Mix Design Report

The mix design report must include:

1. Test results used in the mix design
2. Based on the aggregate's dry weight, the proportions of:
  - 2.1. Aggregate
  - 2.2. Water, minimum and maximum
  - 2.3. Additives
  - 2.4. Mineral filler, minimum and maximum
  - 2.5. MSE residual asphalt content, minimum and maximum
3. Based on heating the mixture to 100 °F and mixing for 60 seconds, any recommended changes to the proportions of:
  - 3.1. Water
  - 3.2. Additives
  - 3.3. Mineral filler

Do not recommend these changes when nighttime applications are specified or when atmospheric temperatures below 90 °F are forecast for daytime applications.

4. A comparison of each individual material's test results to its specified values. The Engineer accepts mix design reports prepared within the previous 12 months of this project's mix design report submittal if the test results are for the same materials.
5. The quantitative moisture effects on the aggregate's unit weight determined under ASTM C 29M.



## Quality Control and Assurance

In the presence of the Engineer, calibrate each truck mounted mixer-spreader used. Notify the Engineer at least 5 business days before calibrating. Calibration must comply with the Caltrans Material Plant Quality Program (MPQP).

If the City approves a truck mounted mixer-spreader, its calibration is valid for 6 months provided you:

1. Use the same truck verified with a unique identifying number
2. Use the same materials in compliance with the approved mix design
3. Do not perform any repair or alteration to the proportioning systems

Before using a variable rate emulsion pump, the pump must be calibrated and sealed in the calibrated condition under the MPQP.

Each aggregate grading and sand equivalent test must not represent more than the lesser of 300 tons or 1 day's micro-surfacing production.

Allow enough cure time for micro-surfacing to comply with the lane closure hours specified in "Maintaining Traffic" of these special provisions.

## MATERIALS

### Micro-Surfacing Emulsion

MSE consists of asphalt, polymer, and emulsifier solution. MSE must be homogenous.

Add polymer modifier to asphalt or emulsifier solution before emulsification. Polymer solids must be a minimum 3 percent by weight of MSE residual asphalt.

MSE must comply with:

#### Micro-Surfacing Emulsion

Property	Test Method	Specification
Viscosity @ 25 °C, SSF	AASHTO T 59	15 - 90 seconds
Sieve Test, maximum	AASHTO T 59	0.30%
Settlement, 5 days, maximum <sup>a</sup>	ASTM D 244	5%
Storage Stability, 1 day, maximum	AASHTO T 59	1%
Residue by Evaporation, minimum	California Test 331	62%

Note:

<sup>a</sup> Waived if used within 48 hours of shipment.

Residue by evaporation must comply with:

### Micro-Surfacing Emulsion Residue By Evaporation

Property	Test Method	Specification
G* @ 20 °C, 10 rad/sec, MPa	AASHTO T 315	Report Only
Penetration @ 25 °C	AASHTO T 49	40 - 90
Phase Angle @ 50 °C, 10 rad/sec, PA (maximum) - PA base	AASHTO T 315	Report Only
Softening Point, minimum, °C	AASHTO T 53	57
Stiffness @ -12 °C, MPa, and M-value	AASHTO T 313	Report Only

### Water and Additives

Water or additives must not cause MSE to separate from micro-surfacing during application.

### Mineral Filler

If portland cement is used as mineral filler, it must be any combination of Type I, Type II, or Type III cement under Section 90-2.01A, "Cement," of the Caltrans Standard Specifications.

### Aggregate

Aggregate must be free of:

1. Vegetable matter
2. Deleterious substances
3. Clay lumps
4. Oversized particles

Aggregate must be Type II. If you blend aggregate from different sources, each source's aggregate must comply with the aggregate specifications except grading.

Aggregate grading must comply with:

### Aggregate Grading

Sieve Sizes	Percentage Passing	
	Type II	Type III
3/8 in.	100	100
No. 4	94 - 100	70 - 90
No. 8	65 - 90	45 - 70
No. 16	40 - 70	28 - 50
No. 30	25 - 50	19 - 34
No. 200	5 - 15	5 - 15

Aggregate properties excluding mineral filler must comply with:

### Micro-surfacing Aggregate

Property	California Test	Specification
Sand equivalent, minimum	217	65
Durability index, minimum	229	65
Percentage of crushed particles, minimum <sup>a</sup>	205	95%
Los Angeles Rattler Loss at 500 rev., maximum <sup>b</sup>	211	35%

Notes:

<sup>a</sup> Crushed particles must have at least 1 fractured face.

<sup>b</sup> California Test 211 must be performed on the parent aggregate before crushing.

## CONSTRUCTION

### Proportioning

Using the approved mix design, proportion the micro-surfacing materials by volume.

Field conditions may require adjustments during construction. Obtain the Engineer's approval before adjusting proportions.

A belt feeder with an adjustable cutoff gate must proportion aggregate. The gate opening height must be determinable.

For the aggregate belt feeder, the delivery rate for any individual check run must not deviate more than 2 percent from the average of the rates of 3 runs of at least 3 tons each.

Proportion MSE using a positive displacement pump.

For the emulsion pump, the delivery rate for any individual check run must not deviate more than 2 percent from the average of the rates of 3 runs of at least 300 gallons each.

### Mixing and Spreading Equipment

#### General

Choose a continuous self-loading mixing machine or truck mounted mixer-spreaders.

In areas inaccessible to spreading equipment, spread the micro-surfacing mixture with hand tools. If micro-surfacing is placed with hand tools, first lightly dampen the area. Do not handle or shift the mixture.

#### Continuous Self-Loading Mixing Machine

Continuous self-loading mixing machine must be automatically sequenced and self-propelled. The mixing machine must deliver the micro-surfacing materials to a double shafted mixer and discharge the mixed product on a continuous flow basis. The mixing machine must have sufficient storage capacity for the micro-surfacing materials to maintain a continuous supply to the proportioning controls. The mixing machine must be self-loading without interrupting the micro-surfacing application. The mixing machine operator must have full control of forward and reverse speeds during application.

### **Truck Mounted Mixer-Spreaders**

Truck mounted mixer-spreaders must proportion micro-surfacing materials by volume and mix them in continuous pugmill mixers. Before starting mixing and spreading activities, demonstrate:

1. Rotating and reciprocating equipment is covered with metal guards.
2. Indicators work and are visible while walking alongside the truck mounted mixer-spreader.
3. Low-flow and no-flow devices work.
4. The aggregate feeder's drive shaft is equipped with a revolution counter that reads to the nearest 0.10 of a revolution.

Aggregate feeders must be connected directly to the drive on the emulsion pump.

Truck mounted mixer-spreaders must display identifying numbers at least 3 inches in height on the front and rear of the truck.

The emulsion storage tank must have a thermometer at the pump suction level measuring the MSE temperature to within 10 °F accuracy.

The belt feeder delivering aggregate to the pugmill must have a device monitoring the aggregate depth. The device must automatically shut down the power to the belt feeder if the aggregate depth is less than the target depth. If the aggregate delivery belt is not an integral part of the drive chain, a second device must detect belt movement by monitoring revolutions of the belt feeder. This second device must automatically shut down power to the belt feeder if movement is interrupted. For both devices, shutdown may be delayed 3 seconds from sensing to allow for normal fluctuations.

### **Spreader Box**

Spreader box must be capable of spreading the micro-surfacing a minimum of 12 feet wide and preventing the loss of micro-surfacing. Spreader boxes over 8 feet in application width must have a device, such as baffles or reversible motor driven augers, to ensure uniform application of super-elevated sections and shoulder slopes. Clean micro-surfacing and MSE from the spreader box before each work shift.

The spreader box must have a series of strike-off devices at its rear.

The leading strike-off device must be:

1. Fabricated of a suitable material such as steel or stiff rubber
2. Designed to maintain close contact with the pavement during spreading
3. Capable of obtaining the specified thickness
4. Capable of being adjusted to the various pavement cross sections

The final strike-off device must be:

1. Fabricated of flexible material that produces a uniform texture in the finished surface
2. Cleaned daily and changed if longitudinal scouring occurs in the micro-surfacing

Do not use flexible drags attached to the rear of the spreader box.

### **Shoulder Equipment**

Spread micro-surfacing on shoulders with a device such as an edge box that forms clean and straight joints and edges.

### **Scratch Course Box**

Spread scratch course with the same type spreader box used to spread micro-surfacing except use an adjustable steel strike-off device instead of a final strike-off device.

### **Wheel Path Depression (Rut) Box**

Wheel path depression (rut) boxes must have adjustable strike-off devices between 5 feet and 6 feet wide that regulate depth. The rut box must also have devices such as hydraulic augers capable of:

1. Moving the mixed material from the rear to the front of the filling chamber
2. Guiding larger aggregate into the deeper section of the wheel path depression
3. Forcing the finer material towards the outer edges of the spreader box

### **Weather Conditions**

Only place micro-surfacing if both the pavement and air temperatures are at least 45 °F and rising. Do not place micro-surfacing if either the pavement or air temperature is below 50 °F and falling.

Do not place micro-surfacing if rain is imminent or the air temperature is expected to be below 36 °F within 24 hours after placement.

Before 4:00 p.m. on the day before your first intended day to perform micro-surfacing work, the Engineer may give you notice the first intended day is not suitable.

After you have started micro-surfacing activities, the Engineer has until 4:00 p.m. the day before the next working day to give you unsuitable day notice. If the Engineer gives you unsuitable day notice, do not apply micro-surfacing that day. On unsuitable days, the specifications for maintaining micro-surfacing already applied are not void. The Engineer does not count notified unsuitable days as micro-surfacing working days, regardless of the actual conditions or whether maintenance was performed.

Absence of an unsuitable day notice does not void the specifications restricting micro-surfacing application. Return, store, or dispose of any micro-surfacing materials you deliver to the job site when the conditions are unsuitable. The Engineer does not count a working day for micro-surfacing for a day when the conditions are unsuitable but you did not receive a notice.

If you fail to submit the name of a person authorized to communicate with the Engineer about unsuitable day notices, the specifications for payment and working days when a day is unsuitable but you did not receive a notice are void.

### **Preparation For Micro-surfacing**

Remove loose particles of extraneous materials including paving and dirt by any non-destructive method including flushing or sweeping.

You may fog the roadway surface with water ahead of the spreader box. The fog spray must be adjusted for pavement:

1. Temperature
2. Surface texture

### 3. Dryness

#### Repair Wheel Path Depression

If repair wheel path depression is specified, before spreading micro-surfacing, fill wheel path depressions and irregularities with micro-surfacing material. If the depressions are less than 0.04 foot deep, fill with a scratch course. If the depressions are 0.04 foot deep or more, fill with a wheel path depression (rut) box.

Spread scratch course by adjusting the steel strike-off of a scratch course box until it is directly in contact with the pavement surface.

Spread micro-surfacing with a rut box leaving a slight crown at the surface. Use multiple applications to fill depressions more than 0.12 foot deep. Do not apply more than 0.12 foot in a single application.

Allow traffic to compact each wheel path depression application for a minimum of 12 hours before placing additional micro-surfacing.

#### Micro-surfacing Placement

Spread micro-surfacing in compliance with:

##### Micro-surfacing Spread Rates

Micro-surfacing Type	Location	Spread Rate Range (pounds of dry aggregate per sqyd)
Type II	Full Lane Width	10 - 20
Type III <sup>a</sup>	Full Lane Width	20 - 32
Type III <sup>b</sup>	Full Lane Width	30 - 32

Notes:

<sup>a</sup> Over asphalt concrete pavement

<sup>b</sup> Over portland cement concrete pavement and concrete bridge decks

Spread micro-surfacing either in the direction of traffic or in the opposite direction.

Keep hand tools available to remove spillage.

#### Joints

Construct longitudinal and transverse joints on micro-surfacing that are:

1. Uniform
2. Straight
3. Neat in appearance
4. Butt-type joints
5. Without material build-up
6. Without uncovered areas

Place longitudinal joints:

1. On centerlines, lane lines, edge lines, or shoulder lines
2. With overlaps not more than 3 inches

Set the leading edge of roofing felt on transverse joints to create a straight butt-joint with the next application when the roofing felt is removed.



The maximum difference between the pavement surface and the bottom edge of a 12 foot straightedge placed perpendicular to the joint must be:

1. 0.04 foot for longitudinal joints
2. 0.03 foot for transverse joints

### **Finished Surface**

Finish micro-surfacing to be free of irregularities such as scratch or tear marks. You may leave up to 4 marks that are 1/2 inch or wider and 6 inches or more long per 75 linear feet of micro-surfacing placed. Do not leave any marks that are over 1 inch wide or 6 inches long.

Sweep micro-surfacing 24 hours after placement without damaging micro-surfacing. For 5 days afterward, sweep micro-surfacing daily.

### **Repair Of Early Distress**

If bleeding, raveling, delaminating, rutting, or washboarding occurs after placing the micro-surfacing, make repairs using a method approved by the Engineer.

### **11.4.c SWEEPING**

This section governs the sweeping operation for the cape seal areas only. Construction area shall be swept after seal coats are laid until loose aggregates are gone, that sweeping period shall commence immediately after the first coat of micro-surfacing. The minimum sweeping schedule shall be:

Chip Seal:	Sweep three consecutive work days after application;
Microsurfacing:	Sweep three consecutive days after application.

Note, curing period between chip seal and micro-surfacing shall be a minimum of three days.

Additionally, a final post installation sweep is required. The final post installation sweep shall take place after 2 weeks of the final installation or cape seal.

### **MEASUREMENT AND PAYMENT**

Cape Seal Seal. The contract item price paid per square foot of Cape Seal. Full compensation for sampling and testing polymer modified asphaltic emulsion shall be considered as included in the contract price paid per square foot of cape seal, and no additional compensation will be allowed therefor.

Sweeping will be paid separately as a lump sum item. Payment for Street Sweeping in lump sum price shall include tools, street sweeper, fuel, and everything else in completing street sweeping and no additional compensation will be allowed therefor.

### **11.5 ASPHALT CONCRETE**

Asphalt concrete shall be Type B (1/2" Max aggregate) and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Caltrans Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for Type B asphalt concrete shall be PG Grade 64-16 conforming to the provisions in Section 92, "Asphalts," of the Caltrans Standard Specifications.

The asphalt content of the asphalt mixture will be determined in conformance with the requirements in California Test 379, or in conformance with the requirements in California Test 382.

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Paint binder (tack coat) shall be paving asphalt conforming to the provisions in Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and Section 92, "Asphalts," of the Caltrans Standard Specifications. The grade of paving asphalt to be used as paint binder will be determined by the Engineer.

Paint binder (tack coat) shall be applied to the gallon per square yard range limits specified for the surfaces to receive asphalt concrete in the tables below. The exact application rate within the range will be determined by the Engineer.

Application Rates for Asphaltic Emulsion Paint Binder (Tack Coat) on Asphalt Concrete (except Open Graded) and on Portland Cement Concrete Pavement (PCCP)		
Type of surface to receive paint binder (tack coat)	Slow-Setting Asphaltic Emulsion gal/sq yd (Note A)	Rapid-Setting Asphaltic Emulsion gal/sq yd (Note B)
Dense, compact surfaces, between layers, and on PCCP	0.04 - 0.08	0.02 - 0.04
Open textured, or dry, aged surfaces	0.08 - 0.20	0.04 - 0.09

Note A Slow-setting asphaltic emulsion is asphaltic emulsion diluted with additional water. Water shall be added and mixed with the asphaltic emulsion (containing up to 43 percent water) so the resulting mixture contains one part asphaltic emulsion and not more than one part added water. The water shall be added by the emulsion producer or at a facility that has the capability to mix or agitate the combined blend.

Note B Undiluted rapid-setting asphaltic emulsion

Application Rates for Paint Binder (Tack Coat) on Asphalt Concrete	
Type of surface to receive paint binder (tack coat)	Paving Asphalt gal/sq yd
Dense, compact surfaces, between layers, and on PCCP	0.01 – 0.02
Open textured, or dry, aged surfaces	0.02 – 0.06

Asphalt concrete paving will be measured by the ton in accordance with section 39, "Hot Mix Asphalt," of the Caltrans Standard Specifications. No separate measurement and payment will

be made for prime coat, cold plane, header board and paint binder required between paving courses, and at conforms to existing pavement.

The contract item price paid per ton for Asphalt concrete includes full compensation for doing all the work involved in constructing asphalt concrete, transport tack coat, labor, material, compaction, complete in place as shown on the plans and as directed by the Engineer.

## **11.6 DIGOUT REPAIR**

Digout repair shall be paid in two separate pay items: Cold Plane Asphalt Concrete Pavement in square foot, and Asphalt Concrete in tons. Technical specifications for cold plane asphalt concrete and asphalt concrete shall also govern for Digout Repair.

## **11.7 PAVING MAT**

### Material

Paving mat shall be Glaspave 50 or equivalent. Paving Mat shall be a nonwoven fiberglass and polyester hybrid material compliant with section 96 of the 2015 Caltrans Standard Specifications.

### Installation

Prior to installation, pavement surface shall be inspected for cleanliness and roughness. Pavement surface shall be smooth and clean per manufacturer's guidelines.

Installation of Pavement Reinforcing Mat shall be in accordance to the manufacturer recommendations.

### Measurement and Payment

Full compensation for cleaning pavement immediately in advance of placing binder, pavement reinforcing fabric, and asphalt concrete surfacing shall be considered as included in the contract price paid per square yard for pavement reinforcing fabric and no separate payment will be made therefor.

## **11.8 MISCELLANEOUS CONCRETE CONSTRUCTION**

Miscellaneous Concrete (Sidewalk), Miscellaneous Concrete (Curb and Gutter), Curb Ramp shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, the City of Rohnert Park Manual of Standard and these special provisions.

Existing curb ramp marked for reconstructed shall be shall demolish, and reconstructed per latest Caltrans Standard Plans A88A, Case A or D or as directed by the Engineer.

Curb ramp detectable warning surface shall consist of raised truncated domes constructed or installed on curb ramps in conformance with the details shown on the plans and these special provisions. At the option of the Contractor, the detectable warning surface shall be prefabricated, cast-in-place, or stamped into the surface of the curb ramp. The color of the detectable warning surface shall be yellow conforming to Federal Standard 595B, Color No. 33538.

Prefabricated detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be attached in conformance with the manufacturer's recommendations.

Cast-in-place and stamped detectable warning surfaces shall be painted in conformance with the provisions in Section 59-6, "Painting Concrete," of the Standard Specifications.

The finished surfaces of the detectable warning surface shall be free from blemishes.

Prior to constructing the cast-in-place or stamping the detectable warning surface, the Contractor shall demonstrate the ability to produce a detectable warning surface conforming to the details shown on the plans and these special provisions by constructing a 24" x 24" test panel.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, colorfastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

#### Measurement and Payment

The contract item price paid per square feet for Miscellaneous Concrete (Sidewalk) includes full compensation for doing all the work involved removing existing concrete, constructing sidewalk or landing, provide base material, compaction, complete in place as shown on the plans and as directed by the Engineer.

The contract item price paid per linear feet for Miscellaneous Concrete (curb and gutter) includes full compensation for doing all the work involved removing existing concrete, constructing curb and gutter, provide base material, compaction, complete in place as shown on the plans and as directed by the Engineer.

The contract item price paid per each for Curb Ramp includes full compensation for doing all the work involved in removing existing concrete, constructing the new ramp, provide base material, compaction, complete in place as shown on the plans and as directed by the Engineer.

The contract item price paid per each for Retrofitting Curb Ramp includes full compensation for doing all the work involved in attaching truncated domes onto existing ADA compliant ramps, and as directed by the Engineer.

### **11.9 THERMOPLASTIC PAVEMENT STRIPING AND MARKING**

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Caltrans Standard Specifications and these special provisions.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m<sup>-2</sup> lx<sup>-1</sup>.

Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m<sup>-2</sup> lx<sup>-1</sup>.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Minimum Stripe Thickness (inch)	Minimum Application Rate (lb/ft)
0.079	0.27

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of thermoplastic traffic stripes and pavement markings, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe and by the square foot as thermoplastic pavement marking.

### **Payment**

Payment for Thermoplastic Pavement Marking per square foot shall be measured and paid for in accordance with Section 84 of Caltrans Standard Specifications.

Pavement for Thermoplastic Pavement Striping per lineal foot shall be measured and paid for in the type of Pavement Striping in accordance with Section 84 of Caltrans Standard Specifications.

Payment for Thermoplastic Parking Tick per each parking stall striped shall be measured and paid for in accordance to Section 84 of Caltrans Standard Specifications and shall include all material, layout, removal of existing striping, and doing all work related to Thermoplastic Parking Ticks.

## **11.10 PAVEMENT MARKERS**

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Caltrans Standard Specifications and these special provisions.

Attention is directed to "Traffic Control System For Lane Closure" of these special provisions regarding the use of moving lane closures during placement of pavement markers with bituminous adhesive.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Caltrans Standard Specifications.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.

Retroreflective pavement markers placed in pavement recesses shall be cemented with a flexible, polymer-modified, hot-melt asphaltic adhesive conforming to the following requirements:

Specification	ASTM Designation	Requirement
Penetration, mm, 100 g, 5 seconds, 25°C	D 5	3.0 Maximum
Softening Point, °C	D 36	93 Minimum
Brookfield Thermosel Viscosity, Pa s, No. 27 Spindle, 20 RPM, 191°C	D 4402	2.5 - 6
Ductility, cm, 5 cm/min, 25°C	D 113	15 Minimum
Ductility, cm, 1 cm/min, 4°C	D 113	5 Minimum
Flexibility	D 3111 <sup>1, 2, 3, 4</sup>	No breaks or cracks
Notes: 1. Modify ASTM Designation: D 3111, Paragraph 6, to "The test apparatus consists of a mandrel one inch in diameter by 3 inch to 6 inch in length, supported at each end." 2. Modify ASTM Designation: D 3111, Paragraph 7, to "The test specimen dimensions are one inch wide, 6 inch long, and 1/8 inch thick." 3. Modify ASTM Designation: D 3111, Paragraph 8, to "Condition the test specimens and apparatus for 4 hours at 19° F before testing." 4. Modify ASTM Designation: D 3111, Paragraph 10.5, to "Bend the test specimens 90° over the mandrel at a uniform rate in 10 seconds while maintaining intimate contact with the mandrel."		

Testing of adhesive bond strength will be performed on sandblasted concrete brick surface in conformance with the requirements in California Test 669 and these special provisions. The concrete brick surface will be sandblasted in conformance with the requirements in California Test 423. The test plugs of 2-inch diameter will be conditioned at 221° F for a minimum of 2 hours before bonding to the sandblasted concrete surface. The adhesive sample will be heated to the application temperature as recommended by the manufacturer and a sample of 3 inch diameter in area will be poured onto the sandblasted concrete surface. The heated plug will immediately be pressed onto the puddle of hot adhesive to squeeze out excess adhesive. The excess adhesive extruding from under the plug will be removed. The assembly will be allowed to cure for 24 hours at 73° F ± 3.6° F and then be tested to bond failure at a crosshead speed of 2 inches per minute. The reported peak load and the bond strength value will be the average of 3 tests, respectively. The same bond strength test will be performed on retroreflective pavement markers. Instead of placing the heated adhesive sample on the sandblasted concrete surface, it will be placed on the bottom of the pavement markers.

Minimum bond strength to the sandblasted concrete brick surface shall be 100 psi and minimum bond strength to retroreflective pavement markers shall be 119 psi.

Adhesive placed in pavement recesses shall be applied as recommended by the manufacturer.

### **Payment**

Pavement for Pavement Markers per each shall be measure and paid for in the type of Traffic Lines in accordance to Section 82 of Caltrans Standard Specifications.

## **11.11 BICYCLE RACK**



Bicycle Rack shall be U Type bicycle racks, U-Rack Bike Rack Model 543-1054 or equivalent. Installation of bicycle rack shall be according to the manufacturer's specifications.

Payment for bicycle rack per each rack install shall be paid for each bicycle rack installed and no payment shall be made thereafter. Payment shall include all materials, labor, tools, and sealant.

#### **11.12 RAISE UTILITY COVER**

Sewer manhole cover, sewer cleanout, water valve cover shall be raised in accordance with the City of Rohnert Park Manual of Standards and this technical specification.

Sewer manhole frame and cover shall not be used. New sewer manhole frame and cover shall be provided by the City as City furnished materials.

Survey monument cover shall be raised in accordance with the City of Rohnert Park Manual of Standards and this technical specification.

Payment for raising sewer manhole and water valve per each item raised include all labor, tools, materials (other than City furnished material), cement, and sealant, necessary to complete the work.

Payment for raising survey monument per each item raised include all labor, tools, materials, cement, and sealant necessary to complete the work.

#### **11.13 SIGNS**

Signs shall be in accordance to the standard specified in MUTCD, latest edition. Motorcycle Parking Sign, quality, size, and lettering shall be consistent with other signs to be installed in the park.

Signposts and sign installation shall be in accordance with the City of Rohnert Park Manual of Standard.

Payment for signs paid per each shall include all material, post, labor, tools, and sealant necessary to complete the work.

#### **11.14 PAINT RED CURB**

Red curb painting consists of painting the curb vertical face and the curb top red. Two coats of paint shall be applied with curing between the first coat and second coat be a minimum of 30 minutes.

Paint shall be of commercial quality suitable for outdoor use.

Prior to painting, concrete curb surface shall be cleaned, with debris, dirt, loose material, vegetation removed. A minimum of one passage of wire brush will be required for concrete curb surface preparation.

Payment for red curb painting in linear feet shall include all labor, material, tools necessary to complete the work.

### **11.15 WHEEL STOP**

Wheel Stop consists of furnishing and installing commercially available concrete wheel stops.

Payment for wheel stop per each installed shall include all labor, material, tools necessary to install and secure wheel stop in place and no additional payment shall be made thereafter.

## **PART 5 – DRAWINGS**

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## **Addendum No. 1**

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## **Addendum No. 2**

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## Exhibit C

### C O N T R A C T

#### CIRCLE DRIVE REHABILITATION

PROJECT NO. 2017-16

THIS AGREEMENT, made and entered into this 24<sup>th</sup> day of April, 2018, by and between Argonaut Constructors, hereinafter called "Contractor", and the City of Rohnert Park, hereinafter called "City".

### W I T N E S S E T H :

WHEREAS, the City Council of said City has awarded a contract to Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor.

NOW, THEREFORE, IT IS AGREED, as follows:

1. Scope of Work: The Contractor must perform all the work and furnish all the labor, materials, equipment and all utility and transportation services required to complete all of the work of construction and installation of the improvements more particularly described in the Resolution adopted by the City Council of said City on April 24, 2018 the items and quantities of which are more particularly set forth in the Contractor's bid therefor on file in the office of the City Clerk, except work to be performed by subcontractors as set forth in the Contractor's bid and for which the Contractor retains responsibility.

2. Time of Performance and Liquidated Damages: The Contractor must begin work within fifteen (15) calendar days after official notice by the City Engineer to proceed with the work and must diligently prosecute the same to completion within **forty-five (45)** working days of that Notice. The Contractor acknowledges and agrees that time is of the essence with respect to Contractor's work and that Contractor shall diligently pursue performance of the work.

In the event the Contractor does not complete the work within the time limit so specified or within such further time as said City Council must have authorized, the Contractor must pay to the City liquidated damages in the amount of **\$500** per day for each and every day's delay in finishing the work beyond the completion date so specified. Additional provisions with regard to said time of completion and liquidated damages are set forth in the specifications, which provisions are hereby referred to and incorporated herein by reference.

3. Payments: Payments will be made by City to the Contractor for said work performed at the times and in the manner provided in the specifications and at the unit prices stated in Contractor's bid.



The award of the contract is for a total amount of **\$942,383.72**

4. Component Parts and Interpretation: This contract must consist of the following documents, each of which is on file in the office of the City Clerk and all of which are incorporated herein and made a part hereof by reference thereto:

- a) This Agreement
- b) Notice Inviting Sealed Proposals
- c) Instruction and Information to Bidders
- d) Accepted Proposal, with all attachments and certifications
- e) Faithful Performance Bond
- f) Labor and Material Bond
- g) Special Provisions
- h) Standard Specifications
- i) Technical Specifications
- j) Design Standards
- k) Plans, Profiles and Detailed Drawings

In the event of conflict between these documents, the following order of precedence will govern: this contract; change orders; supplemental agreements and approved revisions to plans and specifications; special conditions; standard specifications; detail plans; general plans; standard plans; reference specifications. In the absence of a controlling or contrary provision in the foregoing, the *Standard Specifications* (2010 edition) of the California Department of Transportation shall apply to this project.

5. Independent Contractor. Contractor is and will at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City.

6. Prevailing Wages: Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract will be on file in, and available at City Hall.

Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.)

Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.

Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor may forfeit as a penalty to City up to \$200.00 for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay 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.

With each application for payment, Contractor shall also deliver certified payrolls to Owner as set forth above in these General Conditions, and concurrently therewith (but in no event less frequently than monthly) directly to the Labor Commissioner in the format prescribed by the Labor Commissioner

Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.

If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

7. Hours of Labor: Contractor acknowledges that under California Labor Code sections 1810 and following, eight hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to City the sum of \$25.00 for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810.

8. Apprentices: Attention is directed to the provisions in Sections 1777.5 (Chapter 1411, Statutes of 1968) and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him.

Section 1777.5, as amended, requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the

performance of the Contract. The ratio of apprentices to journeymen in such cases must not be less than one to five except:

- A. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days prior to the request for certificate, or
- B. When the number of apprentices in training in that area exceeds a ratio of one to five, or
- C. When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally, or
- D. When the assignment of an apprentice to any work performed under a public works Contract would create a condition which would jeopardize his life or the life, safety, or property of fellow employees or the public at large, or if the specified task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman, or
- E. When the Contractor provides evidence that he employs registered apprentices on all of his Contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship program if he employs registered apprentices or journeymen in any apprenticeable trade on such Contracts and if other Contractors on the public works site are making such contributions.

The Contractor and any Subcontractor under him must comply with the requirements of Section 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. .

9. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"A contractor must not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter. "

10. Workmen's Compensation Insurance: In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4

(commencing with Section 3700) of the Labor Code of the State of California, the Contractor is required to secure the payment of compensation to his employees and must for that purpose obtain and keep in effect adequate Workmen's Compensation Insurance.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

11. Indemnity and Insurance: To the fullest extent permitted by law, Contractor must indemnify, hold harmless, release and defend City, its officers, elected officials, employees, agents, volunteers, and consultants from and against any and all actions, claims, demands, damages, disability, losses, expenses including, but not limited to, attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Contractor, in whole or in part, arising out of Contractor's activities hereunder, including the activities of other persons employed or utilized by Contractor including subcontractors hired by the Contractor in the performance of this Agreement excepting liabilities due to the active negligence of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Contractor under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Contractor and must continue to bind the parties after termination/completion of this Agreement.

Contractor shall procure and maintain throughout the time for performance of the work under this Contract the insurance required by the Special Provisions. The requirement that Contractor procure and maintain insurance shall in no way be construed to limit the Contractor's duty to indemnify City as provided in the paragraph above.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

12. City Right of Termination and Right to Complete the Work. The City may terminate the Contract when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by act of God, by law, or by official action of a public authority. In addition, the occurrence of any of the following is a default by Contractor under this Contract:

A. Contractor refuses or fails to prosecute the Work or any part thereof with such diligence as will insure its completion within the time specified or any permitted extension.

B. Contractor fails to complete the Work on time.

C. Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

D. Contractor fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified.

E. Contractor fails to make prompt payment to any subcontractor or for material or labor.

F. Contractor fails to abide by any applicable laws, ordinances or instructions of City in performing the Work.

G. Contractor breaches or fails to perform any obligation or duty under the Contract.

Upon the occurrence of a default by Contractor, the Director will serve a written notice of default on Contractor specifying the nature of the default and the steps needed to correct the default. Unless Contractor cures the default within 10 days after the service of such notice, or satisfactory arrangements acceptable to City for the correction or elimination of such default are made, as determined by City, City may thereafter terminate this Contract by serving written notice on Contractor. In such case, Contractor will not be entitled to receive any further payment, except for Work actually completed prior to such termination in accordance with the provisions of the Contract Documents.

In event of any such termination, City will also immediately serve written notice of the termination upon Contractor's surety. The surety will have the right to take over and perform pursuant to this Contract; provided, however, that if the surety does not give City written notice of its intention to take over and perform this Contract within five days after service of the notice of termination or does not commence performance within 10 days from the date of such notice, City may take over the Work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. Contractor and the surety will be liable to City for any and all excess costs or other damages incurred by City in completing the Work.

If City takes over the Work as provided in this Section, City may, without liability for so doing, take possession of, and utilize in completing the Work, such materials, appliances, plant, and other property belonging to Contractor as may be on the site of the Work and necessary for the completion of the Work.

13. Substitution of Securities for Withheld Amounts: Pursuant to California Public Contracts Code Section 22300, securities may be substituted for any moneys withheld by a public agency to ensure performance under a contract. At the request and sole expense of the Contractor, securities equivalent to the amount withheld must be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who must pay such moneys to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section must include those listed in the California Public Contracts Code Section 22300 or bank or savings and loan certificates of deposit. The Contractor must be the beneficial owner of any securities substituted for moneys withheld and must receive any interest thereon.

Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the

Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Section 22300 for securities deposited by the Contractor. Upon satisfactory completion of the Contract, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Any escrow agreement entered into pursuant to this section must contain as a minimum the following provisions:

- a. The amount of securities to be deposited;
- b. The terms and conditions of conversion to cash in case of the default of the Contractor; and
- c. The termination of the escrow upon completion of the contract.

14. General Provisions

A. Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.

B. Assignment. Contractor may not assign this Contract without the prior written consent of City, which consent may be withheld in City's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.

C. Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.

D. Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and City prior to the execution of this Contract.

E. Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the City Council or City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

F. Counterparts, Facsimile or other Electronic Signatures. This Contract may be executed in several counterparts, each of which will be deemed an original, and all of which, when taken together, constitute one and the same instrument. Amendments to this Contract will be considered executed when the signature of a party is delivered by facsimile or other electronic transmission. Such facsimile or other electronic signature will have the same effect as an original signature.

G. Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any



Party of any breach of the provisions of this Contract will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

H. Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.

I. Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.

J. Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Sonoma. In the event of litigation in a U.S. District Court, venue will be in the Northern District of California.

IN WITNESS WHEREOF, the City of Rohnert Park has caused these presents to be executed by its officers, thereunto duly authorized, and Contractor has subscribed same, all on the day and year first above written.

CITY OF ROHNERT PARK

\_\_\_\_\_  
City Manager Date  
Per Resolution No. \_\_\_\_\_ adopted by the Rohnert Park  
City Council at its meeting of \_\_\_\_\_

\_\_\_\_\_  
Name/Title Date

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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