

# CITY OF CAPITOLA

## PROJECT SPECIFICATIONS

### FOR

## 38<sup>th</sup> Avenue Sidewalk Project

For use in conjunction with the State of California, Department of Transportation Standard Specifications 2015, and Standard Plans 2015.

**BIDS OPEN: 11:00 A.M., Wednesday, August 1, 2018**



**CITY OF CAPITOLA**  
**420 Capitola Avenue**  
**Capitola, CA 95010**  
(831) 475-7300 – Phone  
(831) 479-8879 – Fax  
[www.cityofcapitola.org](http://www.cityofcapitola.org)

## TABLE OF CONTENTS

NOTICE INVITING SEALED BID.....	1
BID PROPOSAL .....	3
STATEMENT OF EXPERIENCE OF BIDDER .....	9
LIST OF PROPOSED SUBCONTRACTORS.....	10
NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER .....	11
BIDDER'S BOND.....	12
DIR REGISTRATION REQUIREMENT .....	14
CERTIFICATION OF ELIGIBILITY TO CONTRACT .....	15
AGREEMENT .....	16
HOLD HARMLESS CLAUSE.....	19
PERFORMANCE BOND.....	20
BOND FOR SECURITY OF LABOR AND MATERIALS.....	23
ESCROW AGREEMENT TO SUBSTITUTE SECURITIES FOR WITHHOLD MONEYS IN PUBLIC CONTRACTS.....	25
SPECIAL PROVISIONS .....	27
SECTION I     DEFINITIONS AND TERMS .....	27
SECTION II    BID REQUIREMENTS AND CONDITIONS.....	29
SECTION III   AWARD AND EXECUTION OF CONTRACT .....	31
SECTION IV    SCOPE OF WORK.....	33
SECTION V     CONTROL OF WORK.....	35
SECTION VI    CONTROL OF MATERIALS.....	37
SECTION VII   LEGAL RELATIONS AND RESPONSIBILITY .....	38
SECTION VIII  PROSECUTION, PROGRESS AND PAYMENT.....	42
SECTION IX    INSURANCE .....	44
TECHNICAL SPECIFICATIONS.....	45
GENERAL 10-1 .....	45
SPECIFIC 10-2.....	47

**CITY OF CAPITOLA  
SANTA CRUZ COUNTY, CALIFORNIA**

**NOTICE INVITING SEALED BIDS**

**38<sup>th</sup> Avenue Sidewalk Project**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Director of Public Works (“Director”) of the City of Capitola (“City”), California, on or before August 1, 2018 at the hour 11:00 a.m. Pacific Standard Time (“Deadline”) in the Director’s office at 420 Capitola Avenue, Capitola, California, 95010, for the following work and improvements in and for the City, at which time they will be publicly opened and read:

**General work description:**

Construction of approximately 891 square feet of sidewalk, 357 lineal feet of curb and gutter, driveway approaches, accessible curb ramp, and related items of work. Demolition of existing improvements, traffic control, and stormwater pollution prevention is included. Project site is west side of 38<sup>th</sup> Avenue from Capitola Road to approximately 400 feet south.

The estimated cost of construction is \$122,368.

Any bid received after the Deadline will not be given consideration.

**BID SECURITY**

Each bid must be accompanied by a cashier's check, certified check, or Bidder's Bond executed by a corporate surety authorized to engage in such business in the State of California, payable to the City of Capitola, in an amount not less than ten percent (10%) of the amount of the bid as a guarantee that bidder will enter into the proposed contract. The bid security of the successful bidder will be retained until such bidder has executed the contract documents and met the conditions necessary for award of the contract, whereupon the bid security will be returned. A bid will not be considered unless one of the approved forms of bid security is enclosed with it.

**BONDS**

The successful bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the contract price, a Labor and Material Bond in an amount equal to one hundred percent (100%) of the contract price, and a Defective Materials and Workmanship Bond in an amount equal to ten (10%) percent of the contract price. Said bonds shall also be executed by a corporate surety authorized to engage in such business in the State of California and be made payable to the City of Capitola.

**OBTAINING BID DOCUMENTS**

General requirements, plans, specifications and bid forms may be obtained at the office of the Director of Public Works, City Hall, 420 Capitola Avenue, Capitola, California 95010 or by calling (831) 475-7300, or on the City’s website at [www.cityofcapitola.org](http://www.cityofcapitola.org)

## SUBMISSION OF BIDS

The sealed bids must be addressed to the City of Capitola and must be submitted in a single sealed envelope endorsed: **“38<sup>th</sup> Avenue Sidewalk Project”**

Bidders shall refer to the Special Provisions (Bid Requirements and Conditions) for additional information and requirements.

## WITHDRAWAL OF BID

If the successful bidder fails, neglects, or refuses for fifteen (15) calendar days after notice of award of the contract to enter into the contract to perform the work, the cashier's check, certified check, or Bidder's Bond accompanying the bid and the amount therein named, shall be declared forfeited to the City and shall be collected by it and paid into its general fund. After the bids have been opened, no bidder will be allowed to withdraw its bid without forfeiting the bid security, unless permitted to do so by the Director of Public Works and allowed by applicable law.

## CONTRACTOR'S LICENSE

All Bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California. Bidder must provide with its bid proof of licensure satisfactory to the City.

In addition, at the time of bid, bidders must possess the following classification of contractor's license: a current and valid Class A and /or C-12 and/or C-8 License.

At the time of Bid (and throughout the duration of this project), all Bidders, contractors, and subcontractors, regardless of tier, shall hold the appropriate current and active licenses issued by the State of California for the work to be performed and any licenses specifically required by the bid documents.

Failure to hold the specified license(s) at the time of bid opening shall render the bid non-responsive, act as a bar to award of the contract to any bidder not possessing said license(s), and result in a forfeiture of the bid security.

Notice is hereby given to the bidder/contractor that any bidder or contractor not properly licensed in accordance with the laws of the State of California at the time the contract is awarded shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors State License Board

## CITY BUSINESS LICENSE REQUIRED FOR SUCCESSFUL BIDDER AND SUBCONTRACTORS

The successful Bidder who is awarded the contract, and his/her/its subcontractors must possess a valid City of Capitola Business License at the time the contract is awarded and before commencing work on this project.

## PRE-BID SITE INSPECTION

Bidders are required to inspect and familiarize themselves with the project site prior to Bid. The purpose of the site inspection is to acquaint Bidders with the general, local, and site conditions that may affect cost, progress, and performance of the Work prior to submitting a Bid. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and familiarized himself/herself/itself with the site and is satisfied as to the conditions to be encountered, the character, quality, and scope of work to be performed, the type of equipment and facilities needed, and the quantities of materials to be

furnished, as well as the requirements of this Notice Inviting Sealed Bids, the Instructions to Bidders, the plans and specifications, and other Contract Documents.

#### INSURANCE

The successful bidder must meet the insurance requirements and provide certificates of insurance on the forms and with the required coverage and endorsements set forth in the contract documents.

#### CITY'S RIGHTS RESERVED

The bidder agrees to honor its bid for a period of at least ninety (90) calendar days after the opening of bids. The City reserves the right to reject any or all bids, waive any irregularities in any bids, and make any awards or rejections in what it alone considers to be in the best interest of the City, and its determination as to which bid is the lowest responsible bid and is for the best interest of the City shall be final.

#### NOTICE TO PROCEED AND LIQUIDATED DAMAGES

The Contractor receiving the award of the contract shall begin work within fifteen (15) calendar days after receipt of the Notice to Proceed and shall diligently prosecute the same to completion within thirty (30) working days of the date specified in the Notice to Proceed. For each consecutive calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due it, as liquidated damages and not as a penalty, the sum of One Thousand Nine Hundred Dollars (\$1,900) for each consecutive calendar day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of Nine Hundred and Fifty Dollars (\$950) per calendar day, unless otherwise provided in the contract documents.

#### EQUAL OPPORTUNITY

The City of Capitola, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex or national origin.

#### PREVAILING RATE OF WAGES

Prevailing wage and apprenticeship requirements apply in accordance with the California Labor Code. As required by California Labor Code Section 1770 *et. seq.*, the Contractor and all subcontractors shall pay no less than the prevailing rate of wages as determined by the Director of the California Department of Industrial Relations (DIR). Pursuant to California Labor Code Section 1773, the Director of the DIR has ascertained the general prevailing wage rates in the locality in which the work is to be performed for each craft, classification, or type of worker required to perform the work. Pursuant to Section 1773.2 of the Labor Code, copies of the prevailing rates of wages for this project are on file at the office of Public Works and are available to interested parties upon request. The successful bidder shall post a copy of these rates as well as job site notices as prescribed by regulation, at the job site. By this reference, such schedule is incorporated herein and made part of the bid documents. Overtime shall be not less than one and one-half (1-1/2) times the established rates. Sundays and holidays shall be not less than two (2) times the established rates. In payment of labor, the Contractor shall comply with the provisions of the Labor Code of the State of California, Sections 1770 to 1781 inclusive (Article 2, Chapter 1, Part 7, Division 2), and any acts amendatory thereto.

## DEPARTMENT OF INDUSTRIAL RELATIONS

Contractors and subcontractors must be currently registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.5 and Section 1771.1. The Contractor and subcontractors shall provide proof of DIR registration at the time of bid.

### NOTICE:

- No contractor or subcontractor may be listed on a bid proposal for a public works project 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 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.

## RETAINAGE

From each progress payment, 5 percent will be deducted and retained by the City as security for completion of the balance of the work and performance of the Contract. For any moneys earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in California Public Contract Code Section 22300.

## RESOLUTION OF CONSTRUCTION CLAIMS

Each Bidder is hereby notified of California Public Contract Code Section 9204, incorporated by reference herein, as such section relates to resolution of construction claims. All provisions of Public Contract Section 9204 are incorporated by reference herein, and form an integral part of the contract documents for this project.

## UNDERSTANDING

By submitting a bid in response to this Notice Inviting Sealed Bids, the bidder shall be conclusively deemed to have read, understood, and agreed with all of the information and materials contained in the bid documents, including, but not limited to, this Notice Inviting Sealed Bids, the Agreement, the general conditions, the Special Provisions, the plans, drawings, and specifications, and insurance requirements.

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

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Steven E. Jesberg  
Public Works Director

CITY OF CAPITOLA  
SANTA CRUZ COUNTY, CALIFORNIA  
BID PROPOSAL FOR

38<sup>th</sup> Avenue Sidewalk Project

The undersigned, as Bidder, declares that a) Bidder has carefully examined the work site and all contract documents and has full knowledge of and understands all of the provisions and contents of this bid proposal, the bid documents, and all the contract documents attached hereto or referenced herein have been thoroughly examined, b) that this bid proposal is made without collusion with any other person, firm, or corporation and that all laws, rules, regulations, and ordinances relating to the interest of public officers in this contract have been complied with in every respect, and c) Bidder has familiarized himself/herself/itself with the nature and extent of the contract documents, the work, the project site, the locality where the work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress, and/or performance of the work and has made such independent investigations as Bidder deems necessary.

Bidder, represents that a) Bidder and all subcontractors, regardless of tier, have the appropriate current and active Contractor's licenses required by the State of California and the bid documents, b) Bidder has become familiar with all the conditions related to the proposed work, including, without limitation, the availability of labor, materials, and equipment, the conditions to be encountered, the character, quality, and scope of work to be performed, and the requirements of the contract documents; c) Bidder and all subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Sections 1725.5 and 1771.1.

Bidder proposes and agrees, if this bid proposal is accepted, that Bidder will contract with the City of Capitola, Santa Cruz County, California, in the form of the copy of the Agreement herein contained, to provide all necessary machinery, tools, apparatus and other means of construction; to furnish all materials, to provide all labor, and to construct the improvements in conformity with the specifications and drawings and other contract provisions contained in the contract documents or reasonably implied thereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City; to pay all charges of freight transportation and hauling and all applicable taxes; to indemnify the City (and its councilmembers, officials, officers, directors, employees, volunteers, , consultants, representatives, and agents) against any loss or damage arising from any act or omission of the undersigned as Contractor; and that Bidder will take in full payment therefore an amount computed by the City and based upon the unit prices as set forth in this bid proposal.

Bidder accepts all of the terms and conditions of the contract documents, including without limitation, the Notice Inviting Sealed Bids, Bid Proposal, addenda, bonds, plans and specifications, drawings, Agreement, general conditions, special provisions, and other contract documents.

It is understood that the quantities set forth herein are approximate only and are for the purpose of comparing bids. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the contract.

The amount to be paid the Contractor shall be the amount of work in each item actually constructed, multiplied by the unit prices set forth as follows:

Contractor's Name: \_\_\_\_\_

ITEM NO.	BID ITEM	UNIT	QTY	UNIT PRICE	UNIT TOTAL
1	Mobilization	LS	1		
2	Shrub Removal (Clear & Grub)	SF	410		
3	Demolition (remove concrete/AC curb/gutter/sidewalk/pavement)	LS	1		
4	Concrete Sidewalk	SF	891		
5	Concrete Curb & Gutter	LF	357		
6	Concrete Vertical Curb	LF	68		
7	Concrete Approaches & Ramps	SF	567		
8	Driveway AC Conforms	TON	7		
9	Adjust valve/monument/cleanout Boxes to Grade	EA	7		
10	Traffic Control and Construction Area Signs	LS	1		
11	Temporary Water Pollution Control and Erosion Control	LS	1		
12	Roadside Signs	EA	1		
13	Remove/Replace Street AC Conform	LF	357		
TOTAL					\$

The City will award the contract to the lowest responsible bidder complying with the instructions in the Notice Inviting Sealed Bids and special provisions. The lowest bidder will be determined on the basis of the total of the Base Bid items alone. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more item totals in the bid schedule does not equal the total amount bid, the individual item totals shall govern and the corrected sum shall be deemed to be the amount bid.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities or irregularities to the fullest extent permitted by law.

The undersigned agrees, if this bid proposal is accepted by the City Council and if a contract for the performance of the work is entered into by and between the City of Capitola and the undersigned, to plan the work and prosecute it with such diligence that all of the work shall be completed within thirty (30) working days of the date specified in the Notice to Proceed. For each consecutive calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due it, the liquidated damages specified in the contract documents.

The undersigned further agrees that it will not withdraw its bid within ninety (90) days after the bid Deadline, and that if this bid proposal is accepted, to sign the Agreement and to furnish the required insurance forms and bonds with satisfactory surety or sureties within FIFTEEN (15) calendar days after notice of the award of the contract and if the undersigned fails to contract as aforesaid, it shall be understood that the contract has been abandoned and therefore that this bid proposal and the bid



security shall be forfeited to and become the property of the City. Otherwise, the bid security accompanying this bid shall be returned to the undersigned.

In conformance with California Labor Code Section 1860, *et seq.*, the undersigned Bidder confirms and certifies the following:

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the City with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the City will receive thirty (30) days' notice of cancellation.

Anyone signing this bid proposal or any other bid form as an agent of the Bidder must submit with the bid package legal evidence of his or her authority to sign such bid proposal or other bid form.

The undersigned declares under penalty of perjury that the information contained in this bid proposal and all accompanying bid forms and documents are true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

\_\_\_\_\_  
Bidder's Address

\_\_\_\_\_  
Printed Name of Bidder

\_\_\_\_\_  
City, State, Zip Code

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

\_\_\_\_\_  
Telephone No.

**REQUIRED CONTRACTOR INFORMATION**

NOTICE: In the case of a corporation, give below the address of the principal office thereof and the names and addresses of the president, secretary, treasurer and manager:

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Tax ID No. or Social Security No \_\_\_\_\_

Contractor's License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

Expiration date: \_\_\_\_\_

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

Classification of workers used on job:

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Acknowledgement of Addendum(s): Receipt of the following addendum(s) issued during the time of bidding is acknowledged and the information contained therein has been considered in the preparation of this bid proposal.

Note: Failure to execute the following may be considered as an irregularity in the bid proposal.

Addendum No. (None \_\_\_), (1 \_\_\_), (2 \_\_\_), (3 \_\_\_), (4 \_\_\_), (5 \_\_\_)  
Check appropriate space(s).

I certify under penalty of perjury that the representations made herein are true and correct to the best of my knowledge.

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

\_\_\_\_\_  
Printed Name of Bidder

### STATEMENT OF EXPERIENCE OF BIDDER

The bidder is requested to state below what work of similar magnitude or character bidder has done and to give reference that will enable the City Council to judge bidder's experience, skill and business standing and ability to conduct the work as completely and as rapidly as required under the terms of the contract.

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LIST OF PROPOSED SUBCONTRACTORS

List the name, location of the place of business, California contractor’s license number, and the public works contractor registration number issued pursuant to California Labor Code Section 1725.5 of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one half of one percent (1/2%) of the Contractor’s total bid, or \$10,000.00, whichever is greater, and the portion of the work to be done by each subcontractor. Contractor shall list only one subcontractor for each such portion as is defined

Work to be Performed	License # & Type	DIR Reg #	% Of Total Contract	Subcontractor’s Name Address, Phone & Email address	Classification of Workers used on job
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Note: Attach additional sheets if required.

General Contractor shall perform a minimum of 30% of the contract work.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER

State of California        )  
City of Capitola         ) ss.  
County of Santa Cruz    )

\_\_\_\_\_, being first duly sworn, deposes and says that he  
(Bidder's Name)  
or she is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)

the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his/her/its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(NOTE: Signatures for those executing for the Non-collusion Affidavit must be properly acknowledged.)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

as SURETY, are held and firmly bound unto the CITY OF CAPITOLA, State of California, hereinafter called the CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above-named, submitted by said Principal to the City, for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety exceed the sum of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_ ) DOLLARS.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Capitola, California, on August 1, 2018, for:

38<sup>th</sup> Avenue Sidewalk Project

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL: \_\_\_\_\_(Seal)

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

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

SURETY: \_\_\_\_\_ Seal)

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

(Note: Signatures of those executing for the Surety must be properly acknowledged.)

**DIR REGISTRATION STATEMENT**

By submitting his/her/its bid, the Bidder certifies to have verified that it and all subcontractors used on this public work project are registered with the State of California Department of Industrial Relations (DIR) in compliance with California Labor Code sections 1771.1 and 1725.5. The registration numbers of the Bidder and all subcontractors to be used on this project are as follows:

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\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



**CERTIFICATION OF ELIGIBILITY TO CONTRACT**

By submitting its bid, the Bidder certifies in accordance with California Public Contract Code Section 6109 that neither the Bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded, or perform as a subcontractor on public works projects.

\_\_\_\_\_  
SIGNATURE OF BIDDER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

CITY OF CAPITOLA  
SANTA CRUZ COUNTY, CALIFORNIA

**AGREEMENT**  
**38<sup>th</sup> Avenue Sidewalk Project**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Capitola, a Municipal Corporation, in Santa Cruz County, California, hereinafter called the City, and \_\_\_\_\_ hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, plans and other contract documents, for the work herein described and shown and has approved and adopted these contract documents, specifications and plans and has caused to be published in the manner and for the time required by law, a Notice Inviting Sealed Bids for doing the work in accordance with the terms of this Agreement and all other contract documents, and

WHEREAS, the Contractor in response to said notice has submitted to the City a sealed bid proposal accompanied by a bid guaranty in an amount not less than ten percent (10%) of the amount bid for the construction of all of the proposed work in accordance with the terms of this Agreement and all other contract documents, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted and as a result has determined and declared the Contractor to be the lowest responsible bidder and has duly awarded to the Contractor a contract for all of the work and for the sum or sums named in the bid and in this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. WORK TO BE DONE:

That the Contractor shall provide all necessary labor, machinery, tools, apparatus and other incidentals and means of construction; shall furnish all materials, equipment, supervision, superintendence and overhead expenses of whatever nature necessary to construct all of the project and improvements for the City of Capitola in conformity with the specifications and plans and other contract documents and according to such instructions as may be given by the City of Capitola Director of Public Works or its authorized agent.

ARTICLE II. CONTRACT PRICES:

As provided and subject to the conditions in Article 9 of the General Conditions, the City agrees to pay monthly to the Contractor, an amount equal to 95% of the sum of the cost of the Work in permanent place as of the date of the Contractor's Application For Payment, plus cost of materials not yet incorporated in the Work (subject to conditions in Article 9), less amounts previously paid to date.

The Contractor hereby agrees to accept such payment as full compensation for all labor, materials, equipment, and appliances necessary to complete the Work; for all loss, costs, expenses, or damage arising from the Work or from action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the Work, or from any other unknowns or risks of any description connected with the Work; for all costs, expenses, damages, and losses incurred in and in consequence of the suspension or discontinuance of the Work; for all liability and other insurance; for all fees or royalties or other expenses on account of any patent or patents; for all overhead and other expenses incident to the Work and expected profits; and for well and faithfully performing and completing the Work within the Contract Time described in Article IV, Contract Time; all according to the contract plans and specifications, the details and instructions, and other contract documents, and the requirements of the City Council.

### ARTICLE III. PARTS OF THE CONTRACT:

The complete contract documents consist of the following:

1. Notice Inviting Sealed Bids
2. Hold Harmless Clause
3. Bid Proposal
4. Performance Bond
5. Non-Collusion Affidavit
6. Labor and Material Bond (Payment Bond)
7. Bidder's Bond or Bid Guaranty
8. Specifications
9. Drawings
10. Agreement
11. Insurance Forms and Certificates

All of the provisions of said contract documents are made a part hereof as those fully set forth herein. In case of any conflict between this Agreement and any other part of the contract documents, this Agreement shall be binding. Collectively, these contract documents constitute the complete agreement between the City and Contractor and supersede any previous agreements or understandings.

### ARTICLE IV. CONTRACT TIME

Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within thirty (30) working days, the "Contract Time",

By signing this Agreement, Contractor represents to the City that the Contract Time is reasonable for completion of the Work and that Contractor will complete the Work within the Contract Time. Time limits stated in the Contract Documents are of the essence of the Contract.

### ARTICLE V. LIQUIDATED DAMAGES

All Work shall be diligently prosecuted to completion within the Contract Time. If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to the City (or have withheld from monies due Contractor), as liquidated damages and not as a penalty, the sum of One Thousand Nine Hundred Dollars (\$1,900) for each consecutive calendar day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of Nine Hundred and Fifty Dollars (\$950) per calendar day. The City and Contractor agree that if the Work is not completed within the Contract Time, the City's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. The City may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of the City in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

### ARTICLE VI. BLANK

### ARTICLE VII. DUE AUTHORIZATION

IN WITNESS WHEREOF, the City has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its City Manager and its City Clerk thereunto duly authorized and the Contractor has executed these presents the day and year herein above written.

*This Agreement shall be effective at such time as each party is in possession of a copy  
(i.e. either an original or facsimile) executed by the other party.*

SO AGREED,

CITY OF CAPITOLA  
A Municipal Corporation

CONTRACTOR:

By:

\_\_\_\_\_  
Benjamin Goldstein  
City Manager

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

Awarded by the City Council on  
\_\_\_\_\_

\_\_\_\_\_  
License No. \_\_\_\_\_

Tax ID or SSN \_\_\_\_\_

By:

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

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

*By signing above on behalf of the corporation,  
the individual so signing warrants that he/she  
has authority to sign this agreement on behalf  
of the corporation and legally bind the company  
to all of the obligations contained therein.*

**ATTEST:**

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

HOLD HARMLESS CLAUSE

WHEREAS, \_\_\_\_\_, (Contractor), has been awarded a contract with the City of Capitola to perform certain work described as follows:

Construction of approximately 891 square feet of sidewalk, 357 lineal feet of curb and gutter, driveway approaches, accessible curb ramp, and related items of work. Demolition of existing improvements, traffic control, and stormwater pollution prevention is included. Project site is west side of 38<sup>th</sup> Avenue from Capitola Road to approximately 400 feet south.

Contractor hereby agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from any and all demands, claims or liabilities of any nature caused by or arising out of Contractor's negligent acts, errors, or omissions, or willful misconduct, or conduct for which the law imposes strict liability on Contractor in the performance or nonperformance of this agreement.

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

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ (Contractor)

of \_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation/Partnership/Individual)

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

of \_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto CITY OF CAPITOLA, 420 Capitola Avenue, Capitola, CA 95010, hereinafter called OWNER, in the penal sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) (100% of contract amount), in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made part hereof for the construction of 38<sup>th</sup> Avenue Sidewalk Project.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

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

PROVIDED, FURTHER, that the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder of the specifications accompanying the same shall in any ways affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal/Secretary

\_\_\_\_\_  
Principal (type)

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

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

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Surety (type)

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

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

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Surety/Secretary

\_\_\_\_\_  
Attorney-in-fact (type)

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

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

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Witness as to Surety

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

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

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

**IMPORTANT:** Surety companies executing bonds must be admitted sureties in possession of a valid current certification to that effect issued by the Commissioner of Insurance. (See Insurance Code Section 706.5.)



BOND FOR SECURITY OF  
LABOR AND MATERIALS

WHEREAS, The City Council of the City of Capitola, State of California, and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter designated as "principal") have entered into an agreement whereby principal  
agrees to install and complete certain designated public improvements, which said agreement, dated  
, 20\_\_\_\_, and identified as project 38<sup>th</sup> Avenue Sidewalk Project, is hereby referred to and made a part hereof;  
and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance  
of the work, to file a good and sufficient payment bond with the City of Capitola, 420 Capitola Avenue, Capitola,  
CA 95010, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of  
Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned as corporate surety, are held firmly bound unto the City of  
Capitola and all contractors, subcontractors, laborers, material men and other persons employed in the  
performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum  
of \_\_\_\_\_  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts  
due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the  
same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon  
this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including  
reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, to be  
awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons,  
companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4  
of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon  
this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise  
it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counter-parts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal/Secretary

\_\_\_\_\_  
Principal (type)

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

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

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Surety (type)

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

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

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Surety/Secretary

\_\_\_\_\_  
Attorney-in-fact (type)

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

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

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

SEAL:

\_\_\_\_\_  
Witness as to Surety

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

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

\_\_\_\_\_  
Telephone No. \_\_\_\_\_

NOTE: Date of Bond must not be prior to date of Contract.  
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must be admitted sureties in possession of a valid current certification to that effect issued by the Commissioner of Insurance. (See Insurance Code Section 706.5.)

ESCROW AGREEMENT TO SUBSTITUTE SECURITIES  
FOR WITHHOLD MONEYS IN PUBLIC CONTRACTS  
(OPTIONAL)

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Capitola, hereafter called "City", and \_\_\_\_\_ hereafter called "Contractor", having its main office at \_\_\_\_\_

WHEREAS, Contractor has been awarded a contract by City for

**38<sup>th</sup> Avenue Sidewalk Project**

and has executed a contract dated \_\_\_\_\_, 20\_\_\_\_ with City under which contract the Contractor is obligated to construct the above project and for which City shall pay Contractor certain progress payments from which moneys will be withheld as retention to insure performance of the contract by Contractor; and

WHEREAS, Contractor elects to substitute, at Contractor's expense, certain securities as eligible under Section 16430 of the Government Code or bank or savings and loan certificates of deposit equivalent to the amount withheld from progress payments.

NOW, THEREFORE, the parties agree as follows:

1. City shall hold in escrow the sum of \_\_\_\_\_ Dollars for the account of Contractor as represented by securities identified below:

(Cash Rec. No. \_\_\_\_\_ dated \_\_\_\_\_)

2. Contractor shall be the beneficial owner of any securities held by City substituted for moneys withheld and Contractor shall receive any interest thereon.

3. City will not pay out or release any escrow funds or securities except as provided in this agreement.

4. In the event Contractor or Contractor's agents fail to perform each and every obligation of its contract with City in the manner and within the time set forth in the contract for the project, the entire amount of escrow funds or securities held in escrow shall become the property of City upon certification from the Director of Public Works that Contractor has failed to perform its contract with City and Contractor has been given thirty (30) days written notice of its default under the contract. The escrow funds and securities which become the property of City shall be used and retained by City for the purpose set forth in the contract regarding withholding and retention of funds from progress payments, and such provisions are incorporated herein as if fully set forth.

5. Upon satisfaction in full and the time expiration set forth in the contract regarding withholding and retention of funds from progress payments, the amount held in escrow or securities held by City for the benefit of Contractor shall be released to Contractor by City upon certification of the Director of Public Works that Contractor has fully performed all obligations under the contract with City.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CITY OF CAPITOLA:

By \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

APPROVED AS TO FORM:

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

## SPECIAL PROVISIONS

The following special provisions shall add to or modify the General Provisions of the State of California, Department of Transportation, Standard Specifications, dated 2015 as amended.

### SECTION I. DEFINITIONS AND TERMS

Whenever the following terms or pronouns in place of them are used in these specifications or in any documents or instruments where these specifications govern, the intent and meaning shall be interpreted as follows:

- A. ADDENDUM. Written or graphic instrument issued prior to the opening of bid proposals which interprets, corrects, or changes the bidding or contract documents. The term "addendum" shall include bulletins and all other types of written notices issued to potential bidders prior to opening bid proposals.
- B. CITY. The City of Capitola, located in Santa Cruz County, California; also sometimes referred to as the "City."
- C. ENGINEER OR CITY ENGINEER. The City Engineer of the City of Capitola or the Director of Public Works, acting either directly or through properly authorized agents.
- D. BIDDER. Any individual, firm, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- E. CONTRACTOR. The person or persons, co-partnership, or corporations who have entered into a contract with the City for performance of work covered by this contract, and its authorized agents or legal representatives.
- F. INSPECTOR. Shall mean the technical inspector or inspectors duly authorized or appointed by the Engineer.
- G. PLANS. The word "plans" shall denote drawings. The word "drawings" shall denote plans. Plans and/or drawings are a part of the specifications.
- H. SPECIFICATIONS. The directions, provisions and requirements contained herein and supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.
- I. PROPOSAL FORM. The approved form on which the City Engineer requires formal bids to be prepared and submitted for the work.
- J. BID PROPOSAL. The offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.
- K. CONTRACT, AGREEMENT, OR CONTRACT DOCUMENTS. The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include the notice to contractors, proposal, plans, specifications, special provisions, and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable

manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.

- L. WORK. All the work specified in the special provisions, proposal and contract.
- M. INSTALL. Where the word install is used, it shall also mean that the Contractor shall provide all of the materials necessary to install the item as shown on the plans or in these specifications, unless stated otherwise.
- N. CONSTRUCT. Where the word construct is used, it shall also mean that the Contractor shall provide all of the materials necessary to construct the item as shown on the plans or in these specifications, unless stated otherwise.
- O. PLACE. Where the word place is used, it shall also mean to provide all of the materials for the complete installation of the item denoted.
- P. ADVERTISEMENT. The published Notice Inviting Sealed Bids for the construction of the project.
- Q. STANDARD SPECIFICATIONS. The State of California, Department of Transportation, Standard Specifications, dated 2015 as amended, also referred to as the State Specifications.
- R. STANDARD PLANS. The State of California, Department of Transportation, Standard Plans, dated 2015 as amended, also referred to as the State Standard Plans.
- S. STATE. The State of California, including the Department of Transportation (Caltrans), California Highway Patrol, or any other State of California agency whose action or oversight is related to the work.

## SECTION II. BID REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions of Section 2 of the State Specifications for the requirements and conditions which must be observed in the preparation of the bid proposal forms and the submission of the bid and these special provisions.

A. CONTENTS OF BID PROPOSAL FORMS. Prospective bidders will be furnished with forms which will state the location and description of the contemplated work to be performed, for which a bid is asked.

B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK.  
The bidder shall examine carefully the site of the work contemplated and the plans, specifications and proposal and contract forms thereof. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character and quality of work to be performed and as to the materials to be furnished, as to the requirements of these specifications, the special provisions and the contract.

For convenience in designation on the plans or in the specifications, certain materials or articles to be incorporated in the work may be designated under a trade name or the name of a manufacturer and the manufacturer's catalog information. The request for substitution of a similar or equivalent material or article shall not be made before the submission of a bid proposal and/or award of the contract. Attention is directed to the provisions under "Submittals," of Section VI elsewhere in the special provisions.

If any person contemplating submitting a bid proposal for proposed contract is in doubt as to the true meaning of or finds discrepancies in or omissions from any part of the plans, specifications, or other contract documents, the person may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a copy of the contract documents. No person is authorized to make any oral interpretation or correction of any provision in the contract documents to any bidder, and no bidder shall rely on any such oral interpretation or correction.

C. BID PROPOSAL FORMS. **All bids shall be made upon the blank forms provided herein, which shall be void if detached from these specifications.** All items shall be properly filled out. Numbers shall be stated in figures. The signatures of all persons signing shall be in long hand. If the bid is submitted by an individual, the individual's name and post office address must be shown. If submitted by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If submitted by a corporation, the bid proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles and business addresses of the president, secretary, treasurer and manager.

D. REJECTION OF BIDS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

E. BID GUARANTEE. All bids shall be presented under sealed cover and shall be accompanied by a cashier's check, certified check or Bidder's Bond made payable to the City of Capitola, for an amount equal to at least TEN PERCENT (10%) of the amount of said bid.

F. WITHDRAWAL OF BIDS. Any bid may be withdrawn by the bidder prior to but not after the time fixed for the opening of bids, provided that a request in writing for the withdrawal of such bid, executed by the

bidder or bidder's duly authorized representative, is filed with the Director of Public Works of the City of Capitola. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

- G. DISQUALIFICATIONS OF BIDDERS. More than one bid 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 bid for the work contemplated will cause the rejection of all bids in which said bidder is interested.
  
- H. COMPETENCY OF BIDDERS. With each and every bid and forming a part thereof, the City Council will require the bidder to furnish a statement of bidder's financial responsibility, technical ability, and experience.



### SECTION III. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3 of the State Specifications for the requirements and conditions concerning award and execution of contract and these special provisions.

- A. AWARD OF CONTRACT OR REJECTION OF BIDS. All bids shall be subject to the approval of the City Council, which reserves unto itself the right to accept or reject any or all bids and waive any irregularities or informalities of bids as it may deem for the best interest of the City, and whose determination as to whose bid is the lowest responsible bid shall be final and conclusive. The award, if made, will be made within fifteen (15) calendar days after the opening of the bids. City shall not be bound until the contract has been fully executed.
- B. RETURN OF BID GUARANTEES. Within thirty (30) calendar days after the award of the contract, the City will return the bid guarantees accompanying the bids, which are not being considered in making the award. All other bid guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompany.
- C. CONTRACT BONDS. The successful bidder simultaneously with the execution of the agreement will be required to furnish, on forms provided herein:
1. PERFORMANCE BOND in the amount equal to one hundred percent (100%) of the contract price, and must be by a corporate surety authorized to engage in such business in California, payable to the City of Capitola.
  2. LABOR AND MATERIAL BOND in an amount equal to one hundred percent (100%) of the contract price, and must be by a corporate surety authorized to engage in such business in California, payable to the City of Capitola.
  3. DEFECTIVE MATERIALS AND WORKMANSHIP BOND in an amount equal to ten (10%) of the contract price, and must be by a corporate surety authorized to engage in such business in California, payable to the City of Capitola and valid for a one (1) year period commencing on the date of contract completion.

This bond shall be provided to the City prior to release of the five (5%) project retention.

- D. EXECUTION OF CONTRACT. The contract shall be signed by the successful bidder and returned, together with the contract bonds and insurance certificates, within fifteen (15) calendar days after the award of the contract. Bidder will honor its bid for a period of at least ninety (90) calendar days after the opening of bids.
- E. PENALTY FOR FAILURE TO SIGN CONTRACT. A successful bidder who fails, neglects or refuses to sign the contract and file acceptable bonds as required, within the time specified, shall have the bid guarantee forfeited to the City as liquidated damages.
- F. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. For any moneys earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California. This substitution shall be effected prior to submittal of Contractor's first progress billing to the City for work under this contract.

- G. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES. Attention is directed to the provisions of Section 8-1.04, "Start of Job Site Activities," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the State Specifications and these special provisions.

The counting of calendar days shall commence on the date stated in the "Notice to Proceed." The Contractor shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed and shall diligently complete all work as specified or indicated in the contract documents within thirty (30) working days.

For each consecutive calendar day in excess of the time specified for completion of the work, the Contractor shall pay to the City, or have withheld from monies due it, as liquidated damages and not as a penalty, the sum of One Thousand Nine Hundred Dollars (\$1,900) for each consecutive calendar day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of Nine Hundred and Fifty Dollars (\$950) per calendar day), unless otherwise provided in the contract documents.

## SECTION IV. SCOPE OF WORK

A. WORK TO BE DONE. The work to be done on this project consists, in general, of the following:

Construction of approximately 891 square feet of sidewalk, 357 lineal feet of curb and gutter, driveway approaches, accessible curb ramp, and related items of work. Demolition of existing improvements, traffic control, and stormwater pollution prevention is included. Project site is west side of 38<sup>th</sup> Avenue from Capitola Road to approximately 400 feet south.

B. CHANGES AND EXTRA WORK. Changes and extra work, if found necessary, shall be done in accordance with the provisions of Section 4-1.05, "Changes and Extra Work," of the Standard Specifications and these special provisions.

The City may require changes in, additions to or deductions from, the work to be performed or the materials to be furnished under this Contract pursuant to the provisions of the Contract Documents.

No change to the work shall be made, extra work performed, or deduction from the work made unless in pursuance of a written change order from the City, signed by the Director of Public Works or its authorized representative, stating that the change, addition, deletion, or any combination thereof is authorized. Written field orders may be issued to the contractor pending the issuance of a formal change order. No claim for additional payment shall be considered unless so ordered.

Adjustments to the contract amount by reason of a duly authorized change order shall be determined on the basis of one of the following methods, at the option of the Director of Public Works:

1. On the basis of an acceptable lump sum proposal from the Contractor in response to a quotation request.
2. On the basis of unit prices specified in the Contractor's proposal.
3. On the basis of actual necessary cost plus fifteen (15) percent to cover superintendence, general expense and profit, hereinafter referred to as "Force Account Work."

Force Account Work, if ordered, shall be adjusted and certified daily on record sheets acceptable to the Director of Public Works and signed by both he and the Contractor. Such daily report sheets shall thereafter be considered as the true record of Force Account Work done. Computation of actual costs shall include wages paid for workers and any employer payment made to, or on behalf of, workers for health, welfare, pension, vacation plans or similar purposes. Equipment costs shall be on the basis of generally accepted rental schedules for the locality. Material costs shall be supported by supplier's invoices.

When a lump sum proposal for extra work is requested from the Contractor, such quotation request shall be furnished by the Contractor, and a quotation for the work involved delivered to the Director of Public Works within five (5) calendar days. If the Director of Public Works finds said proposal unacceptable, he may then proceed with such extra work by Force Account or such other means as are available under the provisions of the contract.

C. INTERPRETATION OF SPECIFICATIONS AND DRAWINGS. The specifications and the contract drawings are intended to be explanatory of each other. Any work indicated in the contract drawings and not in the specifications, or vice versa, is to be executed as if indicated in both. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such

further explanations as may be necessary, and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or question arising respecting the true meaning of the specifications, reference shall be made to the City and its decision thereon shall be final.

- D. FIGURED DIMENSIONS. All work shown on the contract drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions where given are in all cases to be followed, though they may differ from scaled measurements. Large scale and full size drawings shall be followed in preference to small scale drawings.
- E. ERRORS OR DISCREPANCIES. If the Contractor, in the course of the work, discovers any discrepancies between the drawings and the conditions of the ground, or any errors or omissions in the drawings or in the layout given by stakes, points or instructions, it shall be Contractor's duty to inform the Engineer immediately in writing and the Engineer shall promptly verify the same. Any work done after such discovery until authorized will be done at the Contractor's risk.
- F. DRAWINGS TO BE FURNISHED BY CONTRACTOR. The bidder's attention is directed to the provisions in Section 5-1.23, "Submittals" of the State Specifications for the requirements concerning submittals. As soon as practicable and proper after the execution of this contract, the Contractor shall supply such working drawings or devices to be furnished hereunder as are called for herein or as are required by the Engineer, to make clear the details of construction and of devices and to demonstrate fully that all materials and equipment comply with the intent and provisions of this contract. Unless otherwise herein specified, such drawings shall be submitted to the Engineer for this approval upon Engineer's request. Should any drawings furnished by the Contractor not be approved by the Engineer, the Contractor shall make the revisions required and again submit them to the Engineer for approval. After due approval by the Engineer, these drawings shall become a part of this contract and the work shall be done in conformity therewith. No such work shall begin or devices purchased until the drawings covering it or they have been approved. The approval of the drawings shall not relieve the Contractor of responsibility or waive or modify any of the provisions or requirements of this contract.
- G. ADDITIONAL DRAWINGS BY CITY. The drawings made a part of this contract at the time of its execution are intended to be fairly specific and to indicate the detail of the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the specifications and contract drawings, and the Contractor shall make the work conform to all such drawings.
- H. CLEANING UP. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period in conformance with Section 5-1.31, "Job Site Appearance," of the Standard Specifications and these special provisions. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.
- On or before the completion of the work the Contractor shall, without charge therefore, tear down and remove all temporary structures built by Contractor, and shall remove rubbish of all kinds from any of the grounds which Contractor has occupied and leave them in a condition acceptable to the Engineer.
- Full compensation for conforming to the provisions of "Cleaning Up," of this article shall be considered as included in the various contract items, and no additional allowance will be made therefore.
- I. SALVAGE FOR THE CITY. None

## SECTION V. CONTROL OF WORK

The bidder's attention is directed to the provisions in Section 5 of the State Specifications for the requirements and conditions concerning Control of Work and these special provisions.

- A. AUTHORITY OF THE ENGINEER. The bidder's attention is directed to the provisions in Section 5-1.03 Engineer's Authority of the State Specifications. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of the work performed, as to the quality and acceptability of materials furnished, and as to the manner of performance and the rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Plans and Specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation. The Engineer's decisions shall be final; the Engineer shall have authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.
- B. COOPERATION OF THE CONTRACTOR. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer in writing and shall be received and obeyed by the Contractor's designated representative.

The representative must be present at the job site while work is in progress. The Contractor must submit the representatives contact information (name, telephone number) so the representative can be easily contacted to perform emergency work while work is not in progress.

- C. COOPERATION BETWEEN CONTRACTORS. Where two or more contractors are employed on related or adjacent work, each shall conduct their operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor or other entity performing work at or near the job or material site is responsible to the other for damage to work, persons, or property and for costs due to unnecessary delays.
- D. CHARACTER OF WORKERS. If any person employed by the Contractor, or by a subcontractor, shall fail or refuse to carry out the directions of the Engineer, or shall appear to the Engineer to be incompetent, or to act in a disorderly or improper manner, that person shall be discharged immediately upon the recommendation of the Engineer, and shall not again be employed on the work.
- E. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices incident to the lawful prosecution of the work.
- F. ACCESS TO WORK. The Engineer and the Engineer's authorized assistants shall at all times have access to the work during its progress. All work done and all materials furnished shall be subject to the inspection of the Engineer.
- G. SUBMITTALS. Attention is directed to Section 5-1.23, "Submittals," of the State Specifications. Within fifteen (15) calendar days after award of the contract, before any materials are purchased, brought to the site or installed, the Contractor shall submit to the Engineer a complete listing of the manufacturers each item of equipment or assembly fabricated off the site which the Contractor proposes to furnish on the project, together with sufficient information including shop assembly and detail drawings, manufacturers' specifications, and performance data to demonstrate clearly that the materials and equipment to be furnished comply with the provisions and intent of the contract specifications, contract drawings and contract documents. If the information shows any deviation from the contract requirements, the Contractor shall, by a statement in writing accompanying the submittal, advise the Engineer of the deviation and state the reason therefore.

Approval by the Engineer of shop drawings and other data submitted by the Contractor shall not relieve the Contractor from responsibility for any errors therein or of furnishing the materials and equipment of proper dimension, size, quantity, quality, and all performance characteristics to meet the requirements and intent of the contract documents. The Contractor shall have no claim for damages or extension of time on account of any delay in the work resulting from the rejection of materials or from revision and resubmittal of drawings and other data for approval. All submittals and shop drawings shall be furnished to the City in quadruplicate.

- H. INSPECTION. The inspection of the work shall not relieve the Contractor of its obligation to fulfill the contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.
- I. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK. Contractor's attention is directed to the provisions in Section 5-1.30 "Noncompliant and Unauthorized Work," of the Standard Specifications. All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at the Contractor's own expense, and no compensation will be allowed Contractor for such removal or replacement.
- J. LANDSCAPE DAMAGES. Repair slopes or other existing facilities that were damaged after starting job site activities and before starting plant establishment.

As ordered, replace plants that have been damaged from either or both of the following conditions:

1. Ambient air temperature falling below 32 degrees F during the plant establishment period
2. Department or its supplier restricting or stopping water delivery during the plant establishment period

This plant replacement work is change order work.

- K. EQUIPMENT. The use of equipment which is obsolete as to type, in bad condition or worn out will not be permitted on the work. The Contractor shall provide adequate and suitable equipment and plans to meet the requirements of the work, and when ordered by the Engineer shall remove unsuitable equipment from the work.
- L. FINAL INSPECTION. When the work performed by the Contractor shall have been satisfactory and the final cleaning up performed, the Engineer will make the final inspection.

## SECTION VI. CONTROL OF MATERIALS

The Bidder's attention is directed to the provisions in Section 6 of the State Specifications for the requirements and conditions concerning Control of Materials and these special provisions.

- A. DEFECTIVE MATERIALS. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials -- whether in place or not -- shall be rejected and shall be removed immediately from the site of the work.
- B. REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work; upon failure to do so or to make satisfactory progress in so doing within forty-eight (48) hours after the service of a written notice by the Engineer, the condemned materials or work may be removed by the City and the cost of such removal shall be taken out of the contract price. No such rejected or condemned material shall again be offered for use by the Contractor under this contract.
- C. TRADE NAMES, ALTERNATIVES, OR EQUALS. Attention is directed to Section 6-1.05, "Specific Brand or Trade Name and Substitution," of the State Specifications.
- D. STORAGE OF MATERIALS. Unless specifically authorized by the Engineer, no materials shall be stored overnight upon any public road or right of way within the City.

## SECTION VII. LEGAL RELATIONS AND RESPONSIBILITY

The Bidder's attention is directed to the provisions in Section 7 of the State Specifications for the requirements and conditions concerning Legal Relations and Responsibility to the Public and these special provisions.

- A. LEGAL RESTRICTIONS. The Contractor shall stay fully informed of all existing and future state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed on the work, or which in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances and regulations.
- B. PATENTS. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.
- C. SANITARY PROVISIONS. The Contractor shall comply with all of the sanitary regulations prescribed by the California Department of Health Services.
- D. PUBLIC CONVENIENCE AND SAFETY. Contractor's attention is directed to the provisions in Section 7-1.03, "Public Convenience" and Section. 7-1.04, "Public Safety" of the Standard Specifications. The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public. It shall be the responsibility of the Contractor to protect and guard the public from injury or damage due to any cause.
- E. RESPONSIBILITY FOR WORK. Accepting as herein otherwise provided, until the formal acceptance of all work by the City, the Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof from any cause whatever. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its acceptance, and shall bear the expense thereof.
- F. HOURS OF LABOR. The Contractor shall forfeit as penalty to the City, Fifty Dollars (\$50.00) for each laborer, worker, or mechanic employed in the execution of the contract by the Contractor, or by any subcontractor, upon any of the work hereinafter mentioned, for each working day during which said laborer, worker or mechanic is required or permitted to labor more than eight hours per day or forty hours per week in violation of the provisions of Labor Code §1815.
- G. PREVAILING WAGE. The Contractor shall, as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each working day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by the Contractor or any of Contractor's subcontractors. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each working day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Labor Code §1773, §1773.2, §1773.4 and §1775 of the will be complied with.

Pursuant to the State of California, or local law thereto applicable, the City Council hereby determines that the general prevailing per diem rate in the locality in which the work is to be performed, for laborers and for each craft or type of worker and mechanic employed in the execution of this contract, is the Union Wage Scale established for Santa Cruz County, which wage scale as of the execution date of this contract is incorporated herein as if fully set forth.

Copies of the prevailing rate of per diem wages prepared and available by the California State Department of Industrial Relations.



- H. COMPLIANCE WITH DIVISION OF APPRENTICESHIP STANDARDS. The Contractor to whom the contract is awarded shall, in compliance with the California Labor Code § 1777.5 , be required to adhere to the provisions of the ratio of apprentices to journeymen as more particularly defined in the aforementioned Labor Code section. Notice is given that the City of Capitola will, within five (5) days of awarding of contract, notify the Division of Apprenticeship Standards of such awarding and will notify said Division of any findings of any discrepancies regarding the ratio of apprentices to journeymen.
- I. CERTIFIED PAYROLL RECORDS. The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workers and mechanics employed by the Contractor in connection with the execution of this contract or any subcontracts thereunder and also showing the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the City awarding this contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement and the State Department of Industrial Relations, its deputies and agents.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

- J. POSTING MINIMUM WAGE RATES/ JOB SITE POSTINGS. The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. The contractor shall post job site notices prescribed by regulation (See 8 Calif. Code Reg §16451 (d) for the notice that previously was required for project monitored by the CMU).
- K. PAYMENT OF EMPLOYEES. The Contractor and each subcontractor shall pay each employee engaged in work on the project under this contract in full (less deductions made mandatory by law) and not less often than once a week.
- L. REGISTRATION OF CONTRACTORS. At the time of award of the contract, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code.
- M. RESPONSIBILITY FOR DAMAGE. The City of Capitola, the City Council, or the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workers or the public; for damage to property from any cause which might have been prevented by the Contractor, Contractor's workers, or anyone employed by the Contractor; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Capitola, the City Council, and the Engineer from all suits or actions of every name and description brought forth or on account of any injuries or damages received or sustained by any person or persons by or from the Contractor, Contractor's servants or agents, in the construction of the work or by or in consequence of any negligence in guarding against such injuries or damages or on the account of any act or omission of the Contractor or Contractor's agents, and in addition to any remedy authorized by law so much as shall be considered necessary by the City Council may be retained by the City of Capitola until disposition has been made of such suits or claims for damages as aforesaid.

The Contractor shall be responsible for any liability imposed by law or for any damage to any person or property and shall indemnify and hold harmless the City of Capitola, its officers and employees, all in the same manner and to the same extent as provided above for the protection of the City, the City Council and the Engineer, except that no retention of money due the Contractor under and by virtue of the contract will be paid by the City of Capitola, pending disposition of suits or claims for damages brought against the City.

- N. TERMINATION OF CONTRACT. If the work provided for under this contract shall be abandoned, or if the contract shall be sublet or assigned without the consent of the City, or if at any time the Engineer shall be of the opinion that the conditions specified as to the rate of progress are not being fulfilled, or that the work or any part thereof is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or provisions of this contract or is executing the same in bad faith, the City shall notify the Contractor to fulfill the conditions of this contract. Should the Contractor fail to begin compliance with said notice within five (5) calendar days, the City may, at its discretion, notify the Contractor to discontinue all work under this contract or any part thereof, and thereupon the Contractor shall discontinue work, and the City may, by contract or otherwise, at its discretion, complete the work or such part thereof, and may take possession of the work and use therein such materials, machinery, implements and tools of every description as shall be found upon the work, or provide whatever is needed for the completion of the work and charge the expense thereof to the Contractor. In order to meet the expenses so incurred, the City is hereby authorized by the Contractor to draw a warrant in the name of the Contractor and in favor of these persons, firms or corporations doing the work or providing the materials or labor therefore, against the fund or appropriation set aside for the purpose of this contract. When a warrant is so drawn it shall be conclusive upon the Contractor and shall be to all intent and purposes the same as drawn by the Contractor in person. When any of the said demands have been audited and paid, the amount of the same shall be deducted from the fund or appropriation set-aside for the purposes of this contract being so terminated. The Contractor shall immediately, upon due notice from the Engineer to do so, remove from the premises all materials and personal property belonging to the Contractor which have not already been used in the construction of the work or which are not in place in the work, and the Contractor shall forfeit all rights under this contract, and both the Contractor and Contractor's sureties shall be liable for the bond for all damages caused the City by reason of Contractor's failure to complete this contract.

Neither the extension of time for any reason beyond the date fixed for the completion of this work, nor the doing and acceptance of any part of the work called for by the terms of this contract, subsequent to the said date, shall be deemed to be a waiver by the City of the right to abrogate, annul, or terminate this contract for abandonment or other cause as provided above.

During the performance of this contract, the Contractor, its assignees and successors in interest (hereinafter referred to as "Contractor") agree as follows:

1. COMPLIANCE WITH REGULATIONS. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. NONDISCRIMINATION. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, sex, or national origin, ancestry, physical handicap, medical condition, marital status, or religion in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 1735 of the Labor Code.

3. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, ancestry, physical handicap, medical condition, marital status, or religion.
4. INFORMATION AND REPORTS. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
5. SANCTIONS FOR NONCOMPLIANCE. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. INCORPORATION OF PROVISIONS. The Contractor will include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, order or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City.
- O. WATER POLLUTION. Attention is directed to Section 13, "Water Pollution Control," of the Standard Specifications and Section 21, "Erosion Control" elsewhere in the special provisions.
- P. CONSTRUCTION HOURS. Construction hours shall be limited between the hours of 8:00 a.m. and 5:00 p.m. on weekdays. Construction shall be prohibited on weekends except for emergency work approved by the Engineer.

## SECTION VIII. PROSECUTION, PROGRESS AND PAYMENT

Attention is directed to Sections 8 and 9 of the State Specifications for the requirements and conditions concerning Prosecution and Progress, Payment and these special provisions.

- A. COMPLETION AND PAYMENT. All work completed under the contract shall be paid for in accordance with the provisions of these Special Provisions. The Contractor shall accept the compensation as provided in the contract in full payment for furnishing all materials, labor, tools and equipment, including all applicable taxes and fees, necessary to complete the work and for performing all work completed and embraced under the contract.
- B. PROGRESS ESTIMATE AND PAYMENT. The Engineer shall, on or around the twentieth (20th) day of each month, make an estimate of the value of the work performed and materials furnished in accordance with this contract. The first estimate shall be of the value of the work done and of the materials proposed and suitable for permanent incorporation in the work delivered and suitably and safely stored at the site of the work since the Contractor began the performance of this Contract.

Every subsequent estimate, except the final estimate, shall be of the value of the work done and materials delivered and suitably stored at the site of the work since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored; and provided, further, that no estimate shall be required to be made when in the judgment of the Engineer the total value of the work done and materials incorporated into the work under this contract since the last preceding estimate amounts to less than One Thousand Dollars (\$1,000.00); and provided, also, that materials so delivered and estimated shall not be removed from the site of the work prior to its completion without the written consent of the Engineer.

The estimates shall be signed by the Engineer, and after approval by the City; the City shall pay or cause to be paid to the Contractor, in the manner provided by law, an amount equal to ninety-five per cent (95%) of the estimated value of the work performed and of the value of the materials furnished and delivered and unused, such materials to be those which are proposed and suitable for permanent incorporation in the work.

Items for which quantities are indicated lump sum shall be paid for at the unit price indicated in the bid proposal. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the specifications or requested by the Engineer, the Contractor shall submit to the Engineer within ten (10) calendar days after award of contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item. This schedule shall equal the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

- C. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. Pursuant to Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for any moneys withheld by public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California or bank or savings and loan certificate of deposit. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Any escrow agreement entered into pursuant to this section shall 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.

- D. FINAL ACCEPTANCE. The Engineer shall, as soon as practical after the final acceptance of the work done under this contract, make a final estimate of the amount of work done there under and the value thereof. Such final estimate shall be signed by the Engineer, and after approval the City shall pay or cause to be paid to the Contractor in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) calendar days after the filing of a "Notice of Completion" in the County Recorder's Office, Santa Cruz County, California.

## SECTION IX. INSURANCE

- A. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, by an insurer acceptable to the City, that shall protect Contractor and any subcontractor performing work covered by this contract from any claims for property damage which may arise because of the nature of the work or from operations under this contract, whether such operations are performed by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them, even though such damages may not be caused by the negligence of the Contractor or any subcontractor, or anyone employed by either of them. The public liability and property damage insurance shall name the City, its officers, agents and employees as insured's, and all insurance policies issued hereunder shall so state. The amounts of such insurance shall be as follows:
1. CONTRACTORS LIABILITY INSURANCE. Shall provide bodily injury liability limits of not less than \$1,000,000 for each person, and \$2,000,000 for each accident or occurrence, and property damage liability limits of not less than \$1,000,000 for each accident or occurrence with an aggregate limit of \$2,000,000 for claims which may arise from the operations of the Contractor in the performance of the work hereunder provided. This insurance must include coverage for contractual liability assumed by the Contractor under Paragraph F, Section VII, Responsibility for Work.
  2. AUTOMOBILE LIABILITY INSURANCE. Covering all vehicles used in the performance of the contract providing bodily injury liability limits of not less than \$500,000 for each person and \$1,000,000 for each accident or occurrence, and property damage liability limits of not less than \$500,000 for each accident or occurrence which may arise from the operations of the Contractor in performing the work provided for herein.

Before the execution of the contract, the successful bidder shall file with the City a certificate or certificates of insurance, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy evidenced by such certificate, before the expiration of thirty (30) calendar days after the City shall have received notifications by registered mail from the insurance carrier.

All policies shall name the City of Capitola as an insured under all terms of the policy.

- B. WORKER'S COMPENSATION INSURANCE. Before beginning the work, the Contractor shall furnish to the City satisfactory proof that Contractor has taken out for the period covered by the work under this contract, full compensation insurance for all persons employed directly by Contractor or through subcontractors in carrying out the work contemplated under this contract, in accordance with the "Worker's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this contract.

## **SECTION X. TECHNICAL PROVISIONS**

### **SECTION 10-1. GENERAL**

#### **10-1.01 CONTROL OF WORK**

Control of work shall conform to the provisions in Section 5, "Control of Work," of the Standard Specifications and these special provisions.

Access to parcels with frontage on streets affected by this project, for both vehicles and pedestrians, is critical to the businesses and residents. The Contractor shall maintain access to all parcels at all times when active construction is not occurring on the parcels' frontage. Every effort shall be made to maintain access to the greatest extent possible during the construction of this project.

The Contractor shall provide 24 hours advance written notice to the Engineer and the affected property or business owners and residents prior to driveway closures. Vehicular access shall be restored to every property at the end of every working day, as directed by the Engineer.

#### **10-1.02 RESPONSIBILITIES TO THE PUBLIC**

Attention is directed to Section 7, "Legal Relations and Responsibilities to the Public," of the Standard Specifications and these special provisions.

#### **10-1.03 PROGRESS AND SCHEDULE**

The Contractor shall submit a detailed construction schedule to the City Engineer for review and approval prior to the pre-construction meeting for the project. Construction schedules shall conform to the provisions in Section 8, "Prosecution and Progress," of the Standard Specifications. The construction schedule shall be consistent in all respects with the times and order of work requirements in Section 8.

#### **10-1.04 OBSTRUCTIONS**

Attention is directed to Section 5-1.36, "Property and Facility Preservation," and Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables either directly buried or in duct or conduit which do not have concentric neutral conductors or other effectively grounded metal shields or sheaths; and underground electrical conductors with potential to ground of more than 300 volts.

The Contractor shall notify the City Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Underground Service Alert  
Northern California (USA)

Telephone: 1-800-227-2600

Pursuant to Government Code Section 4216.e, the inquiry identification number from the regional notification center shall remain valid for not more than 14 calendar days from the date of issuance, and after that date shall require regional notification center revalidation. Inquiry identification number means

the number which is provided by a regional notification center to every person who contacts the center pursuant to Government Code Section 4216.2.

If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. If, in the opinion of the City Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being located by the owner or his representative, the City will compensate the Contractor for such delays to the extent provided in Section 8-1.07, "Delays," of the Standard Specifications.

Relocation of any utility facilities will be coordinated with the utility owners during the progress of the Contract. The Contractor shall notify the City Engineer in writing prior to doing any work in the vicinity of the facility.

#### **10-1.06 WATERING**

Watering shall conform to the provisions in Section 10-6, "Watering," and Section 13 "Water Pollution Control," of the Standard Specifications.

#### **10-1.07 LINES AND GRADES**

Contractor shall be responsible for setting all lines and grades necessary to establish the lines and grades required for the completion of the work specified in these specifications, on the plans, and in the special provisions.

#### **10-1.08 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the City Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

#### **10-1.09 SUBGRADE PREPARATION**

This work shall consist of performing all operations necessary to construct subgrade to the required grade and compaction as shown on the plans or specified herein, and shall conform to Section 19-1.03, "Grade Tolerance," of the Standard Specifications.

Relative compaction of subgrade shall be no less than 95 percent as determined by California Test Method No. 216; or as directed by the City Engineer.

Full compensation for subgrade preparation shall be considered as included in the various other construct items of work, and no separate payment will be made therefor.



## Section 10-2 SPECIFIC

### 10-2.01 MOBILIZATION

A. Description: This work shall conform to the requirements of 9-1.16, “Mobilization,” of the Standard Specifications and shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

B. Measurement and Payment: The contract lump sum price paid for “Mobilization”, shall include compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in mobilization, including demobilization work. The contract lump sum price paid for “Mobilization” shall not exceed 10% of the total base bid for the work.

### 10-2.02 SHRUB REMOVAL (CLEARING AND GRUBBING)

A. Description: The work performed in connection with “Clearing and Grubbing” shall conform to the provisions of Sections 15, “Existing Facilities,” and Section 17-2, “Clearing and Grubbing,” of the Standard Specifications and these special provisions.

This work shall consist of removing existing facilities and all objectionable material, from within the limits of the project as specified. The limits of clearing and grubbing shall be of sufficient area and depth to complete the work as shown on the plans or described in these special provisions, and will include excavation and grading as necessary to complete the work. Work shall also include removal and disposal of existing weeds, brush and other unsuitable material within and along the edge of pavement, and trimming of trees as needed for operation of equipment.

B. Measurement and Payment: Full compensation for “Shrub Removal” is included in the contract items of work involved and no additional compensation will be allowed therefor.

### 10-2.03 DEMOLITION (REMOVE EXISTING PCC)

A. Description: Any PCC structures designated on the plans to be removed shall be removed in accordance with the provisions in Section 15-1.03, “Removing Concrete,” of the Standard Specifications and these specifications. Attention is directed to Section 51-5.03, “Removal of Existing Facilities,” and Section 15, “Existing Facilities,” of these Technical Specifications.

Existing concrete curb and gutter including base material where shown on the plans to be removed, shall be completely removed and disposed of outside the project site.

In areas where adjacent concrete is to remain in place, the Contractor shall sawcut the concrete structure to a minimum depth of 2 inches at the scoremark or joint prior to removal of the concrete structure without causing any damage.

Where no joint or scoremark exists between concrete to be removed and concrete to remain in place, the concrete shall be sawcut in a neat line to the concrete full depth with a power driven saw before concrete is removed.

Paragraph 1 of Section 15-1.03, “Removing Concrete,” of the Standard Specifications is amended to read as follows:

Concrete facilities shall be removed to neatly sawed edges with power drive sawcuts made to existing joints where so indicated on the plans or directed by the City. Concrete sidewalk or driveway aprons to be removed shall be neatly sawed in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk as required. No section of sidewalk to be replaced shall be smaller than 30 inches in either length or width. If the saw cut in sidewalk or driveway aprons falls within 30 inches of a construction joint, expansion joint, or edge, the concrete shall be removed to that joint or edge. Where the sawcut falls within 12 inches of a score mark, the sawcut shall be made in and along the score mark. Curb and gutter shall be sawed to a depth of 2 inches on a neat line at right angles to the curb face. No section of curb and gutter to be replaced shall be smaller than 5 feet in length. If the sawcut in curb and gutter falls within 5 feet of a construction joint or expansion joint, the concrete shall be removed to that joint. Concrete removed shall be disposed of in accordance with local requirements.

B. **MEASUREMENT AND PAYMENT:** The contract price for this “Demolition” work shall be included in the unit cost for “Concrete Sidewalk”, “Concrete Curb & Gutter”, “Concrete Vertical Curb”, and “Concrete Approaches & Ramps” and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in removing and disposing of concrete and base material, including sawcutting and cleaning of concrete to remain, as shown on the plans, as specified in the Standard Specifications and these Technical Specifications, and as directed by the City, and no additional compensation shall be allowed.

#### **10-2.04 CONCRETE SIDEWALK**

A. **Description:** These items include all work necessary for the construction of new “Concrete Sidewalk”, “Concrete Curb & Gutter”, “Concrete Vertical Curb”, and “Concrete Approaches & Ramps” including aggregate base and concrete. All work shall be in accordance with Section 73, “Concrete Curbs and Sidewalks” of the State Standard Specifications and the City of Capitola Standard Details and Plans.

**Reviews** --Contractor shall specifically request the following reviews prior to progressing with work:

- (1) inspection of the base
- (2) inspection of the forms
- (3) approval of the completed Material Placement Permission form

B. **Materials:** Concrete for Curb and Gutter shall be in accordance with Section 90 “Concrete,” of the State Standard Specifications.

Concrete shall meet the 3000 psi compressive strength (or greater) standard in 28 days.

C. **Execution:** Curb and Gutter shall be installed in accordance with section 73, “Concrete Curbs and Sidewalks,” of the State Standard Specifications, the City of Capitola Standards and shall be constructed as shown on the plans.

The subgrade shall be compacted to 95% relative compaction prior to placing base.

The Class 2 aggregate base shall be placed and compacted to 95% relative compaction prior to placing concrete. The placement of base shall be in accordance with the requirements specified in the section description on Aggregate Base.

D. **Measurement and Pavement:** The contract square foot price paid for “Concrete Sidewalk” and “Concrete Approaches & Ramps” and the contract lineal foot price paid for “Concrete Curb & Gutter” and “Concrete Vertical Curb” including furnishing and placing of aggregate base shall include full compensation for furnishing all labor, materials, equipment, incidentals, and for doing all work as shown on the plans, specified in these Special Provisions and as directed by the City Engineer.

The contract square foot price paid for “Concrete Sidewalk” and “Concrete Approaches & Ramps” and the contract lineal foot price paid for “Concrete Curb & Gutter” and “Concrete Vertical Curb” including furnishing and placing of aggregate base under the new PCC shall include full compensation for furnishing all labor, materials, equipment, incidentals, and for doing all work as shown on the plans, specified in these Special Provisions and as directed by the City Engineer.

**10-2.05 CONCRETE CURB AND GUTTER**

See Section 10-2.04

**10-2.06 CONCRETE VERTICAL CURB**

See Section 10-2.04

**10-2.07 CONCRETE APPROACHES AND RAMPS**

See Section 10-2.04

**10-2.08 DRIVEWAY AC CONFORM**

Asphalt concrete shall be Type B (3/4 inch Maximum, Medium grade) and shall conform to the provisions of Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

Asphalt concrete shall be produced from commercial quality asphalt and aggregates. The spreading and compacting requirements of Sections 39 of the Standard Specifications shall apply.

The asphalt concrete shall conform to the following requirements:

1. Asphalt concrete shall be produced at a central mixing plant.
2. Aggregate shall conform to the grading specified in Section 39, "Asphalt Concrete," of the Standard Specifications.
3. Paving asphalt shall be viscosity grade PG 64-10 conforming to the provisions of the Standard Specifications.
4. Spreading and compacting shall be performed by methods that will produce an asphalt concrete surfacing of uniform smoothness, texture, and density.

A primer coat of liquid asphalt shall be applied to all permanent baserock grading planes designed to receive asphalt concrete surfacing. Paint binder (tack coat) shall be applied to all horizontal and vertical surfaces to receive asphalt concrete surfacing. Prime coat and paint binder shall be furnished and applied in accordance with Section 39 and 94 “Asphaltic Emulsions”.

All work and materials shall be in accordance with Contract Drawings, Sections 92 and 93 of the Standard Specifications, and the following provisions.

1. Paint binder shall be RS-1 type using penetration grade 100-200 liquid asphalt base applied at a rate of 0.10 gallons per square yard, unless otherwise directed by the City Engineer.
2. Before applying paint binder, all dirt, loose material, and vegetation such as grass, weeds, etc., shall be removed from the area to be surfaced. The area to which paint binder has been applied shall be closed to public traffic. Care should be taken to

avoid tracking binder material onto existing pavement surfaces beyond the limits of construction.

Payment for asphalt concrete Type B shall be limited to permanent placement quantities only. Payment for asphalt concrete Type B used for temporary road surfacing or temporary trench restoration shall be considered as included in the various items of work for which the temporary placement is required, and no separate payment will be made therefor.

The contract unit price paid per Ton of asphalt concrete Type B shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete paving complete in place as shown on the plans and as directed by the Engineer, including spreading, compacting, prime coat and sand cover, paint binder and no additional compensation will be allowed therefor.

#### **10-2.09 ADJUST VALVE, MONUMENT, CLEANOUT BOXES TO GRADE**

A. Description: Frames and covers and frames and grates of existing manholes, cleanouts, Soquel Water District water valves boxes, large utility boxes and monument boxes shall be adjusted to grade in accordance with the provisions in Section 15 of the Standard Specifications and these special provisions.

Adjustment of utilities shall be performed after paving. Adjustment of manholes and cleanouts shall be limited to the area to be paved or resurfaced during the working day in which such adjustment is performed. The top of the manhole cover or inlet grate shall be adequately protected from the asphalt concrete during paving operations by means of plywood covers or by other methods approved by the City Engineer. All excess paving material shall be removed prior to rolling. Concrete backfill used for utility adjustments shall not be used within 0.15 feet of finish grade.

B. Measurement and Payment: Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in adjusting manholes, cleanouts, monument boxes as specified in these special provisions, and as directed by the City Engineer shall be included in other items of work; no separate compensation will be made for adjustment of existing utilities to grade.

The contract unit price paid, per each, for "Adjust Valve Box, Monument Box, and Cleanout Box" and "Adjust Manhole and Large Utility Box" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in adjusting utility structures to grade as specified in these special provisions and as directed by the City Engineer.

#### **10-2.10 TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS**

A. Description: This work shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and the provisions under "Maintaining Traffic" elsewhere in the special provisions, and shall consist of installing traffic and pedestrian signing, delineators, fencing, barricades, temporary base rock or plywood walkways, temporary driveways and flaggers as necessary to maintain safe passage, and these special provisions, and as directed by the City Engineer. Construction area signs shall be installed prior to starting work.

Walkways shall be open to pedestrian traffic at all times. The Contractor shall provide and install temporary fencing, signing and ramping to provide safe pedestrian traffic through the project site and shall maintain safe access to all properties at all times.

Detours and all lights, signs, barricades, flag persons or other devices necessary to provide for safety and convenience shall be furnished, installed and maintained by the Contractor. Lighted or flashing barricades shall be used during hours of darkness.

No trench shall be permitted to remain open overnight or when construction activities are not in progress. Each trench shall be backfilled to the surface. The Contractor shall not open more trench than can be successfully completed and backfilled in one day. Where this requirement is impracticable, the Contractor shall request in writing permission from the City Engineer to extend the trench to its practical limit and to bridge the trench with steel plates. When necessary, trenches and other excavations shall be bridged with steel plates as required by the City Engineer. The bridging shall be placed to permit an unobstructed flow of traffic. Advanced warning signs shall be required when trenches and other excavation are bridged in the travel way.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to the public traffic.

The Contractor shall notify local public safety authorities prior to beginning work. The Contractor shall cooperate with local public safety authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal holidays are: January 1, the third Monday in February, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day, and December 25. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11 falls on a Saturday, the preceding Friday shall be a designated legal holiday.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

The Contractor shall submit a Traffic Control Plan at least 5 working days to the City Engineer for approval prior to commencing work. Said plan shall be revised, and approved by the City Engineer, prior to any subsequent changes in work activity that warrant, in the opinion of the City Engineer, changes in traffic control.

The roadway shall be open to emergency vehicles at all times. Contractor shall provide vehicular access to all residences and businesses at all times except when concrete, asphalt or grading work is actively in progress in the immediate area adjacent to driveway(s). Contractor shall provide vehicular access to all residences and businesses at all times during non-working hours. When work is not actively in progress the full width of the traveled way shall be open for public traffic.

The Contractor shall comply with all applicable State, County and City requirements for closure of streets. At least 48 hours in advance of closing any street, alley, or other public thoroughfare, the Contractor shall notify the Police and Fire Departments, and shall comply with their requirements.

The provisions of this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications.

Construction area signs shall conform to the provisions of Section 12-3.11, "Stationary-Mounted Signs," of the Standard Specifications. All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. Locations of all signs shall be approved by the City Engineer prior to their placement.

Temporary "No Parking" signs shall be attached to existing poles, street light standards or parkway trees. When necessary, Temporary "No Parking" signs shall conform to the provisions in Section 12-3.11, "Portable Signs," of the Standard Specifications. The signs shall be in place not less than 48 hours prior to starting work. Signs shall be posted at a maximum of 200 feet between signs.

Message signs, notifying the public of the period of construction, shall be installed prior to start of construction at each end of the street and at the leg of each intersection.

Flaggers shall not be used during the hours of darkness unless authorized by the City Engineer.

The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be completed within a workday with due regards to the rights of the public.

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If access to any property cannot be provided, then adequate nearby parking shall be provided and maintained until direct access can again be restored. If during the course of the work, it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the affected residents, in writing, at least forty-eight (48) hours in advance.

To minimize the disruption to public traffic, the Contractor shall:

1. Permit local traffic to pass through the work with the least possible inconvenience or delay.
2. Maintain existing driveways, commercial and residential, within the vicinity of the work area, keeping them open and in good, safe condition at all times.
3. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.
4. Keep existing traffic signal and roadway lighting systems in operation throughout the construction work.

To protect the right of abutting property owners, the Contractor shall:

1. Conduct the construction so that the least inconvenience as possible is caused to abutting property owners.
2. Maintain ready access to houses or businesses along the line of work.

3. Notify in writing abutting property owners at least ten (10) calendar days, and again in 48 hours, in advance of work which would affect their access.

The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect life, health, and safety of the public, and to protect property in connection with the performance of the work covered by the contract. The Contractor shall perform any measures or actions the City Engineer may deem necessary to protect the public and property.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, and when construction operations are not actively in progress.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the City Engineer public traffic will be better served and the work expedited. Such deviations shall not be implemented until the City Engineer has indicated his written approval. All other modifications will be made by contract change order.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications shall not apply to the item of traffic control system. Any adjustment in compensation for traffic control systems due to an increase or decrease in the amount of traffic control system required by changes ordered by the City Engineer will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made based on provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications for increased work.

Upon completion of the work, all signs shall be removed and legally disposed of outside the road right of way. Signposts and foundations shall also be removed and disposed of. Contractor shall repair the former sign locations with material to match surrounding to the satisfaction of the City. If the posts are located in sidewalk areas, remove and replace sidewalk at score joints with tie-ins as shown on the plans.

**B. Measurement and Payment:** The contract lump sum price paid for "Traffic Control " shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparing and revising the Traffic Control Plan, placing, removing, storing, maintaining, relocating, replacing and disposing of the components of the traffic control system, including supervision, as shown on the Traffic Control Plan, and for doing all the work involved in placing, maintaining, removing, and restoring foundation area of Construction Area Signs, special signs, Project Signs and barricades as shown on the Plans, and the Traffic Control Plan, including compliance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications.

Full compensation for flagging costs is included in the contract lump sum price paid for "Traffic Control and Construction Area Signs", and no additional compensation will be allowed therefor.

#### **10-2.11 TEMPORARY WATER POLLUTION CONTROL AND EROSION CONTROL**

This work shall conform to the provisions in Section 13, "Water Pollution Control", Section 21, "Erosion Control," of the Standard Specifications and these special provisions, and shall consist of the preparation for developing and implementing a water pollution control program and installing temporary best management practices (BMPs).

The Contractor shall comply with the requirements of the Caltrans Encroachment Permits. See the Appendix for the City's Permit.

The Contractor shall submit a Water Quality Control Plan that identifies the specific facilities and slopes to be protected, BMP's to be implemented, and meets all NPDES requirements in conformance with the Section 13-2, "Water Pollution Control Program", of the Standard Specifications.

The Contractor shall comply with all appropriate Best Management Practices and applicable design recommendations of the Engineer and Regional Water Quality Control Board (RWQCB) for preventing and removing pollutants, specifying erosion control measures, including sedimentation basins, infiltration basins, and re-vegetation of graded slopes.

Construction water quality control measures shall include the following:

1. Existing vegetation shall be retained where possible,
2. Grading activities will be limited to the immediate area required for construction,
3. Erosion control measures such as silt fences, staked straw bales, and temporary re-vegetation shall be employed for disturbed areas to prevent soil, dirt and debris from entering the storm drain system;
4. No disturbed surfaces shall be left without erosion control measures in place during the winter and spring months; Sediment shall be retained onsite by a system of sediment basins, traps, or other appropriate measures;
5. Measures shall be taken to ensure proper collection and disposal of all pollutants handled or produced on the site during construction, including sanitary wastes, cement, and petroleum products;
6. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

*Maintenance:*

1. Repair of BMP deficiencies caused by soil erosion or construction must begin within 72 hours of identification and completed as soon as possible.
2. Water pollution control materials such as, but not limited to silt fence and fiber rolls, shall be stockpiled on the site in sufficient quantities to stabilize any BMP deficiencies within 24 hours prior to a forecasted rain event. The Contractor shall replenish stockpiled materials as required to quickly install measures prior to forecasted rain event.
3. The Contractor shall have adequate labor on hand to install and maintain water pollution control measures within 24 hours following notification by the Engineer or before the forecasted rain, whichever is sooner.

*Good Housekeeping:*

1. Construction operations shall be carried out in such a manner that erosion and water pollution will be minimized, including the implementation of "good housekeeping" source control measures. Contractor shall comply with WPCP, state and local laws concerning pollution abatement.
2. Extreme care shall be taken when hauling any earth, sand, gravel, stone, debris, or any other substance over any public street. Occurrences of material blown, spilled, or tracked over and upon said public or adjacent private property are prohibited and shall be immediately remedied. Discharge of debris is prohibited.
3. All paved areas shall be kept clear of earth material and debris. The site shall be maintained so as to prevent sediment-laden runoff to any storm drainage system, including existing drainage swales and watercourse.



4. Contractor shall install and maintain construction entrances prior to commencement of grading. All construction vehicle traffic entering onto the paved roads must cross stabilized construction entrance ways as specified in the CASQA BMP Handbook Portal. Tracking of mud or debris onto public streets, or onto adjacent public or private property, is prohibited and shall be removed immediately as required by the Engineer.
5. Staging and work areas shall be kept orderly with neat stockpiling of construction materials. Measures shall be installed at the entrance and exits of staging and work areas to control mud from entering the roadway pavement.
6. No earthen materials shall be stockpiled within 25 feet of drainage inlets. All stockpiles of earthen materials shall have appropriate erosion control measures installed to abate and control erosion, as well as perimeter sediment controls.
7. Sanitary facilities shall be maintained on the site in a manner to prevent inadvertent discharge or leakage of sanitary wastes into the storm drain system either by placing sanitary facilities in locations that do not drain to the storm drain system and by providing secondary containment systems to capture leaked wastes.
8. Contractor shall provide dust control as required by the appropriate federal, state, and the City of Capitola requirements.

#### *Erosion and Sediment Control Measures*

##### *Grading and Earthwork:*

1. Protect areas which have been cleared and grubbed prior to excavation or embankment operations, and which are subject to runoff.
2. If the earthwork in any area has not progressed to a point where all or part of the facilities on the WPCP for that area can be constructed, the Contractor shall construct such supplementary temporary erosion control facilities as are necessary to protect adjacent private and public property at all time.
3. Water pollution control measures shall be constructed and functioning to prevent water pollution from areas where portions of the contract have been completed and no further earthwork is planned.

##### *Inlet Protection:*

1. The Contractor shall conduct his operations in such a manner that storm runoff will be contained within the project or channeled into the storm drain system which serves the runoff area. Storm runoff from one area shall not be allowed to divert to another runoff area.
2. Active drainage inlets where runoff is likely to go shall have drainage inlet protection installed around the immediate perimeter of the inlet. The perimeter of each individual work area shall have measures installed to control sediments that would otherwise leave the work area and enter the drainage system. Regular cleaning of gravel bag inlet protection so that sediment depth never exceeds a maximum of 3 inches.
3. If there is no active drainage system within each individual work area, the Contractor shall submit a WPCP proposing measures to de-silt and remove runoff from active construction

areas. This may include the use of sediment basins, sediment traps and a pumping system to remove de-silted runoff from basins or traps.

4. Construction shall conform to the provisions of Section 13, "Water Pollution Control", and Section 21, "Erosion Control", of the Standard Specifications and to these special provisions.

#### *Temporary Drainage Inlet Protection*

1. Temporary drainage inlet protection shall be installed, maintained and later removed as shown on the Plans, as specified in these technical specifications, and as directed by the Engineer. Temporary drainage inlet protection shall be installed at each drainage system box location where runoff will enter the storm water system.
2. The Contractor shall use temporary drainage inlet protection as one of the various measures to prevent water pollution.

#### *Temporary Gravel Filled Bag Dikes:*

1. Temporary gravel filled bag dikes consisting of gravel bags placed in multiple layers shall be installed as shown on the plans.
2. Gravel filled bag dikes installed as part of temporary drainage inlet protection shall be maintained to provide for adequate sediment holding capacity. Sediment deposits shall be removed when the deposit reaches one-half of the temporary dike height. Removed sediment shall be deposited within the project in such a way that it is not subject to erosion by wind or water, or as directed by the Engineer.

#### *Stockpiles*

1. Stockpiled material shall be located within the limits of construction delineated on the erosion control plan. Soils from the stockpile shall be self-contained and remain completely separate at all times. Contractor shall install weighted fiber rolls around the perimeter of the stockpile. The stockpile shall be covered with MIRAFI 140N or approved tarp material that is securely weighted around the entire perimeter with gravel bags.
2. All stockpiled materials shall be removed from the site prior to final inspection.

#### *Street Sweeping*

1. Maintain continuous street sweeping operation during all earth hauling operations. Dry brooming is not permitted. Street sweeping shall be conducted where sediment is tracked from the job site onto paved roads in accordance with the CASQA BMP Handbook and as directed by the Engineer.
2. Street sweeping shall start at the beginning of clearing and grubbing and shall continue until completion of the project, or as directed by the Engineer. Street sweeping shall be performed immediately after soil disturbing activities occur or offsite tracking of material is observed, at a minimum frequency of daily.
3. Street sweeping shall be performed so that dust is minimized. If dust generation occurs during sweeping or sediment pickup is ineffective as determined by the Engineer, the use of additional best management practices will be required.

4. At the option of the Contractor, collected material may be temporarily stockpiled in accordance with the approved WPCP. Collected material shall be disposed of at least once per week.

Measurement and Payment- Full compensation for conforming to the provisions of this article shall be considered as included in the various contract items, and no additional allowance will be made therefore.

#### **10-2.12 ROADSIDE SIGNS**

A. Description: Roadside signs shall be furnished and installed in accordance with the City Standard Detail S-15 and Section 82-1 “Signs and Markers” of the Standard Specifications, these special provisions, as shown on the plans, and as directed by the City Engineer.

The Contractor shall furnish all materials, including sign panels and foundations, required to install roadside signs.

Roadside signs shall be installed with new metal posts, unless otherwise shown on the plans.

All roadside signs shall be mounted such that the clearance between the low edge of the sign panel and the adjacent finished grade is 7-0” minimum.

B. Measurement and Payment: The contract unit price paid for “Roadside Sign” shall include full compensation for furnishing all labor, materials, equipment, tools and incidentals and for doing all the work involved in furnishing and installing roadside signs, complete in place, including installing new posts, as shown on the plans, as specified in these special provisions, and as directed by the City Engineer.

#### **10-2.13 REMOVE, REPLACE STREET AC CONFORM**

Removal and reconstruction of AC pavement only if necessary and agreed upon by the City Engineer/Inspector. See Section 10-2.08.

The contract unit price paid per lineal foot for asphalt concrete Type B shall include full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in constructing asphalt concrete paving complete in place as shown on the plans and as directed by the Engineer, including spreading, compacting, prime coat and sand cover, and no additional compensation will be allowed therefor.