

CITY OF CAPITOLA

PROJECT SPECIFICATIONS

FOR

McGregor Park Project

For use in conjunction with the State of California, Department of Transportation, Standard Specifications, dated July, 2002, and Standard Plans dated July, 2002.

BIDS OPEN: 11:00 A.M. Wednesday, July 16, 2014



CITY OF CAPITOLA
420 CAPITOLA AVENUE
CAPITOLA, CA 95010
(831) 475-7300 – Phone
(831) 479-8879 – Fax
www.cityofcapitola.org

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CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA

NOTICE INVITING SEALED BIDS

McGregor Park Project

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Director of Public Works of the City of Capitola, California, on or before Wednesday, July 16, 2014 at the hour of 11:00 a.m. in his 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: Park development at 1650 McGregor Drive, City of Capitola, CA. Project includes grading, fencing, irrigation and landscaping, constructing a 30 space parking lot, and minor park amenities such as drinking fountains and benches. The development of the park uses are not included in this project.

The estimated cost of construction is \$135,000

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. 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.

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, by calling (831) 475-7300, or on the City's website at www.cityofcapitola.org

The sealed bids must be addressed to the City of Capitola and must be submitted in a single sealed envelope endorsed: **"McGregor Park Project"**

If the successful bidder fails, neglects, or refuses for ten (10) calendar days after the 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 guaranty, unless permitted to do so by the Director of Public Works.

The Contractor shall possess a current Class A License at the time of award of the contract.

The City Council reserves the right to reject any or all bids, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid and is for the best interest of the City shall be final. The City Council shall have fifteen (15) calendar days from and after the opening of the bids within which to make its determination.

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 forty five (45) working days.

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: In accordance with the provisions of the California Labor Code, the City Council hereby determines that the general prevailing per diem rate of wages 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 the 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. 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.

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.

Dated: _____

Steven E. Jesberg
Public Works Director

DO NOT REMOVE FROM SPECIFICATION PACKET

CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA
BID PROPOSAL FOR

McGregor Park Project

The undersigned, as bidder, declares that all the contract documents herein contained have been thoroughly examined, that this bid proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

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 herein contained 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 Director of Public Works; to pay all charges of freight transportation and hauling and all applicable taxes; to indemnify the City against any loss or damage arising from any act of the undersigned as Contractors; and that Bidder will take in full payment therefore an amount computed by the Director of Public Works and based upon the unit prices as set forth in this bid proposal.

It is understood that the quantities set forth herein are approximate only and are for the purpose of comparing bids.

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: _____

Item No.	Item Description	Units	Unit Price	Quantity	Total
Base Bid Items					
1.	Mobilization	Lump Sum	\$ _____	1	\$ _____
2.	Clearing and Grubbing	Lump Sum	\$ _____	1	\$ _____
3.	Tree Removals	Lump Sum	\$ _____	1	\$ _____
4.	Grading	Lump Sum	\$ _____	1	\$ _____
5.	Hot Mix Asphalt (Type A) ADA spaces & AC Dyke only	Tons	\$ _____	8	\$ _____
6.	Aggregate Base	Tons	\$ _____	650	\$ _____
7.	Decomposed Granite	Tons	\$ _____	40	\$ _____
8.	Concrete Wheel Stops	Each	\$ _____	30	\$ _____
9.	Percolation Basins Drinking Fountains	C.Y.	\$ _____	6	\$ _____
10.	Split Rail Fence	L.F.	\$ _____	840	\$ _____
11.	Wood and Wire Fence	L.F.	\$ _____	645	\$ _____
12.	Relocation of Parking Lot Gate	Lump Sum	\$ _____	1	\$ _____
13.	Removable Bollards	Each	\$ _____	2	\$ _____
14.	LED Solar light	Each	\$ _____	5	\$ _____
15.	Benches	Each	\$ _____	2	\$ _____
16.	Dog Clean-up Station	Each	\$ _____	2	\$ _____
17.	Trash Receptacle	Each	\$ _____	3	\$ _____
18.	Recycling Receptable	Each	\$ _____	3	\$ _____
19.	Bike Rack	Each	\$ _____	3	\$ _____
20.	Drinking Fountain	Each	\$ _____	2	\$ _____
21.	Game Table	Each	\$ _____	1	\$ _____
22.	Landscaping and Irrigation	Lump Sum	\$ _____	1	\$ _____
23.	Parking Stall Designations	Lump Sum	\$ _____	1	\$ _____
TOTAL BID BASE ITEMS					\$ _____
Bid Items Option A (Skatepark)					
	Hot Mix Asphalt	Tons	\$ _____	72	\$ _____
	Chain Link Fence	L.F.	\$ _____	440	\$ _____
	Percolation Basin	C.Y.	\$ _____	64	\$ _____
TOTAL OPTION A ITEMS					\$ _____
TOTAL ALL BID ITEMS (Base + Option A)					\$ _____

The City will award the contract to the lowest responsible bidder complying with the instructions in the Notice Inviting Sealed Bids. At the City's option, the lowest bidder will be determined on the basis of either the total of the Base Bid items alone or the total of All Bid Items (Base + Option A). 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.

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 forty five (45) calendar days after receipt of the Notice to Proceed.

The undersigned further agrees that if this bid proposal is accepted, to sign the agreement and to furnish the required bonds with satisfactory surety or sureties within ten (10) calendar days after 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 guaranty shall be forfeited to and become the property of the City. Otherwise, the bid guaranty accompanying this bid shall be returned to the undersigned.

Dated this _____ day of _____, 20_____.

Signature of Bidder

Bidder's Address

Printed Name of Bidder

City, State, Zip Code

Bidder's Telephone No.

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:

Tax ID No. or Social Security No _____

Contractor's License No. _____ Classification(s) _____
Expiration date: _____

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.

LIST OF PROPOSED SUBCONTRACTORS

List the name and address of each subcontractor who will perform work or labor or render service to the Contractor on the project in an amount in excess of one half of one percent (1/2%) of the total bid, or, if it exceeds \$10,000.00, whichever is greater, and the portion of the work to be done by each subcontractor.

Work to be Performed	% of Total Contract	License Number	Subcontractor's Name Address & Telephone
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 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.

(Signature of Bidder)

(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 Wednesday, July 16, 2014 for:

McGregor Park 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

_____ TELEPHONE NUMBER

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

CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA

AGREEMENT
McGregor Park Project

THIS AGREEMENT, made this ____ day of _____, 2014, 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 contract, 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 contract, 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 means of construction; shall furnish all materials, superintendence and overhead expenses of whatever nature necessary to construct all of the 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:

Except as provided in Section IV B of the Specifications ("Changes and Extra Work"), the City shall pay the Contractor according to the unit prices stated in the bid submitted by the Contractor or the total amount of the contract, whichever is less, which shall include all applicable taxes, for complete performance of the work.

The Contractor hereby agrees to accept such payment as full compensation for all materials and appliances necessary to complete the work; for all loss 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; incurred in and in consequence of the suspension or discontinuance of the work; as hereby specified; 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 forty five (45) calendar days from the date of the Notice to Proceed; all according to the contract plans and specifications, the details and instructions, and the requirements of the City Council.

ARTICLE III. PARTS OF THE CONTRACT:

That the complete contract document consists 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 |
| 7. Bidder's Bond or Bid Guaranty | 8. Specifications |
| 9. Agreement | 10. Insurance Certificates |

In case of any conflict between this Agreement and any other part of the contract, this Agreement shall be binding.

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:

License No. _____

Tax ID or SSN _____

By:

By:

Benjamin Goldstein
City Manager

Title: _____

Date: _____

Date: _____

Awarded by the City Council on

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:

General work description: McGregor Park Project which includes park development at 1650 McGregor Drive, City of Capitola, CA. Project includes grading, fencing, irrigation and landscaping, constructing a 30 space parking lot, and minor park amenities such as drinking fountains and benches. The development of the park uses are not included in this project.

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 McGregor Park 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 (title)

By: _____

Address: _____

Telephone No.: _____

SEAL:

Witness to Principal

Surety

By: _____

Address: _____

Telephone No.: _____

ATTEST:

Surety/Secretary

Attorney-in-fact:

By: _____

Address: _____

Telephone No.: _____

SEAL:

Witness 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 McGregor Park
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_____.

ATTEST:

Principal/Secretary

Principal (title)

By: _____

Address: _____

Telephone No.: _____

SEAL:

Witness to Principal

Surety

By: _____

Address: _____

Telephone No.: _____

ATTEST:

Surety/Secretary

Attorney-in-fact:

By: _____

Address: _____

Telephone No.: _____

SEAL:

Witness 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

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 May 2006 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 corporation 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 May 2006 as amended, also referred to as the State Specifications.
- R. STANDARD PLANS. The State of California, Department of Transportation, Standard Plans, dated May 2006 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.
- D. EXECUTION OF CONTRACT. The contract shall be signed by the successful bidder and returned, together with the contract bonds and insurance certificates, within ten (10) calendar days after the award of the contract. If bidder fails to do so, the City Council without further proceedings may declare the bid guarantee forfeited.
- 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 8-1.03, "Beginning of Work," Section 8-1.06, "Time of Completion," and Section 8-1.07, "Liquidated Damages," of the State Specifications and these special provisions.

The counting of working days shall commence upon on upon the date stated in the "Notice to Proceed." The Contractor shall begin work within fifteen (15) working days after receiving the Notice to Proceed and shall diligently prosecute the same to completion before the expiration of forty-five (45) working days from the date of the Notice to Proceed.

The Contractor shall pay to the City of Capitola the sum of \$500.00 (Five Hundred Dollars and Zero Cents) per day for each and every working days delay in finishing the work in excess of the number of working days prescribed herein.

SECTION IV. SCOPE OF WORK

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

Park development at 1650 McGregor Drive, City of Capitola, CA. Project includes grading, fencing, irrigation and landscaping, constructing a 30 space parking lot, and minor park amenities such as drinking fountains and benches. The development of the park uses is not included in this project

- B. CHANGES AND EXTRA WORK. Changes and extra work, if found necessary, shall be done in accordance with the provisions of Section 4, "Scope of 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. 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 them 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. 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.

- 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 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 Superintendent or Foreman who may have charge of the particular work in question.
- 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 shall be responsible to the other for all damage to work, to persons or property, or for loss caused by failure to finish the work within the time specified for completion.
- D. 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.
- E. 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.
- F. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK. 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.
- G. 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.
- H. 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. SUBMITTALS. 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 of 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.

- D. TRADE NAMES, ALTERNATIVES, OR EQUALS. Attention is directed to Section 6-1.05, "Trade Names and Alternatives," of the Standard Specifications.
- E. 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 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. 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.
- C. 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.
- D. SANITARY PROVISIONS. The Contractor shall comply with all of the sanitary regulations prescribed by the California Department of Health Services.
- E. PUBLIC CONVENIENCE AND SAFETY. 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.
- F. RESPONSIBILITY FOR WORK. Excepting 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.
- G. 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.
- H. 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 Article 3, Chapter 1, Part 7, Division 2 of the Labor Code.
- I. 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 Section 1773, 1773.2, 1773.4 and 1775 of the Labor Code 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.

- J. COMPLIANCE WITH DIVISION OF APPRENTICESHIP STANDARDS. The Contractor to whom the contract is awarded shall, in compliance with Section 1777.5 of the Labor Code of the State of California, 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 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.
- K. 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.
- L. POSTING MINIMUM WAGE RATES. 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.
- M. 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.
- N. 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.
- O. 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.

P. 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.

Q. 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, martial 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 of Capitola 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.
- R. WATER POLLUTION. Attention is directed to Section 7-1.01G, "Water Pollution," of the Standard Specifications and Section 10-2.02, "Water Pollution Control Facilities" elsewhere in the special provisions.
- S. 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, Progress and 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 specifications. 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 Contractor 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 per cent (90%) 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 fifteen (15) 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 Records 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 ORDER OF WORK--Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

10-1.02 COOPERATION--Attention is directed to Section 7-1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

10-1.03 PROGRESS SCHEDULE--The Contractor shall submit a detailed construction schedule to the Engineer for review and approval prior to the pre-construction meeting for the project. Construction schedules shall conform to the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

The construction schedule shall be consistent in all respects with the times and order of work requirements in Section 10-1.01, "Order of Work," elsewhere in the special provisions.

10-1.04 OBSTRUCTIONS--Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway 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 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: 811 or (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 its representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. If, in the opinion of the Engineer, the Contractor's operations are delayed or interfered with by reason of the utility facilities not being located by the owner or its representative, the City will compensate the Contractor for such delays to the extent provided in Section 8-1.09, "Right-of-Way Delays," of the Standard Specifications, and not otherwise, except as provided in Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

Utility facilities will be relocated by the utility owners during the progress of the Contract. The Contractor shall notify the Engineer in writing prior to doing any work in the vicinity of the facility. The

utility facility will be relocated within the listed working days, as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications, after said notification is received by the Engineer.

10-1.05 MAINTAINING TRAFFIC--Attention is directed to Sections 7-1.08, "Public Convenience," 1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Traffic Control and Construction Area Signs" elsewhere in the special provisions, and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from responsibility as provided in said Section 7-1.09.

Vehicular and pedestrian access to private property shall be maintained at all times unless the closing of such access is approved by the Engineer. The Contractor shall request in writing permission from the Engineer in advance of making such closing.

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.

Existing traffic signs shall be protected in place by the Contractor during the construction period.

The Contractor shall place, remove, store, maintain, relocate, replace, and dispose construction area traffic control devices and traffic control and construction area signs.

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 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 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 of this intent to begin work at least 5 working days before work is begun. The Contractor shall cooperate with local public safety authorities relative to handling traffic through the area and shall make its 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.

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 Engineer public traffic will be better served and the work expedited. Such deviations shall not be implemented until the Engineer has issued written approval. All other modifications will be made by Contract Change Order.

10-1.06 EXISTING HIGHWAY FACILITIES--Existing facilities which are to remain in place shall be protected in conformance with the provisions in Sections 7-1.11, "Preservation of Property," 7-1.12, "Indemnification and Insurance," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard and these special provisions.

10-1.07 WATERING--Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications.

10-1.08 LINES AND GRADES--Lines and grades shall conform to the provisions in Section 5-1.07, "Lines and Grades," of the Standard Specifications and these special provisions except that the 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.

10-1.09 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 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 8-1.09, "Right of Way Delays," of the Standard Specifications.

10-1.10 STORMWATER POLLUTION PREVENTION AND PROTECTION – The contractor shall adhere to the City of Capitola Stormwater Pollution Prevention and Protection Specifications (included as Appendix A) during all phases of construction.

The cost of complying with these specifications shall be included in various elements of the bid and no additional payment will be allowed.

The City has filed a Waiver notice with the State Water Resources Control Board exempting this project from the requirements of the Statewide Construction General Permit. This waiver is good through September 1, 2014. The waiver may be extended through October 1, 2014 but beyond this date, the contractor shall be responsible for the creation, filing, and paying the fees for the development and implementation of a SWPPP consistent with the requirements of the Statewide General Construction Permit.

The cost of complying with the Statewide General Construction Permit shall be included in various elements of the bid and no additional payment will be allowed.

SECTION 10-2. SPECIALS

10-2.01 MOBILIZATION--This work shall conform to the provisions in Section 11, "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.

Measurement and Payment--Full compensation for any necessary mobilization required and project start-up shall be considered as included in the lump sum price paid for mobilization and shall include all labor, materials, tools, equipment and incidentals necessary to all the work required and no additional compensation will be allowed therefor.

10-2.02 Clearing and Grubbing This work shall conform to the provisions in Section 16, "Clearing and Grubbing" of the Standard Specifications and shall consist of removing all objectionable material from within the project site and include the placement of tree protection fencing. All clearing and grubbing shall be completed prior to any grading work.

Measurement and Payment--Full compensation for all clearing and grubbing required shall be considered as included in the lump sum price paid for clearing and grubbing and shall include all labor, materials, tools, equipment and incidentals necessary to all the work required and no additional compensation will be allowed therefore.

10-2.03 Tree Removal Tree Removal shall be done only for those trees noted on the plans. All tree removal shall be done prior to any grading work and done in a method consistent with industry standards. Tree removal shall include removal of the tree and grinding of the trunk and root systems down to a depth of one (1) foot below grade.

Measurement and Payment--Full compensation for tree removal shall be considered as included in the lump sum price paid for tree removal and stump grinding and shall include all labor, materials, tools, equipment and incidentals necessary to complete all the work required and no additional compensation will be allowed therefore.

10-2.04 Grading This work shall conform to the provisions in Section 19 "Earthworks," of the Standard Specifications, and shall consist of preparatory work and operations necessary to establish the grades and excavations delineated on the plans and as directed by the Engineer.

Measurement and Payment--Full compensation for grading shall be considered as included in the lump sum price paid for grading and shall include all labor, materials, tools, equipment and incidentals necessary to complete all the work required and no additional compensation will be allowed therefore.

10-2.05 HOT MIX ASPHALT (TYPE A)—All asphalt work performed shall conform to the provisions in Section 39, "Asphalt Concrete" of the Standard Specifications and shall consist of constructing hot mix asphalt, preparing surfaces, and in conformance with designs and details shown on the plans and these special provisions. It shall include all asphalt for the parking lot curbs.

Type of hot mix asphalt shall be 1/2-inch HMA Type A. Pavement asphalt binder grade for hot mix asphalt shall be PG 64-10 conforming to Section 92, "Asphalts," of the Standard Specifications. The hot mix asphalt construction process shall be Standard, and shall conform to Section 39-1, "Standard," of the Standard Specifications.

Longitudinal joints shall be constructed in conformance to State Standard Plan P70, "Asphalt Concrete Paving (Longitudinal Tapered Notched Wedge Joint)."

Surfaces to receive hot mix asphalt shall be prepared conforming to Section 39-1.09, "Subgrade, Tack Coat, and Geosynthetic Pavement Interlayer," of the Standard Specifications. Tack coat for surfaces receiving hot mix asphalt overlay shall conform to Section 10-2.10, "Tack Coat (Asphalt Binder)," elsewhere in the special provisions.

Measurement and Payment--The quantity for "Hot Mix Asphalt Overlay (Type A)" will be measured on a per ton basis. The contract price paid per ton for "Hot Mix Asphalt Overlay (Type A)" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing hot mix asphalt overlay, preparing surfaces, complete in place, as shown on the plans and these special provisions.

Full compensation for the Quality Control Plan and prepaving conference shall be considered as included in the contract price paid per ton for "Hot Mix Asphalt Overlay (Type A)," and no additional compensation will be allowed therefor.

Full compensation for performing and submitting mix designs and for Contractor sampling, testing, inspection, testing facilities, and preparation and submittal of results shall be considered as included in the contract price paid per ton for "Hot Mix Asphalt Overlay (Type A)," and no additional compensation will be allowed therefore.

Full compensation for pavement asphalt binder shall be considered as included in the contract price paid per ton for "Hot Mix Asphalt Overlay (Type A)," and no additional compensation will be allowed therefor.

Tack coat material for surfaces receiving hot mix asphalt will be paid for under Section 10-2.10, "Tack Coat (Asphalt Binder)," elsewhere in the special provisions and shall not be included in the contract price paid per ton for "Hot Mix Asphalt Overlay (Type A)."

10-2.06 Aggregate Base The work performed in connection with "Aggregate Base" shall conform to the provisions in Section 26, "Aggregate Bases"; of the Standard Specifications and shall consist of construction of aggregate base in conformance with the geotechnical investigation, plans and these special provisions.

Measurement and Payment--The quantity for "Aggregate Base" will be measured on per ton basis. The contract unit price paid for "Aggregate Base" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in construction of aggregate bases in conformance with the plans and these special provisions.

10-2.07 Decomposed Granite The work performed in connection with "Decomposed Granite" shall conform to ASTM C 136, ASTM D2419, and to the pertinent provisions of the Standard Specifications and shall consist of installation of decomposed granite in conformance with the plans and these special provisions.

Measurement and Payment--The quantity for "Decomposed Granite" will be measured on a per ton basis. The contract unit price paid for "Decomposed Granite" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the installation of decomposed granite in conformance with the plans and these special provisions.

10-2.08 Concrete Wheel Stops The work performed in connection with "Concrete Wheel Stops" shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks" of the Standard Specifications and shall consist of installation of concrete wheel stops in conformance with the plans and these special provisions.

Measurement and Payment--The quantity for "Concrete Wheel Stops" will be measured on a per unit basis. The contract unit price paid for "Concrete Wheel Stops" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in construction of concrete curb and gutter in conformance with the plans and these special provisions.

10-2.09 Percolation Basins All percolation basins and pits shall be constructed at the locations and per the details shown on the plans. No compaction of the sub-grade in the area of the percolation basins is permitted. The area of the percolation basins shall be demarcated prior to any compaction or grading work in order to minimize compaction of the sub-grade material in these areas.

Measurement and Payment--The quantity for "Percolation Basins" will be measured on a per cubic yard basis on drain rock. The contract unit price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in conformance with the plans and these special provisions.

10-2.10 Split Rail Fence The split rail fencing shall comply with the location and details shown on the plans. The work shall include all fencing and gates related to the fencing as shown on the plans. The contractor shall layout the fence location for approval by the Engineer prior to construction.

Measurement and Payment--The quantity for "Split Rail Fence" will be measured on a per lineal foot basis. This quantity shall include the length of the fence, including all gates in the fence. The contract lineal foot price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in conformance with the plans and these special provisions.

10-2.11 Wood and Wire Fence The wood wire fencing shall comply with the location and details shown on the plans. The work shall include all fencing and gates related to the fencing as shown on the plans. The contractor shall layout the fence location for approval by the Engineer prior to construction.

Measurement and Payment--The quantity for "Wood Wire Fence" will be measured on a per lineal foot basis. This quantity shall include the length of the fence, including all gates in the fence. The contract lineal foot price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in conformance with the plans and these special provisions.

10-2.12 Chain Link Fence The chain link fencing shall comply with the location and details shown on the plans. The work shall include all fencing and gates related to the fencing as shown on the plans. The contractor shall layout the fence location for approval by the Engineer prior to construction.

Measurement and Payment--The quantity for "Chain Link Fence" will be measured on a per lineal foot basis. This quantity shall include the length of the fence, including all gates in the fence. The contract lineal foot price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in conformance with the plans and these special provisions.

10-2.13 Relocation of Parking Lot Gate The existing parking lot gate at western driveway shall be relocated to the newly constructed parking lot as shown on the plan. The contractor shall be responsible for protection of the gate and relocating it. When relocated, the gate shall be able to swing freely and be locked in both the open and closed positions. At the contractor's option, a new equivalent gate may be constructed in lieu of relocating the existing gate.

Measurement and Payment--The quantity for "Relocation of Parking Lot Gate" will be paid on lump sum basis. The contract lump sum price paid shall include full compensation for furnishing all labor,

materials, tools, equipment and incidentals, and for doing all the work involved in conformance with the plans and these special provisions, including construction of a new gate if so chosen by the contractor.

10-2.14 Removable Bollards The removable bollards shall comply with the location and details shown on the plans. The contractor shall layout the bollard location for approval by the Engineer prior to construction.

Measurement and Payment--The quantity for "Removable Bollards" will be measured on a unit price basis. The per unit price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in conformance with the plans and these special provisions.

10-2.15 Park Amenities Park amenities include the delivery and installation of all park amenities including but not limited to LED solar lights, benches, dog cleanup stations, trash receptacles, recycling receptacles, bike racks, drinking fountains, and game tables as shown and specified on the plans. All manufactures names listed on the plans are for reference, and equal or superior products may be substituted upon approval of the Engineer.

Measurement and Payment--The quantity for "Park Amenities" will be measured on a unit price for various elements detailed in the bid document. The contract unit price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in conformance with the plans and these special provisions.

10-2.16 Landscaping and Irrigation The work performed in connection with "Landscaping and Irrigation" shall conform to the provisions in Section 20, "Erosion Control and Highway Planting," of the Standard Specifications and as specified in the plans, particularly the Landscape Drawings, and shall consist of furnishing and installation of the landscaping in conformance with the plans and these special provisions.

Measurement and Payment--The quantity for "Landscaping and irrigation" will be measured on a lump sum basis. The contract lump sum price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in landscaping and irrigation installation and maintenance in conformance with the plans and these special provisions.

10-2.17 Parking Stall Designations – Painting of the parking stalls shall conform to Section 84 "Traffic Stripes and Pavement Markings" of the standard specifications and shall consist of delineating the parking stalls as shown on the plans and placing handicap signage.

Measurement and Payment--The quantity for "parking stall designations" will be measured on a lump sum basis. The contract lump sum price paid shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in painting and otherwise designating the parking stalls in conformance with the plans and these special provisions.

APPENDIX A

STORMWATER POLLUTION PREVENTION AND PROTECTION

Stormwater Pollution Prevention and Protection for Construction Projects

In the City of Capitola, water in streets, gutters, and storm drains flows directly to local creeks and Monterey Bay without any treatment. When debris, paint, concrete and other harmful pollutants from construction sites and home construction projects get spilled, leaked or washed into the street or storm drain they can damage sensitive creek habitats and end up polluting our bay and ocean.

In order to reduce the amount of pollutants reaching local storm drains and waterways, the City has developed "Best Management Practices" (BMPs) for construction work. All types of construction projects are required to abide by the following mandatory BMPs. These BMPs apply to both new and remodeled residential, commercial, retail, and industrial projects.

In addition to the following mandatory BMPs, the Central Coast Regional Water Quality Control Board (Regional Water Board) under the State Water Resources Control Board (State Water Board) requires coverage under and adherence to the Construction Activities Storm Water General Permit, or CGP, to regulate storm water runoff from construction sites. In general, any construction or demolition activity, including, but not limited to, clearing, grading, grubbing, or excavation, or any other activity that results in a land disturbance of equal to or greater than one acre, requires coverage under the CGP. Construction activities associated with Linear Underground Projects (LUPs) also require coverage under the CGP. It should be noted that SWPPP development and implementation (inspections, tracking) associated with sites subject to the CGP (excluding waiver sites) must be done by a qualified SWPPP developer (QSD), respectively. More information on the CGP and QSD/QSPs may be found at http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

◆ General Construction & Site Supervision


The rainy season referred to herein applies to the dates October 1 to April 30; the dry season spans May 1 to September 30. Compliance with the CGP and below BMPs is required year round; however, different requirements may be needed for the rainy and non-rainy season.

General Principles

- Keep an orderly site and ensure good housekeeping practices are used.
- Maintain equipment properly.
- Cover materials when they are not in use.
- Keep materials away from streets, gutters, storm drains and drainage channels.
- Ensure dust control water does not leave the site or discharge to storm drains.
- Train your employees on these BMPs and familiarize them with storm water issues prior to beginning work. Inform your subcontractors about storm water requirements and be sure that they also abide by these BMPs.
- Refer to the following approved references for BMP selection, implementation, and on-site management (most recent versions unless otherwise noted):
 - *Erosion & Sediment Control Field Manual*, California Regional Water Quality Control Board San Francisco Bay Region, Fourth Edition August 2002.
 - *Manuel of Standards for Erosion and Sediment Control Measures*, Association of Bay Area Governments (ABAG)
 - *Construction Best Management Practices (BMPs) Handbook*, California Stormwater Quality Association (CASQA)
 - *Construction Site Best Management Practices (BMPs) Manual*, Storm Water Quality Handbooks, Caltrans

Good Housekeeping Practices

- Designate one area of the site located away from storm drains, drainage swales, and creeks for auto parking and heavy equipment storage, vehicle refueling and routine equipment maintenance.
- To prevent off-site tracking of dirt, provide site entrances with stabilized aggregate surfaces or provide a tire wash area on the site, but away from storm inlets or drainage channels. Mud, dirt, gravel, sand and other materials tracked or dropped on city streets must be cleaned up to prevent washing into the storm drains.
- Keep materials and soil stockpiles out of the rain and prevent runoff contamination from the site. Store materials, stockpiles and excavation soils under cover and protected from wind, rain, and runoff. Cover exposed piles of construction materials or soil with plastic sheeting or temporary roofs. Before rainfall events, sweep and remove material from surfaces that drain to storm inlets and/or drainage channels.
- Place trash cans around the site to reduce litter. Dispose of non-hazardous construction wastes in covered dumpsters or recycling receptacles.
- Keep dumpster lids closed and secured. For dumpsters or bins that don't have a lid, cover them with tarps or plastic sheeting, secured around the exterior of the dumpster or place them under temporary roofs. Never clean out a dumpster by hosing it down on the construction site.

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- Clean up leaks, drips and other spills immediately so that they do not contaminate the soil or runoff nor leave residue on paved surfaces. Use dry cleanup methods whenever possible. Water may only be used in minimum quantities to prevent dust.
- If portable toilets are used, ensure that the leasing company properly maintains the toilets and promptly makes repairs. Conduct visual inspections for leaks.
- Protect vegetation and trees from accidental damages from construction activities by surrounding them with fencing or tree armoring.

Advanced Planning

- Site development shall be fitted to the topography and soils in order to minimize the potential for erosion.
- Soil grading/clearing limits, easements, setback, sensitive or critical areas, trees, drainage courses, and buffer zones must be delineated on site to prevent excessive or unnecessary disturbances and exposure prior to construction.
- Schedule excavation and grading activities for dry weather periods. To reduce soil erosion, plant temporary vegetation or place other erosion controls before rain begins.
- Conduct grading operations in phases in order to reduce the amount of disturbed areas and exposed soil at any one time. Unless specifically approved on the project's drainage plan, grading, sediment and erosion control plan, clearing, excavation and grading shall not be conducted during rainy weather. All rainy season grading shall be in accordance with Capitola Municipal Code Chapter 15.28.
- Control the amount of runoff crossing your site especially during excavation by using berms or temporary drainage ditches or bio-swailes to divert water flow around the site. Reduce stormwater runoff velocities by constructing temporary check dams or berms where appropriate.

Materials & Waste Handling

- Practice contaminant "Source Reduction" by estimating carefully and minimizing waste when ordering materials.
- Recycle excess materials such as concrete, asphalt, scrap metal, solvents, degreasers, paper, and vehicle maintenance materials whenever possible.
- Dispose of all wastes properly by ensuring that materials that cannot be recycled are taken to an appropriate land fill or disposed of as hazardous waste. Never bury waste materials or leave them in the street or near a creek or drainage channel.

◆ Landscaping, Gardening & Ponds/Fountains/Pool/Spa Maintenance

Many landscaping activities and practices expose soils and increase the likelihood of water runoff that will transport earth, sediments and garden chemicals to the storm drain during irrigation or rain events. Other exterior amenities such as ponds, pools and spas require regular maintenance using chlorine and/or copper based algacides. Water treated with these chemicals is toxic to aquatic life and should never be discharged to the storm drain.

Landscaping & Garden Maintenance


- Protect stockpiles and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- Schedule grading and excavation during dry weather.
- Use temporary check drains or ditches to direct runoff away from storm drains or drainage channels.
- Protect storm drain inlets with sandbags, gravel filled bags, straw wattles, filter fabric or other sediment controls.
- Re-vegetation is an excellent form of erosion control for any site.
- Never dump or leave soil, mulch, or other landscape products in the street, gutter, or storm drain.

Ponds/Fountains/Pool/Spa Maintenance

- When draining a pond, fountain, pool or spa, any volumes in excess of 500 gallons must be reported in advance to the City of Capitola Public Works Department. The City will provide guidance on handling special cleaning waste, flow rate restrictions and backflow prevention.

◆ Preventing Water & Sediment Runoff

Effective erosion and sediment control measures must be implemented and maintained on all disturbed areas in order to prevent a net increase of sediment in the site's storm water discharge relative to pre-construction levels. During the rainy season, erosion control measures must also be located at all appropriate locations along the site's perimeter and at all inlets to the storm drain system. Effective methods to protect storm drain inlets include sand bag barriers, heavy rubber mats to cover and seal the inlet, and sediment traps or basins. Refer to the Erosion & Sediment Control Field Manual, California Regional Water Quality Control Board San Francisco Bay Region, Fourth Edition August 2002; and the most recent versions of the Manual of Standards for Erosion and Sediment Control Measures, Association of Bay Area Governments (ABAG), and Construction Best Management Practices (BMPs) Handbook, California Stormwater Quality Association (CASQA).

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- Effective filtration devices, barriers, and settling devices shall be selected, installed and maintained properly.
- Silt fences must be installed so that the drainage around each fence does not create additional erosion and rills down slope of the fence.
- If straw wattles are used to filter sediment runoff, ensure that the bales are actually filtering the water (and not just causing the water to travel around the bale) and that the straw pieces are not carried into the storm drain system.
- Whenever possible, use terracing, surface roughening (e.g. with a bulldozer), and energy dissipaters (such as riprap, sand bags and rocks) on slopes to reduce runoff velocity and trap sediments. Do not use asphalt rubble or other demolition debris for this purpose.
- All on-site erosion control measures and structural devices, both temporary and permanent, shall be properly maintained so that they do not become nuisances with stagnant water, odors, insect breeding, heavy algae growth, debris, and/or safety hazards
- A qualified person should conduct inspections of all on-site BMPs during each rainstorm and after a storm is over to ensure that the BMPs are functioning properly. For sites greater than one-acre, onsite inspections are required in accordance with the GCP.

◆ **Earth Moving Activities & Heavy Equipment**

Soil excavation and grading operations loosen large amounts of soil that can be transported into storm drains when handled improperly. Effective erosion control practices reduce the amount of runoff crossing a site and slow the flow with check dams or roughened ground surfaces. Often, earth moving activities require use and storage of heavy equipment. Poorly maintained vehicles and heavy equipment that leak fuel, oil, antifreeze or other fluids onto the construction site are common sources of storm drain pollution.

Site Planning


- Maintain all heavy equipment, inspect frequently for leaks, and repair leaks immediately upon discovery.
- Perform major auto or heavy equipment maintenance, repair jobs and vehicle or equipment washing off-site.
- If you must drain and replace motor oil, radiator coolant or other fluids on site, use drip pans, plastic sheeting or drop cloths to catch drips and spills. Collect all spent fluids, store in separate containers and properly dispose as hazardous waste. Recycle whenever possible.
- Do not use diesel oil to lubricate equipment parts or clean equipment. Only use water for onsite cleaning.
- Cover exposed fifth wheel hitches and other oily or greasy equipment during all rain events.

Practices During Construction

- Remove existing vegetation only when absolutely necessary. Plant temporary vegetation for erosion control on slopes or where construction is not immediately planned.
- Protect down slope drainage courses, creeks and storm drains with wattles or temporary drainage swales.
- Use check dams or ditches to divert runoff around excavations. Refer to the Erosion & Sediment Control Field Manual, California Regional Water Quality Control Board San Francisco Bay Region, Fourth Edition August 2002; and the most recent versions of the *Manual of Standards for Erosion and Sediment Control Measures*, Association of Bay Area Governments (ABAG), and *Construction Best Management Practices (BMPs) Handbook*, California Stormwater Quality Association (CASQA).
- Cover stockpiles and excavated soil with secured tarps or plastic sheeting.

Spill Clean Up

- Maintain a spill clean-up kit on site.
- Clean up spills immediately. Use dry cleanup methods if possible.
- Never hose down dirty pavement or impermeable surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, cat litter and/or rags) whenever possible and properly dispose of absorbent materials.
- Sweep up spilled dry materials immediately. Never attempt to wash them away with water or bury them.
- Use as little water as possible for dust control. If water is used, ensure it does not leave silt or discharge to storm drains.
- Call 911 for significant spills. If the spill poses a significant hazard to human health and safety, you must also report it to the State Office of Emergency Services.

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◆ Painting, Varnish & Application of Solvents & Adhesives

Paints, varnish, solvents and adhesives contain chemicals that are harmful to wildlife and aquatic life in our community. Toxic chemicals may come from liquid or solid products or from cleaning residues or rags. Paint materials and wastes, adhesives and cleaning fluid should be recycled when possible or properly disposed to prevent these substances from entering the storm drains and watercourses.

Handling of Surface Coatings

- Keep paint, varnish, solvents and adhesive products and wastes away from the gutter, street and storm drains. Wastewater or runoff containing paint or paint thinner must never be discharged into the storm drain system.
- When there is a risk of a spill reaching the storm drain, nearby storm drain inlets must be protected prior to starting painting.

Removal of Surface Coatings

- Non-hazardous paint chips and dust from dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- Chemical paint or varnish stripping residue, chips and dust from marine paints or varnishes, or paints containing lead, mercury or tributyltin must be disposed of as hazardous wastes. Lead based paint removal requires a state-certified contractor. Paint may be tested for lead by taking paint scrapings to a local, state-certified laboratory.
- When stripping or cleaning building exteriors with high-pressure water, block storm drains to prevent flow to creeks and the Monterey Bay.
- Wash water from painted buildings constructed pre-1978 can contain high amounts of lead even if paint chips are not present. Before stripping paint or cleaning a pre-1978 building's exterior with water under high pressure, test paint for lead by taking paint scrapings to a local, state-certified laboratory.

Clean Up of Surface Coatings


- Never clean brushes or rinse paint or varnish containers into a gutter, street, storm drain, French drain or creek.
- For water based paints, paint out brushes to the extent possible and rinse into an interior sink drain that goes to the sanitary sewer.
- For oil based paints, paint out brushes to the extent possible and clean with thinner or solvent. Filter and reuse thinners and solvents where possible. Dispose of excess liquids and residue as hazardous waste.
- When thoroughly dry, empty paint cans, used brushes, rags and drop cloths may be disposed of as garbage.

Disposal of Surface Coatings

- Recycle, return to supplier, or donate unwanted water-based (latex) paint. Oil-based paint may be recycled or disposed of as hazardous waste. Varnish, thinners, solvents, glues and cleaning fluids must be disposed of as hazardous waste.
- When the job is completed, collect all unused or waste materials and dispose of properly. Never leave or abandon materials onsite, and ensure that nothing has drifted toward the street, gutter, or catch basin.

◆ Roadwork & Paving

- Protect nearby storm drain inlets and adjacent water bodies prior to breaking up asphalt or concrete.
- The discharge of saw cut slurry to the storm drain system is prohibited. Take measures to contain the slurry and protect nearby catch basins or gutters. If slurry enters the storm drain system, remove material immediately.
- Dried, saw cut slurry must be cleaned up and properly disposed so that it will not be carried into the storm drain system by wind, traffic, or rainfall.
- After breaking up old pavement, sweep up materials and recycle as much as possible. Properly dispose of non-recyclable materials.
- Cover and seal nearby storm drain inlets and manholes before applying seal coat, slurry seal, etc. Leave covers in place until the oil sealant is dry.
- In the event of rain during construction, divert runoff around work areas and cover materials.
- Park paving machines over drip pans or absorbent materials.
- Never wash sweepings from exposed aggregate concrete into a street or a storm drain inlet. Collect and return to aggregate base stockpile or dispose of in the trash.
- Remove and clean up material stockpiles (i.e. asphalt and sand) by the end of each week or, if during the rainy season, by the end of each day. Stockpiles must be removed by the end of each day if they are located in a public right-of-way.

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◆ Concrete, Cement, & Masonry Products

- Concrete, cement, masonry products, sediment or pollutant laden water shall never be discharged into or allowed to reach the storm drain system.
- Avoid mixing excess amount of fresh concrete or cement mortar on-site.
- During tile cutting, ensure that the slurry water does not run off into the street or storm drain system. The discharge of slurry to the storm drain system is prohibited. Dried slurry must be cleaned up and disposed of properly.
- Concrete, cement, and masonry mixing containers may not be washed or rinsed into the street or storm drain system. If a concrete transit mixer is used, a suitable washout box, excavation or self-washing mixer able to contain waste material shall be provided on-site.
- Never wash or rinse mixing containers and tools into the gutter, street, storm drain inlet, drainage ditches or water body.
- If conducting sidewalk work, material stockpiles must be removed and cleaned up by the end of each day. Sweep or collect unused materials and debris that remain on pavement and dispose of properly.
- When the job is completed, collect all unused or waste materials and dispose of properly. Never leave or abandon materials onsite. Ensure that nothing has drifted towards the street, gutter or catch basin.

◆ Site Clean Up

- Clean up by sweeping instead of hosing down whenever possible. Dispose of litter and debris in the garbage.
- The street, sidewalk and other paved areas may not be cleaned by washing or by directing sediment, concrete, asphalt, or other particles into the storm drain system. If water is used to flush sediment or particles from pavement, the water must be directed to a landscaped or grassy area large enough to absorb all the water.
- If conducting road or sidewalk work, materials stockpiles must be removed and cleaned up by the end of each work day.
- Discarded building materials and demolition wastes must never be left in a street, gully, or waterway. Dispose of all wastes properly including leftover paint and chemicals. Materials that cannot be reused or recycled must be taken to the landfill or disposed of as hazardous waste.

Signed and Agreed to by: Project Owner or General Contractor	
Signed: _____	Date: _____
Print Name: _____	

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M.P.

CHECKED BY:
S.E.J.



STANDARD DRAWINGS FOR
STORMWATER POLLUTION PREVENTION AND PROTECTION

STEVEN JESBERG, PUBLIC WORKS DIRECTOR

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