

INVITATION FOR BIDS



FOR CONSTRUCTING

2016 PAVEMENT MARKING AND MONTECITO BLVD BIKE ENHANCEMENTS

CONTRACT NUMBER
C02053

ISSUED BY
CAPITAL PROJECTS ENGINEERING DIVISION
CITY OF SANTA ROSA, CALIFORNIA

2016

ATTENTION
Prebid Conference
See Page 1



STATE OF CALIFORNIA

INVITATION FOR BIDS

CONTAINING:

NOTICE TO BIDDERS

SPECIAL PROVISIONS

BID FORMS

CONTRACT

FOR

2016 PAVEMENT MARKING AND
MONTECITO BLVD BIKE ENHANCEMENTS

Contract No. C02053

2016 PAVEMENT MARKING AND MONTECITO BLVD BIKE ENHANCEMENTS

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CITY OF SANTA ROSA
STATE OF CALIFORNIA

NOTICE TO BIDDERS

➤	For technical questions regarding this project, contact Mike Vanmidde, Assistant Engineer, at (707) 543-3819.
➤	For direct access to plans, specifications and planholders' lists, go to www.srcity.org/bids and click on <u>Bid/Proposal Opportunities</u> or call (707) 543-3800.
➤	For direct access to bid results, go to www.srcity.org/bids . Under Link to Capital Projects, click on <u>Capital Projects Contracts</u> or call (707) 543-3835.

- IMPORTANT -

Bid Acceptance Deadline

Sealed bids will be accepted at the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California 95401 until 2:00 p.m., September 21, 2016, for 2016 Pavement Marking and Montecito Blvd Bike Enhancements, Contract No. C02053. (Engineer's Range: \$110,000 - \$120,000.)

Bids tendered after this deadline will not be accepted. The official time clock for accepting bids will be an electric date and time stamping clock, located in the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California. In order to be accepted, bids must be received prior to 2:00 p.m. Therefore, a bid stamped in at 1:59 p.m. will be accepted, but one delivered at or after 2:00 p.m. is late and will not be accepted.

Pre-Bid Meeting

Prospective bidders, subcontractors, and material suppliers are invited to attend a pre-bid meeting scheduled to be held at 9:00 a.m., September 14, 2016, in the Transportation and Public Works Department located at 69 Stony Circle, Santa Rosa, California.

Subcontractor Information; Department of Industrial Relations Registration

Bidders shall provide the names, business addresses and license numbers of all subcontractors listed on bidder's List of Subcontractors. No contractor or subcontractor may be listed on a bid for this public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for this public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This public works project is subject to compliance monitoring and enforcement by the DIR.

Estimated Quantities
2016 PAVEMENT MARKING AND MONTECITO BLVD BIKE ENHANCEMENTS

Item No.	Description	Quantity	Units
1	TRAFFIC CONTROL	1	LS
2	INSTALL STREET SIGN, REMOVAL OF STREET SIGN, AND RELOCATE STREET SIGN	20	EA
3	INSTALL NEW POLE	2	EA
4	4" WHITE SPRAYED THERMOPLASTIC EDGE LINE (EXHIBIT "A")	71,675	LF
5	6" WHITE SPRAYED THERMOPLASTIC BIKE LANE LINE (EXHIBIT "A")	51,681	LF
6	12" THERMOPLASTIC CROSSWALK (YELLOW) AND THERMOPLASTIC LIMIT LINE - CROSSWALK (WHITE)	108	LF
7	THERMOPLASTIC ARROW (CITY) - TYPE IV AND THERMOPLASTIC ARROW (CITY) - TYPE VII	23	EA
8	THERMOPLASTIC BIKE LANE SYMBOL & BIKE LANE ARROW	11	EA
9	THERMOPLASTIC BICYCLE LOOP DETECTOR SYMBOL	7	EA
10	8" THERMOPLASTIC CHANNELIZING LINE	320	LF
11	THERMOPLASTIC SHARROW MARKING SYMBOL	8	EA
12	RAISED PAVEMENT MARKERS, NON-REFLECTIVE	2,171	EA
13	RAISED PAVEMENT MARKERS, REFLECTIVE	405	EA
14	THERMOPLASTIC PAVEMENT MARKING (WORDS AND SYMBOLS)	102	SF

The foregoing quantities are approximate only, being given as a basis for the comparison of bids, and the City of Santa Rosa does not expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary or expedient by the Engineer.

Bids shall be made in accordance with the prevailing hourly rate of per diem wages for this locality and project as determined by the Director of the DIR pursuant to Labor Code sections 1770 *et seq.*

Contractor shall be responsible for compliance with the Immigration Reform Control Act of 1986.

If the project requires the employment of workers in any apprenticeable craft or trade, once awarded, Contractor and subcontractors must apply to the Joint Apprenticeship Council unless already covered by local apprentice standards (see Labor Code section 1777.5).

All bids are to be compared on the basis of the Engineer's estimate of the quantities of work to be performed. No bid will be awarded to a contractor who is not licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Contractor must hold a Class A or C-32 license for this project.

Project plans, bid and contract forms for C02053, 2016 Pavement Marking and Montecito Blvd Bike Enhancements may be obtained through PlanetBids at www.srcity.org/bids. These documents can no longer be obtained at the Transportation and Public Works Department.

No bid will be accepted unless it is made on the contract bid forms furnished by the Transportation and Public Works Department through PlanetBids. The original of the completed bid forms bearing original signatures must be submitted. A bid will not be accepted unless the bidder registers as a vendor through PlanetBids at www.srcity.org/bids, downloads documents/attachments, and is added to the prospective bidders list for this project.

The successful bidder will be required to hold a current City of Santa Rosa business tax certificate issued pursuant to Chapter 6.04 of the Santa Rosa City Code before commencing work on this project. For information regarding the business tax, contact Revenue and Collections at (707) 543-3170.

For any moneys earned by Contractor and withheld by the City of Santa Rosa to ensure the performance of the Contract, Contractor may, at its request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Section 22300 of the California Public Contract Code.

The City of Santa Rosa reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid or bonds.

/s/

9/1/16

ROB SPRINKLE
Supervising Engineer

Date

SPECIAL PROVISIONS

General Specifications

CITY OF SANTA ROSA, CALIFORNIA

2016 PAVEMENT MARKING AND MONTECITO BLVD BIKE ENHANCEMENTS

1 GENERAL

The work described herein shall be done in accordance with the "Contract Documents," which are the:

1. Special Provisions
2. Project Plans, consisting of 1 sheet entitled 2016 Pavement Marking and Montecito Blvd Bike Enhancements, City File #2016-0035
3. City of Santa Rosa Design and Construction Standards (City Standards)
4. City of Santa Rosa Construction Specifications for Public improvements (City Specifications)
5. State of California Department of Transportation Standard Specifications 2010 (Standard Specifications), and
6. State of California Department of Transportation Standard Plans 2010 (Standard Plans).

In the event of a conflict in any of these documents, the order of precedence shall be determined by Section 5-1.02 of these Special Provisions.

Whenever the Standard Specifications use the terms State of California, Department of Transportation, Director, Engineer, or Laboratory, the following terms shall be substituted therefor, and any reference to any of the foregoing terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

For State of California - the City of Santa Rosa;

For Department - the City of Santa Rosa Department of Transportation and Public Works or the City of Santa Rosa Water Department;

For Director - the City Engineer of the City of Santa Rosa;

For Engineer - the City Engineer of the City of Santa Rosa or the City Engineer's authorized agents;

For Laboratory – Materials Engineering of the City of Santa Rosa Water Department, or such other laboratory as may be authorized by the City.

Unless otherwise provided, whenever in these Special Provisions attention is directed to specific provisions in the Standard Specifications, such direction shall not be interpreted as excluding other applicable provisions of the Standard Specifications.

Unless otherwise provided, when sections and subsections of the Standard Specifications are used in these Special Provisions, such use is not exclusive and shall not be interpreted as excluding other applicable provisions of said sections and subsections, but is only intended to add to or modify such sections or subsections.

Unless otherwise provided, full compensation for compliance with these Special Provisions is included in the contract price and no additional allowance will be made to Contractor therefor.

The Standard Specifications are hereby modified to delete any reference or incorporation of provisions providing for or requiring arbitration of any and all claims and disputes arising under this contract.

2 BIDDING

2-1.06 Bid Documents: Prospective bidders will be furnished with an Invitation for Bids which will state the location and description of the contemplated public works project and will show the approximate estimate of the various quantities and kinds of work to be performed and materials to be furnished with a schedule of items for which unit prices are requested.

2-1.07 Approximate Estimate: The quantities given in the Contract Documents are approximate only, being given as a basis for the comparison of bids, and the City does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or part of the work or to omit parts of the work, as may be deemed necessary or advisable by the Engineer.

2-1.31 Examination of Project Plans, Specifications, City Standards, Invitation for Bids and Work Site: Prior to submitting a bid, the bidder shall carefully examine the Project Plans, Invitation for Bids, City Standards and the proposed work site. If any person contemplating submitting a bid for this public works project is in doubt as to the meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the Contract Documents, he or she may submit a written request for interpretation or correction to the Engineer. The written request must be received by the Engineer a minimum of 96 hours prior to bid opening. Any interpretation or correction of the Contract Documents prior to bid opening will be made only by written addendum issued by the City. A copy of such addendum will be mailed or faxed to each Planholder. The City will not be bound by any other explanations or interpretations of the Contract Documents.

2-1.33 Bid Document Completion: Any references to Opt Out of Payment Adjustments for Price Index Fluctuations in the Standard Specifications are deleted in their entirety.

2-1.33A Bid Forms: All bids shall be made on bid forms obtained from PlanetBids at www.srcity.org/bids. The bidder shall submit its bid on the original bid forms furnished by the City. Bids submitted on forms other than the forms furnished to the bidder by the City will not be considered.

The bid forms to be submitted at the time of and with the bid are:

1. Unit Price Schedule
2. List of Subcontractors
3. List of Previous Similar Jobs
4. Noncollusion Declaration
5. Bid Guaranty Information and Bidder's Information and Signature
6. Bid Guaranty (Bid Bond or alternate security)

All bids shall give the proposed prices and must bear the original signature of the bidder. Bidders shall fill in all blanks on the bid forms where required. A bid will not be accepted unless the bidder registers as a vendor through PlanetBids at www.srcity.org/bids, downloads documents/attachments, and is added to the prospective bidders list for this project.

2-1.33B Registration with DIR: No contractor or subcontractor may be listed on a bid for this public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5. No contractor or subcontractor may be awarded a contract for this public works project unless registered with the DIR pursuant to Labor Code section 1725.5. This public works project is subject to compliance monitoring and enforcement by the DIR.

2-1.33C Subcontractors: The Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100-4113, inclusive (the "Act") shall apply to all subcontracts in excess of one-half of one percent of the total amount of a bid. The Act requires subcontractors, if used for such work, to be listed in the contractor's bid and prohibits the substitution of subcontractors, except as authorized by the Act. Each bidder shall, with respect to the work of any subcontractor in excess of one-half of one percent of the total amount of the bid, include as part of the bid on the bid form provided:

1. The name, business address and DIR registration number of each subcontractor who will perform work or labor or render services to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the Project Plans or other Contract Documents in an amount in excess of one-half of one percent of the Contractor's total bid; and
2. The portion of the work that will be done by each subcontractor. Only one subcontractor shall be listed for each portion.

The purchase of sand, gravel, crushed rock, batched concrete, aggregate, ready-mixed concrete, and/or any other materials produced and furnished by established and recognized commercial plants, together with the delivery of such materials to the work site by the source of the materials or by recognized commercial hauling companies, is not considered as subcontracting under this section.

2-1.33E Rejection of Bids Containing Alterations, Erasures or Irregularities: Bids may be rejected if they show any alterations of forms, additions not called for, conditional bids, incomplete bids, erasures or irregularities of any kind.

2-1.34 Bid Guaranty: All bids shall be presented under sealed cover and shall be accompanied by cash, cashier's or certified check, or by a bidder's bond made payable to the City of Santa Rosa and executed as surety by a corporate surety authorized and admitted to transact a surety business in the State of California in an amount equal to ten percent of the amount of the bid. No bid shall be considered unless such cash, cashier's or certified check, or bidder's bond is enclosed with the bid. Any bidder's bond shall contain provisions for forfeiture consistent with California Public Contract Code section 20172.

2-1.40 Withdrawal of Bid: A bid may be withdrawn prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a written request to withdraw the bid, executed by the bidder or the bidder's authorized representative, is filed with the Engineer before this deadline. The withdrawal of a bid shall not prejudice the right of a bidder to submit a new bid.

2-1.43 Public Opening of Bids: Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents are invited to be present.

2-1.46 Disqualification of Bidders: Serial bids from the same bidder will not be accepted. This section shall not be interpreted to mean that the same contractor may not be the contractor in one bid and listed as a subcontractor in another bid, provided that no collusion exists.

2-1.48 Competency of Bidders: No bid will be accepted from or contract awarded to a contractor that is not licensed in accordance with the law, that does not hold a license qualifying it to perform work under this contract, to whom a bid form has not been issued by the Engineer, or that has not successfully completed projects of similar character, scope and cost to the proposed project. Bidders will be required to provide a list of previous similar jobs with their bids.

3 CONTRACT AWARD AND EXECUTION

3-1.04 Contract Award: The City reserves the right to reject any or all bids. Bids are required for the entire work described herein. All bids will be compared with the Engineer's estimate of the quantities of work to be completed. Contract award, if any, will be made to the lowest responsible bidder within sixty days from the date bids are opened.

3-1.05 Contract Bonds:

The successful bidder will NOT be required to furnish a performance bond or material guaranty bond for this project. In the event that the contract award exceeds \$25,000.00, the successful bidder will be required to provide a payment bond for labor and materials within ten days after receipt of the Notice of Award in accordance with California Civil Code section 9550, executed in a sum of 100% of the Contract price. **A BID BOND IS REQUIRED. REFER TO SECTION 2-1.34 OF THESE SPECIAL PROVISIONS.**

The bond(s) shall be provided in a form acceptable to the City and issued by a corporate surety in good financial standing and authorized and admitted to transact a surety business in the state of California for the purposes and in the amount(s) stated above.

Whenever the financial or legal status of any surety on any such bond(s) is/are unacceptable to the City, it may make a demand to Contractor for further bond(s) or additional surety, not exceeding the sums originally required. Thereafter, no payment shall be made upon the Contract to Contractor or any assignees of Contractor until such bond(s) or additional surety has/have been provided to the City.

3-1.07 Indemnification and Insurance: Indemnification: Contractor shall defend, hold harmless and indemnify City, its officers, agents and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type and description, including, but not limited to, any fees and/or costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death; damage to personal, real or intellectual property or the environment; contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with the performance of or the failure to perform the Contract by Contractor, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not such Liabilities are caused in part by a party indemnified hereunder, or such Liabilities are litigated, settled or reduced to judgment; provided, that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from (i) the sole negligence, or willful misconduct of, or defects in design furnished by City, its agents, servants, or independent contractors who are directly responsible to City (excluding Contractor), or (ii) the active negligence of City.

The existence of any of the insurance policies or coverages described in this Contract shall not affect or limit any of City's rights hereunder, nor shall the limits of such insurance limit Contractor's liability to the City hereunder. The provisions of this section shall survive any expiration or termination of the Contract.

Insurance: Contractor shall maintain in full force and effect all of the insurance coverage described in and in accordance with the insurance requirements set forth below. Maintenance of such insurance coverage during the entire performance of the Contract is a material element of the Contract. Failure by Contractor to (i) maintain or renew coverage, (ii) provide notice of any

changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, if necessary, may be deemed a material breach of the Contract by Contractor, whereas the City shall be entitled to all rights and remedies at law or in equity. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under the Contract. In the event Contractor retains or utilizes any subcontractors or sub-consultants in performance of the work, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements herein set forth below.

Insurance Requirements:

- A. Insurance Policies:** Contractor shall maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with an AM Best rating of no less than A-:VI or a rating otherwise acceptable to the City.

	Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1.	Commercial general liability	\$ 3 million per occurrence \$ 3 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include products liability and completed operations coverage which shall continue for a period of 365 days after acceptance of the work by the City. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37 forms if later revisions used). Coverage shall not exclude subsidence.
2.	Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1). Insurance shall cover owned, non-owned and hired autos.
3.	Workers' compensation and Employer's Liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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| 4. Contractor's pollution legal liability and/or asbestos legal liability and/or errors and omission (if the City determines, in its sole discretion, that the project involves environmental hazards) | \$ 1 million per occurrence or claim
\$ 1 million aggregate | If the work involves lead-based paint or asbestos identification/remediation, the pollution liability policy must not contain lead-based paint or asbestos exclusions. If the work involves mold identification, the pollution liability policy must not contain a mold exclusion and a definition of "Pollution" in said policy shall include microbial matter including mold. |
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B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled by either party, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this Contract, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be in excess of Contractor's insurance and shall not contribute with it. Endorsements at least as broad as 20 01 04 13 or evidence of policy language will be required in non ISO CGL policies.
 - b. The City of Santa Rosa, its officers, agents and employees are to be covered as additional insureds on the CGL policy. Additional Insured Endorsements at least as broad as 20 10 04 13 or 20 38 04 13 are required.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Contract. The City reserves the right to require complete copies of all required policies and endorsements during the duration of the Contract and for a period of 365 days following City's acceptance of the work.

D. Other Insurance Provisions:

1. No policy required by this Contract shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Coverage for an additional insured shall NOT be limited to the insured's vicarious liability. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Contractor may be required to provide financial guarantees.
4. City reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3-1.18 Contract Execution: The fully executed Contract, original bonds and insurance certificates and endorsements required under the Contract shall be delivered to the City within ten calendar days of Contractor's receipt of the Notice of Award.

The Engineer will supply Contractor with up to ten sets of the Invitation for Bids and Project Plans. At least one complete set of the Invitation for Bids and Project Plans shall be kept at the construction site in good condition and made available to the Engineer at all times. Additional copies of the Invitation for Bids and Project Plans will be provided by the Engineer at Contractor's cost.

3-1.20 Failure to Execute Contract: Contractor's failure to deliver to the City the fully executed Contract within ten calendar days of Contractor's receipt of the Notice of Award shall be cause for the cancellation of the award and the forfeiture of the bid guaranty to the City. If the successful bidder refuses or fails to execute the Contract, the City may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the Contract, the City may award the Contract to the third lowest responsible bidder. The refusal or failure by the second or third lowest responsible bidder to deliver to the City the fully executed Contract within ten calendar days of receipt of the Notice of Award to the respective bidder shall likewise be cause for the cancellation of the award and the forfeiture of the bid guaranty of the respective bidder. In its discretion, the City may then re-advertise the project or construct it by day labor.

3-1.21 Return of Bid Guarantees: Within ten days after the opening of bids, the City will return the bid guarantees to all bidders except the three lowest responsible bidders. The bid guarantees of the three lowest responsible bidders will be retained until the Contract has been fully executed. In the event all bids are rejected, all bid guarantees will be returned to the respective bidders.

3-1.22 Subcontractors: The successful bidder shall furnish a list of all subcontractors as required under Sections 2-1.33C & D. The list shall include the name, business address, DIR registration number and the state contractor's license number of each subcontractor on the list and the names of the responsible managing employees whose names appear on the subcontractors' licenses.

4 SCOPE OF WORK

4-1.05 Changes and Extra Work: All changes to the Contract shall be made by written change order only.

All extra work shall be recorded by Contractor on a daily report signed by both the City and Contractor. The “daily reports” shall thereafter be considered the true record of extra work performed. A copy of the daily reports will be furnished to Contractor. Contractor is directed to Section 9-1.04 of this Invitation for Bids.

4-1.05C Compensation for Altered Quantities: Payment and compensation for altered quantities shall conform to the provisions of Section 9-1.06 of the Standard Specifications, except as modified herein.

5 CONTROL OF WORK

5-1.02 Contractor's Copies of Contract Documents: In the event of a conflict in any of the Contract Documents, the order of precedence from highest to lowest shall be as follows:

1. Special Provisions
2. Project Plans, consisting of 1 sheet entitled 2016 Pavement Marking and Montecito Blvd Bike Enhancements, City File #2016-0035
3. City Standards
4. City Specifications
5. Standard Specifications
6. Standard Plans

5-1.05 Order of Work: The work as shown on the Project Plans and as specified in the Invitation for Bids shall be constructed in a sequence that is satisfactory to and approved by the Engineer.

Contractor shall prepare a work schedule per Section 8-1.02 of the Standard Specifications.

With the exception of trenching, all existing street, street light base, curb and gutter, storm drain, water line, and sewer line work shall be completed before any existing street paving is removed.

Full compensation for the conformance to the requirements of this section is included in the Contract price and no additional allowance will be made to Contractor for this work.

5-1.17 Character of Workers: Contractor is directed to Section 5-1.17 of the Standard Specifications which states:

"If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of the Engineer, and such person shall not again be employed on the work."

No additional compensation shall be granted to Contractor in the event City exercises any part of its rights under this section and any and all costs related to such exercise shall be borne by Contractor.

5-1.20 Cooperation with Other Entities: Attention is directed to Section 5-1.20 of the Standard Specifications.

Other construction including but not limited to utility, power, and pipe line relocation, may be in progress by other forces within and adjacent to the project area at the same time work is being performed under this Contract by Contractor.

Contractor shall cooperate with the forces performing other work, to the end that such forces may conduct their operations with as little inconvenience and delay as possible. Contractor shall grant such forces access to the project area as is reasonable and necessary to transport materials and equipment to the site of operations by the other forces.

5-1.20B(4)(a) Offsite Staging Areas and Construction Yards: Attention is directed to Santa Rosa City Code section 20-52.040, Temporary Use Permit.

A Temporary Use Permit shall be obtained for any offsite construction yard on private property to be used for any of the following:

- a. Stockpiling of equipment and/or materials;
- b. Staging of construction;
- c. Placement of work trailers or mobile offices;
- d. Storage of trench spoils; or
- e. Other construction related activities not specifically enumerated above.

5-1.26 Lines and Grades: Contractor shall carefully preserve all bench marks, grade stakes, and all other survey markers. In the case of willful or careless destruction, Contractor shall bear the cost of replacing the markers.

Contractor shall contact the Engineer directly for coordination of survey staking. Written staking requests must be submitted at least two working days in advance of the date and time stakes are needed.

5-1.27B Examination and Audit: Pursuant to California Government Code section 8546.7, any contract with the City involving expenditures in excess of \$10,000 shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment is made to Contractor by City under this Contract. Any such examination and audit will be confined to those matters connected with the performance of this Contract.

5-1.30A Inspection: Contractor shall bear all costs associated with the re-inspection of any defective, rejected or unauthorized work as determined by the Engineer in Engineer's sole discretion. Such costs of re-inspection, including any costs incurred by the City for additional staff time or fees for third-party consultant inspectors, will be deducted from one or more progress payments hereunder.

5-1.36A Property and Facility Preservation: Attention is directed to Section 5-1.36 of the Standard Specifications.

At Contractor's sole expense, all fences, gates, landscaping, drainage ditches, sidewalks, irrigation systems, and any other improvements that are damaged, removed or destroyed because of Contractor's operations, shall be replaced in accordance with City Standards at a minimum and restored to the same or better condition. Concrete surface treatment and score marks shall match adjacent existing concrete improvements.

5-1.36E Obstructions: Attention is directed to Section 5-1.36 of the Standard Specifications and to the possible existence of underground gas mains, high voltage lines, telephone ducts, storm drains and water and sewers systems, the locations of which are not shown on the Project Plans. The determination of the location of these facilities and the cost of repair or replacement in the event of damage to such facilities are the sole responsibility of Contractor.

Should Contractor alter any public utility or private improvements to facilitate its operations or for its sole benefit, which alteration would not be otherwise required, Contractor shall make whatever arrangements are necessary with the owner or controlling authorities, and shall bear all expenses in connection therewith. Any damages to any public utility or private improvement caused by Contractor shall be repaired by Contractor at its sole expense and to the full satisfaction of the Engineer or the controlling authority.

Any subsurface information and data furnished under any part of this Contract are not intended as a representation or warranty but are furnished for information only. It is expressly understood that the City will not be responsible for the accuracy thereof or for any deduction, interpretation or conclusion drawn therefrom by Contractor. The information is made available so that Contractor may have ready access to the same information available to the City and is not part of this Contract.

PRIOR TO STARTING ANY EXCAVATION, CONTRACTOR SHALL (AT LEAST TWO WORKING DAYS IN ADVANCE) CALL UNDERGROUND SERVICE ALERT (USA) toll free at (800) 227-2600 and provide USA with all necessary data relative to the proposed excavation. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays, and holidays. Between the hours of 5:00 p.m. and 7:30 a.m., calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours, and on Saturdays, Sundays and holidays, Contractor shall contact the owner of the affected facility.

Contractor shall coordinate all work with the appropriate City field personnel. When City work forces are required at the job site to perform Contract items of work, Contractor shall give a minimum of two working days advanced notification to the appropriate field office:

Water Division:	(707) 543-4200
Sewer Division:	(707) 543-4200
Street Division:	(707) 543-3880
Survey Division:	(707) 543-3834

5-1.43 Arbitration: Any references to Arbitration in the Standard Specifications are deleted in their entirety.

6 CONTROL OF MATERIALS

6-2.01 Source of Supply and Quality of Materials: All materials required to complete the work under the Contract shall be furnished by Contractor and shall be free of hazardous substances.

6-3.01 General: Statistical means will not be used by the City for determination of Standard Specification compliance. Whenever both operating range test results and Contract compliance requirements are specified in these special provisions, the operating range requirements shall apply to the individual test results.

6-3.01A Material Submittals: Upon award of the Contract by City, Contractor shall submit to the Engineer a list of all materials proposed to be used on this project and any supporting documentation and/or samples required and source of supply.

For material listed on the "Engineer's List of Approved Items" which is located in the Sewer and Water sections only of the City Standards, the Engineer shall be provided with the name of the manufacturer and model/part number for all material proposed for this project, unless that item has been replaced as shown on the Project Plans or in the Invitation for Bids.

For all other materials used on this project, regardless of the type of work, Contractor shall provide to the Engineer the name of the manufacturer and model/part number along with supporting documentation and/or samples that will allow the Engineer to determine the material's acceptability.

The Engineer reserves the right to reject any proposed material, whether on the City's "Engineer's List of Approved Items" or not. If the City obtains information indicating that a listed item is not performing satisfactorily or is found to be defective, that item will be rejected and Contractor shall submit a replacement for review at no additional cost to the City.

6-3.01B Material Guarantee: Before any contract is awarded, the bidder may be required to furnish samples of materials and detailed descriptions of equipment to be used in the construction of the project. The materials samples may be subjected to the tests provided for in the Standard Specifications or in this Invitation for Bids to determine their quality and fitness for the project. The successful bidder shall unconditionally guarantee project materials and workmanship for a period of one year from the date of recording of the Notice of Completion. The guarantee shall cover 100% of all costs of repairs within the one year period, including all costs of labor, materials, equipment, and incidentals. Except as may be otherwise provided in Section 3-1.05, the successful bidder shall provide a surety bond executed by a corporate surety authorized and admitted to transact a surety business in the state of California in the minimum amount of one-half of the Contract price to cover this guarantee.

6-3.05 Quality Assurance: California Test 216 (Relative Compaction) testing will be modified as follows: A mechanical compactor (Ploog Engineering Co. Model M 100 or equivalent) with 10-pound hammer and split compaction molds shall be used in lieu of the specified manual compaction equipment.

California Test 231 (Nuclear Gage Determination of In-Place Density) will be modified as follows: In-place density and relative compaction may be determined on the basis of individual test sites in lieu of the area concept, at the discretion of the Engineer.

6-4 Water Utility

6-4.01A Construction Water: All water required for the performance of the work shall be provided by Contractor. Prior to obtaining water from the City's water system, Contractor shall obtain a Water

Use Permit from the City of Santa Rosa Water Department and rent a hydrant or bridge meter. Contractor is responsible for the cost of all water and the cost of all deposits, permits and fees.

Contractor is prohibited from operating gate valves or fire hydrants on the City system.

The acquisition of water from the City's water system through un-metered hydrants or other facilities is a violation of City ordinance and State law. The use of water from sources other than the City's water system must be approved by the Engineer in advance of the use.

Citations and fines will be levied for violation of these and other utility regulations and deductions will be made from payments consistent with Section 7-1.02A(1) of the Standard Specifications.

6-4.01B Water Utility Notification: Contractors or parties requiring work of any kind by the City of Santa Rosa Water Department forces shall request such services a minimum of 48 hours in advance of the time such services are desired. Work requests which will involve the City of Santa Rosa Water Department forces for more than eight hours or an extensive number of City parts shall be requested a minimum of seven calendar days in advance.

If it is necessary to terminate or disrupt utility service to any customer, Contractor shall make the request for such work by City forces an additional 72 hours (three additional working days for a total of five working days advance notice) in advance of the time such services are desired to allow affected customers a minimum of 72 hours' notice. Contractors who fail to keep field appointments will be billed for scheduled City of Santa Rosa Water Department crew standby time which was used and the Contractor shall bear the costs incurred by the City of Santa Rosa's Water Department for re-notification of customers.

City of Santa Rosa Water Department crews work a 9/80 schedule. This schedule may prohibit shutdowns for tie-ins on alternating Fridays. After hours work or weekend work may be performed if prior authorization from the Engineer is obtained.

Other than the hours specified in this Invitation for Bids, requests by Contractor for after hours or weekend work is to be avoided whenever possible. Any overtime costs incurred by City for such work shall be borne by Contractor.

Interruption of utilities service to commercial customers shall be coordinated with the customer to minimize disruption to the enterprise to the greatest extent practicable. After notification by the Contractor of the need, the City of Santa Rosa Water Department will contact all commercial customers and inform Contractor accordingly.

6-4.01C Water Facility Damage: All damage caused to the City's water system shall be immediately reported to the Engineer.

Damage caused to the City's water system by Contractor's operations shall be repaired by the Contractor at Contractor's sole expense in a manner satisfactory to the City of Santa Rosa Water Department. Such repairs shall not be charged to the City or any City project. All repair work shall be witnessed and approved by the City of Santa Rosa Water Department prior to backfilling the excavation. The City will require re-excavation if backfilling occurs prior to inspection, which costs shall be borne by Contractor.

Contractor is responsible for, at its sole cost and expense, the repair and remediation of damage to property and facilities caused by any of the following circumstances:

- a. Contractor fails to make a written request for a markout or begins excavation without providing the City of Santa Rosa Water Department a reasonable opportunity to mark facilities;

- b. Contractor destroys markouts;
- c. Contractor fails to perform hand digging or probing for utilities near markouts; or
- d. Contractor fails to use reasonable caution, regardless of whether markouts are present or clear. Reasonable caution includes any efforts to avoid damaging existing facilities, such as when excavating in the vicinity of water mains.

City may, in its discretion, opt to make the repairs for which Contractor is responsible with its own forces. In such cases, the repairs will be made at Contractor's expense in accordance with the emergency repair rate schedule of the City of Santa Rosa Water Department. The City may make repairs whenever restoration of service requires extraordinary speed or special equipment. Contractor will be billed accordingly and City shall have the right and option to withhold payment hereunder, or a portion thereof, for any such costs billed but not promptly paid by Contractor.

6-4.02 Salvage: All valves, hydrants, and other appurtenances of the water system that are the property of City and removed by Contractor shall be delivered to the City's Municipal Services Center (55 Stony Point Road) unless Contractor has obtained specific written approval from the City of Santa Rosa Water Department to otherwise dispose of the materials.

6-4.03 Trade Names and Alternatives: Unless otherwise specified, material and equipment specifications that identify a particular patent, trade name or manufacturer, may be satisfied through substitute materials and equipment accepted by the City. Contractor may offer substitute materials and equipment of equal or better quality to the City. Any such offer shall be made in writing to the Engineer at least four weeks in advance of the time Contractor wishes to order the materials or equipment. Contractor shall include sufficient data which, together with any other information the Engineer may require, will enable the Engineer to determine the acceptability of the materials and equipment. When the substitute materials or equipment necessitate changes to any part of the work, the information shall include drawings and details showing all such changes and Contractor shall perform these changes as a part of any acceptance of substitute materials or equipment. The use of substituted materials and equipment will be permitted only after written acceptance of the materials and equipment by the Engineer. Such acceptance shall not relieve the Contractor from full responsibility for the sufficiency, quality and performance of the substitute materials and equipment.

The City will not, under any circumstances, acknowledge or consider any offers to accept substitute materials or equipment between the dates of public notice of advertisement and the bid opening.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.02A(1) Forfeitures for Health and Safety Violations: Contractor shall comply with all applicable provisions of the Santa Rosa City Code and any failure to do so shall constitute a breach of the Contract. In the event of any violation of the Santa Rosa City Code that may impact public health and safety, including, but not limited to Chapter 17-12, "Storm Water" and Chapter 13-04, "Street Encroachments," City shall have the right to impose a charge against Contractor in an amount equal to \$500.00 per violation per day. Prior to the imposition of any charge hereunder, City shall first provide a written notice to Contractor of the violation and setting forth a reasonable period of time for Contractor to cure the violation(s). In the event Contractor fails to cure any such violation within the time provided, City shall have the right, in addition to all other rights and remedies available to City, to deduct and withhold as a permanent forfeiture by Contractor the appropriate amounts from any payment otherwise due Contractor under this Contract.

7-1.02K(2) Wages: Pursuant to Labor Code sections 1770 *et seq.*, each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics. A copy of the schedule of prevailing wage rates can be obtained online at www.dir.ca.gov or from the Department of Transportation and Public Works at 69 Stony Circle, Santa Rosa.

Any laborer or mechanic employed to perform work on the public works project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing wage rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by the worker.

The foregoing specified prevailing wage rates are minimum rates only, and Contractor may pay any wage rate in excess of the applicable rate.

Pursuant to Labor Code Section 1775, Contractor as a penalty to the owner shall forfeit not more than \$200.00 for each calendar day, or a portion thereof, for each worker paid less than the prevailing wage rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

Contractor shall only provide prevailing wage reports upon written request from City.

7-1.02K(4) Apprentices: Contractor agrees to comply with Chapter 1, Part 7, Division 2, sections 1777.5 *et seq.* of the California Labor Code. These sections require contractors and subcontractors to employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice work for each five hours of journeyman work (unless an exception is granted in accordance with Section 1777.5), and the contractors and subcontractors shall not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry, or color. Only apprentices as defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice agreements will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the prime contractor for all apprenticeable occupations.

7-1.02K(6)(a)(1) Notice to Vendors: Attention is directed to the current OSHA Standards. All equipment, tools and materials which are furnished and/or installed as part of this Contract shall meet or exceed the aforementioned standards in order to be considered acceptable.

7-1.02K(6)(b) Excavation Safety: When the digging or excavation occurs during project construction, Contractor shall:

- a. Promptly notify City in writing of the following conditions before any such conditions are disturbed:
 1. Material that the Contractor believes may be hazardous waste as defined in Health and Safety Code section 25117 that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
 2. Subsurface or latent physical conditions at the site differing from those indicated in the Invitation for Bids; and
 3. Physical conditions at the site of any unusual nature, materially different from those ordinarily encountered and generally recognized as inherent in the type of work under the Contract.
- b. The City will investigate the conditions and will issue a change order under the terms of the Contract if it finds that the conditions warrant it.
- c. If a dispute arises between City and Contractor as to whether a change order is warranted, Contractor shall not be excused from any scheduled completion date provided for in the Contract, but shall proceed with all work to be performed under the Contract.

7-1.02K(6)(b)(1) Trench Excavation Safety Plans: When the estimated cost for the excavation of any trench or trenches five feet or more in depth will exceed \$25,000.00, Contractor shall submit to the Engineer in advance of excavation a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the construction safety orders, or if the trench is anticipated to be greater than 20 feet, the plan shall be prepared by a registered civil or structural engineer.

A permit to do the above described work shall be obtained from the State of California, Division of Industrial Safety. Proof of such permit shall be submitted to the Engineer prior to starting the trench work.

Full compensation for complying with the provisions of this section shall be considered as included in the Contract price and no additional allowance will be made for the work.

7-1.02K(6)(d) Confined Space Safety: Any confined space entry for this project, including but not limited to manhole or water storage tank entry, will require a confined space entry permit pursuant to Cal/OSHA regulations as set forth in title 8 California Code of Regulations (CCR) sections 5157 or 5158. Confined space entry shall have the meaning ascribed in title 8 CCR sections 5157 and 5158. For any confined space entry for construction operations regulated by title 8 CCR section 1502, Contractor shall comply with title 8 CCR section 5158, "Other Confined Space Operations." For any other confined space operations, Contractor shall comply with title 8 CCR section 5157, "Permit-Required Confined Spaces."

Attention is directed to the technical specifications in the Special Provisions for information regarding entry to any City maintained confined space. Pursuant to title 8 CCR section 5157, Contractor is required to obtain any available information regarding hazards and operations for any City maintained confined spaces. The City maintained Confined Space Entry Manual is available

for viewing at the City of Santa Rosa Water Department or Transportation and Public Works Department office at 69 Stony Circle, Santa Rosa.

Contractor shall immediately inform the Engineer of any previously unidentified hazards confronted or created during confined space entry.

7-1.02L(2)(a) Patents and Royalties: All fees, royalties, or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the work under this Contract shall be paid by Contractor. Contractor and its sureties shall protect and hold harmless City and its officers, agents, and employees from any and all demands made for such fees royalties or claims brought or made by any third party, and before the final payment is made on the account of the Contract, Contractor shall, if requested by City, furnish acceptable proof of a proper release from all such claims and liabilities.

Should Contractor, its officers, agents, or employees, or any one of them be enjoined from furnishing or using any invention, article, material, or plans supplied or required to be supplied or used under the Contract, Contractor shall promptly substitute other articles, materials, or appliances in lieu thereof of equal efficiency, quality, finish, suitability, and market value, and satisfactory in all respects to the Engineer. In the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use any such invention, article, materials, or plans as may be required to be supplied by the Contract, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for City, its officers, agents, and employees, or any one of them to use such invention, article, materials, or appliance without being disturbed or in any way interfered with by any proceeding in law of equity on account thereof. Should Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitutions or City may pay such royalties and secure such licenses and charge Contractor even though final payment under the Contract may have been made.

7-1.02M(3) Mined Materials: California Public Contract Code section 20676 prohibits surface mining operators which are subject to the Surface Mining and Reclamation Act of 1975 (SMARA) from selling California mined construction material to the City unless the operator is identified in a list referred as the **3098 List**. The List, which is maintained by the Department of Conservation's Office of Mine Reclamation (OMR), changes throughout the year and can be viewed at the OMR website: http://www.consrv.ca.gov/OMR/ab_3098_list/index.htm. To confirm whether or not a specific operator is on the List at any given time, Contractor shall call the OMR at (916)323-9198.

7-1.03A Maintaining Traffic: Attention is directed to Sections 7-1.04 of the Standard Specifications and to the following modifications thereof.

If construction is within City owned right-of-way, provisions shall be made for the safe passage of public traffic through the work site at all times consistent with the requirements of Santa Rosa City Code Chapter 13-04.

Except for projects to be performed under a minor contract, Contractor shall install and maintain project identification signs at each end of the project or as directed by the Engineer two weeks prior to any construction activity. City shall furnish the appropriate sign panels upon request from Contractor. To mount the sign panels, Contractor shall furnish and install 4" X 4" posts or mount by other appropriate methods as approved by the Engineer. These sign panels shall be returned to the City Corporation Yard at 55 Stony Point Road after completion of the project.

Two weeks prior to any construction activity, advance notice signs for road closures shall be furnished and installed by Contractor at each end of the project and shall remain in place throughout the duration of the subject closure. Details of panel construction and lettering shall be approved by the Engineer.

Contractor shall furnish, install, and maintain at its expense all barricades, signs, lights, and other devices necessary to adequately warn of any obstructions to the traveled and pedestrian way and provide flaggers as necessary for the safety of public traffic and pedestrians and to provide access to property adjacent to the work site and Contractor shall comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*) (ADA) and any regulations and guidelines issued pursuant to the ADA.

Contractor shall comply with the current edition of the California Manual of Uniform Traffic Control Devices (CA MUTCD) for all items related to traffic within the work site.

Rain and other occurrences that may cause the suspension or delay of the work shall in no way relieve Contractor of its responsibility to provide traffic control and public access through the work site as specified herein. At all times, Contractor shall keep at the work site such materials, forces and equipment as may be necessary to keep roads, streets, and driveways within the work site open to traffic and in good repair and shall expedite the passage of such traffic, using such forces and equipment as may be necessary.

Should Contractor fail, in the opinion of the Engineer, to provide all the materials, forces and equipment necessary to maintain traffic through the work site as set forth herein, City may take steps necessary to remedy any such failure, including but not limited to causing such work to be performed and/or suspending any further work under the Contract. Any such remedial cost and expense incurred by the City, plus an administrative charge of 15%, shall be immediately due and payable by Contractor and may be deducted from any amounts owed to Contractor hereunder. In the event there are insufficient sums owed to Contractor hereunder to cover the foregoing costs and charges, City shall have the right to pursue any other remedy to recover the same, including but not limited to, proceeding against any surety or bond in favor of City. City's rights under Section 7-1.02 are intended to be in addition to and not in lieu of any charges imposed by City against Contractor under Section 7-1.02A(1) above for violations of the Santa Rosa City Code.

Contractor shall be responsible for informing emergency response agencies operating within the area of the work of obstructions to either public or private roads caused by reason of Contractor's operations hereunder.

Contractor shall make provisions for the safe passage of pedestrians around the project work site at all times.

8 PROSECUTION AND PROGRESS

8-1.01A Assignments: Once awarded, this Contract shall not be transferred, assigned, or sub-contracted, except as herein expressly provided without the prior written consent of the City in the City's sole and absolute discretion. See Section 5-1.12 of the Standard Specifications.

8-1.04B Standard Start: Contractor shall begin work within ten calendar days after the date authorized in the Notice to Proceed and shall diligently prosecute the Contract to completion before the expiration of:

15 WORKING DAYS

8-1.05 Time: Working days will be counted beginning with the day the Contractor begins work or with the tenth day after the date authorized in the Notice to Proceed, whichever occurs first.

Prior to starting work, a pre job meeting is required and will be scheduled between the contractor and Traffic Division. A Traffic Control Plan, Spill Contingency Plan and Material Certificates are required prior to the pre job meeting or at least two weeks prior to start of work for approval.

Striping work is permitted day or night, Monday through Friday only, except no application of primer or thermoplastic may be done on arterial streets between the hours of 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. Any weekend work hours shall be approved by the project engineer prior to beginning the work.

City offices are closed every other Friday. However, materials testing, survey, water system and inspection services will be provided on those days (except holidays). Any additional costs that may be associated with office closure on every other Friday shall be the sole responsibility of Contractor and no additional compensation shall be allowed therefor.

8-1.10 Liquidated Damages: Contractor hereby agrees that Contractor shall pay to the City liquidated damages for each and every calendar day delay over and above the number of working days prescribed above for finishing the work in the amount shown in Section 8-1.10 of the Standard Specifications.

9 MEASUREMENT AND PAYMENT

9-1.04 Force Account Work: All work done on a force account basis shall be recorded daily on report sheets prepared by Contractor and signed by both the Engineer and Contractor. Such reports shall thereafter be considered the true record of force account work performed during the project. Such reports shall be furnished to the Engineer and a copy retained by Contractor.

All extensions of labor, equipment, and material costs shall be completed by Contractor and submitted to the Engineer within 30 days of the completion of the extra work. Completed and extended extra work reports received later than the times herein prescribed may be deemed invalid and rejected without payment at the discretion of the Engineer.

9-1.07 Payment Adjustments For Price Index Fluctuations: Any references to Opt Out of Payment Adjustments for Price Index Fluctuations in the Standard Specifications are deleted in their entirety.

9-1.16 Progress Payments – Major Contracts: Once each month for progress pay purposes for “major contracts” as defined in Santa Rosa City Code section 3.44-020, the City will prepare a written estimate of the total amount of completed work and accepted materials purchased by Contractor but not installed. The City shall retain five percent of such estimated value of the completed work and the unused materials and pay Contractor the balance after deducting all previous payments and all sums to be retained under the provisions of the Contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract or when, in the Engineer's judgment, the total value of the completed work since the last estimate is less than \$500.00. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Within 15 days after the completion of the work, the Engineer will prepare a written semi-final estimate of the proposed final quantities of work completed under the Contract and the value of such work and will submit such estimate to Contractor. The City shall retain five percent of such estimated value of the work done and shall pay to Contractor the balance after deducting all amounts to be retained under the provisions of the Contract.

The City may, at its option and at any time, retain out of any amounts due Contractor sums sufficient to cover any unpaid claims of City or others, provided that sworn statements of all non-City claims shall have been filed with the Director of Finance.

The City shall not make payments under this section for “minor contracts” as defined in Santa Rosa City Code section 3.44-020.

9-1.16E(6) Substitution of Securities for Withheld Amounts: Pursuant to Public Contract Code section 22300, securities may be substituted for any moneys withheld by City to ensure performance under this Contract, provided that substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmer's Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 USC sections 1921 *et seq.*), and where federal regulations or policies or both do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank as the escrow agent, which shall then pay such moneys to Contractor. The Director of Finance is authorized to execute substitution of securities agreements on behalf of the City. The City will return the securities to Contractor upon satisfactory completion of the Contract as determined by City in its sole discretion and the resolution of all outstanding claims against the securities. Contractor shall be

the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by Contractor and the City, provided that the substituted security is equal to or not less than five percent of the Contract amount.

Security substitutions must be submitted by Contractor and approved by City prior to the time of the first progress payment to be made under the Contract. No other method of substituting securities for retention will be accepted. The security substitution shall be done only upon execution of an agreement satisfactory to City which includes 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 Contractor;
and
- c. The procedure for return of securities upon completion of the Contract.

9-1.17D Final Payment and Claims: The processing of payment of the final estimate shall not be commenced less than 35 days after the date of recording of the Notice of Completion with the County Recorder's Office. Contractor is advised that it takes approximately ten days for a check to be issued following a request for payment.

Contractor shall submit its written statement of all claims for additional compensation under the Contract to the Engineer within 15 days after submission to Contractor of the semi-final estimate.

If Contractor does not file a claim within the 15 day period, or upon Contractor's approval, the Engineer will issue a final written estimate and the City shall pay to Contractor the entire sum due after deducting all previous payments, if any, and all amounts to be retained under the provisions of the Contract.

If Contractor files a claim within the 15 day period, the Engineer shall then consider and investigate such claim, and shall make such revision in the final quantities as the Engineer may find to be due, and shall then make and issue a final written estimate. The City will pay the amount due, after deducting all previous payments, if any, and amounts to be retained under the provisions of the Contract.

Any and all prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The final estimate shall be conclusive and binding against both parties to the Contract on all questions relating to the performance of the Contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

9-1.17D(3) Final Determination of Claims: Claims filed by Contractor shall be in sufficient detail to enable the Engineer to determine the basis and amount of the claims. If additional information is required by the Engineer, Contractor shall provide such information to the Engineer no later than the 15th day after receipt of the written request from the Engineer. If the 15th day falls on a weekend, holiday, or day City offices are closed, then the information shall be provided to the Engineer no later than close of the next business day. Failure to submit the requested information to the Engineer within the time specified will be sufficient cause for denying the claim.

Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim

investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions in the claims. Failure to grant access to such records shall be sufficient cause for denying the claims.

Claims submitted by Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code sections 12650 *et seq.*, the undersigned,

_____,
(Name)

_____ of
(Title)

(Contractor)

hereby certifies that the claim for additional compensation made herein is supported by a true statement of the actual costs incurred and time expended on this project, and is fully documented by records maintained by Contractor.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day of

Notary Public

My Commission Expires _____

Failure to submit the notarized certificate will be sufficient cause for denying the claim.

Any claim for overhead expenses, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the City at its discretion.

Any costs or expenses incurred by the City in reviewing or auditing any claims that are not supported by Contractor's cost accounting or other records shall be deemed to be damages incurred by the City within the meaning of the California False Claims Act.



TECHNICAL SPECIFICATIONS

FOR

**2016 PAVEMENT MARKING AND
MONTECITO BLVD BIKE ENHANCEMENTS**

CONTRACT NO. C02053

2016

SECTION 12

TEMPORARY TRAFFIC CONTROL

12-1.01 Description:

Construction area traffic control devices shall be installed and maintained in accordance with the applicable sections of these Special Provisions, the Standard Specifications, the current Edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), the Americans with Disabilities Act (ADA) and as directed by the Engineer.

12-3.02 Traffic Control Plan:

Prior to commencing construction which will affect existing vehicular and pedestrian traffic, the Contractor shall submit for review by the Engineer, Traffic Control Plans on 11" x 17" sheets of paper which contains only information specifically related to work zone vehicular and pedestrian traffic control. If the Contractor proposes to use the current edition of the CA MUTCD published by Caltrans in lieu of a traffic control plan, in specific work operations, they shall submit in writing for consideration which Typical Application Diagram will be used and how it will be applied for each work operation. Traffic Control Plans or proposals shall be submitted for review at least two weeks prior to start work.

Traffic Control Plans shall contain a title block which contains the Contractor's name, address, phone number, project superintendent's name, contract name, dates and hours traffic control will be in effect, and a space for review acknowledgment.

The content of the Traffic Control Plan shall include, but is not limited to, the following:

- A. Show location and limits of the work zone.
- B. Give dimensions of lanes affected by traffic control that will be open to traffic.
- C. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans Standards.
- D. Dimension location of signs and cone tapers.
- E. Identify side streets and driveways affected by construction and show how they will be handled.
- F. Show how pedestrian traffic will be handled through the construction site. Pedestrian pathways through the work zone shall be in compliance with the requirements of ADA during and after work hours.
- G. Identify message board locations. A minimum of 3 changeable message boards shall be required. Location to be determined by Engineer.
- H. Demonstrate how two-way traffic will be maintained.

No work except for installation of project identification signs will be allowed to commence prior to approval of the Work Zone Traffic Control Plan.

12-1.03 Traffic Control:

The project Inspector will determine on a daily basis if work is being performed to the City's satisfaction. If any tracking occurs and the Contractor fails to correct the problem or prevent future tracking concerns or the City is not satisfied in any way, Contractor will be required to remove tracking per section 84 of these Contract Specifications and provide additional traffic control measures (approved by the City) thereafter to prevent tracking for the remainder of work, at their cost and no additional allowance will be made therefore.

Attention is directed to Section 7-1.08, "Maintaining Traffic", to Section 5-1.05, "Order of Work," of these Special Provisions.

Exact locations of Project Identification signs and Advance Notice signs (Section 7-1.08 "Maintaining Traffic") shall be determined in the field by the Engineer.

The Contractor shall keep the City of Santa Rosa Fire Department informed regarding the closure of any traveled way. At a minimum, the Contractor shall call the Fire Department at 543-3535 **and** the Communications Center at 543-3666 **daily** to report any traveled way closure. This means immediately upon closure for that day and again immediately after removal of the closure. For closures over multiple days, the daily notification still applies. This requirement does not apply for single lane closures on multiple lane streets.

If the Contractor has been given an approved Traffic Control Plan that includes road closures, they shall maintain vehicular access to homes and other properties where work is in progress within the closure area.

12-4 MEASUREMENT AND PAYMENT

12-4.01 Payment:

Traffic Control shall be paid for at the contract **lump sum (LS)** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in **vehicular and pedestrian** traffic control, including but not limited to, providing, placing, maintaining, and removal of temporary paths and/or ramps, temporary relocation of regulatory signs, as specified herein, and no additional allowance will be made therefore.

[Version: 04/29/15 DCM STD2010]

SECTION 14

ENVIRONMENTAL STEWARDSHIP

14-9.03 Description:

Attention is directed to the provisions in Section 14, "Environmental Stewardship", of the Standard Specifications.

14-9.03A Dust Mitigation Measures:

1. All dust-producing work and unpaved construction sites shall require a minimum watering in the middle and ending of each workday. The frequency of watering shall increase if dust is airborne. Watering shall not produce runoff.
2. Contractor shall maintain dust control to the satisfaction of the Engineer, 7 days a week, 24 hours per day.
3. At the end of each work day the Contractor shall thoroughly sweep all streets in the work zone to minimize airborne dust.
4. At the end of each work week the Contractor shall sweep all streets in the work zone with a commercial street sweeping truck equipped with a rear pick up broom.
5. At the Engineer's discretion additional sweeping or watering may be required, including the use of a commercial street sweeping truck equipped with a rear pick up broom, at any time or place.

14-9.03B Payment:

All water required or necessary for the performance of work under this contract must be legally obtained and furnished by the Contractor. Prior to obtaining water from the City water system the Contractor shall obtain a Water Use Permit and rent a hydrant or bridge meter. The Contractor is responsible for any deposits required, permits and moving fees, and the cost of all water obtained.

Full compensation for conforming to this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed.

[Revised: 05/18/15-DCM STD2010]

SECTION 15 EXISTING FACILITIES

15-1.02 Preservation of Property:

Existing facilities which are to remain in place shall be protected in accordance with these provisions. Attention is directed to Sections 7-1.11, "Preservation of Property", and 7-1.12, "Indemnification and Insurance," of the California Standard Specifications and Section 84-1.04, "Protection from damage."

Existing Reflective Pavement Marking Tape and Raised Pavement Markers or existing Raised Pavement Markers on Yellow center line installation shall be protected from application of sprayed thermoplastic and damage resulting from the Contractor's operation. An amount of \$10 per damaged raised pavement marker and \$5 per linear foot of painted tape will be deducted from the amount due the contractor as just compensation to the City for replacement or lost product life.

15-2.02C Remove Pavement Markers:

Existing pavement markers shall be removed from the existing road surface in their entirety by grinding. The use of a Schibeci Polyplaner or approved equivalent shall be used for the removal of pavement markers. Material deposited on the pavement as a result of the removal shall be removed as work progresses. The Contractor shall be responsible for their proper disposal away from the site of work. Existing pavement markers may be removed not more than three days prior to the permanent restriping of the street.

Care shall be taken not to remove any more asphalt concrete pavement than is necessary.

The Contractor shall provide, install and maintain temporary reflective pavement markers on the same day as the existing permanent markers are removed or as directed by the Engineer and maintain this temporary delineation until final pavement markers are in place. Temporary markers shall be reflective, self-adhesive plastic. All temporary markers shall be maintained by the Contractor until placement of permanent pavement markers. All temporary markers shall be removed immediately after permanent markers are in place.

15-3.04 Payment:

Full compensation for conforming to the provisions of this section shall be considered as included in the price paid for the various contract prices paid for various contract items of work and no additional allowance will be made therefore.

(STD2010)

SECTION 56

SIGNS

56-2.01 Description:

Street name signs and traffic regulatory signs and hardware which are not to be mounted on traffic signal mast arms or poles shall be provided and installed by the Contractor at the locations shown on the plans per Part II of the City Traffic Standards.

Traffic regulatory R81 Bike Lane sign's dimensions shall be 18" x 24".

Existing signs to be removed shall be salvaged. The Contractor shall deliver salvaged signs to the City Corporation Yard – Sign Shop at 55 Stony Point Road.

Existing traffic regulatory, guide, and warning signs shall be relocated as shown on the plans by the Contractor in accordance with the City Traffic Standards, as directed by the Engineer.

Where signs are shown on the plans as relocated or removed from existing sidewalk, the sign's post (as needed) shall be removed, ground flush with the existing sidewalk surface, and the void filled with grout.

Holes left in the roadway surface from the removal of in-street sign base anchor bolts shall be filled with enough raised pavement marker bitumen adhesive to seal the void left in the asphalt concrete surface.

Install Street Sign, Removal of Street Sign, and Relocate Street Sign will be paid for at the contract price **each (EA)**, which price shall include full compensation for furnishing all labor, materials, tools and equipment including new threaded 2" pole and extensions (as needed), mounting hardware, foundations, and bases, and doing all work involved in providing and installing signs, removing existing street signs, including salvage, removing (when specified per plans) and grinding existing sign pole and grouting sidewalk (as needed), removing existing anchor bolts of existing in-street signs and sealing voids in pavement complete as specified herein, and no additional allowance will be made therefore.

Install New Pole for the purpose of supporting traffic regulatory signs will be paid for by the contract price **each (EA)**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in providing and installing poles complete as specified herein and no additional allowance will be made therefore.

SECTION 84

TRAFFIC STRIPES AND PAVEMENT MARKINGS

84-1.01 Description:

Striping work is permitted day or night, Monday through Friday only, except no application of **primer or thermoplastic** may be done on arterial streets between the hours of 7:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. On Montecito Blvd., lane closures will be permitted between the hours of 8:30 a.m. and 4:00 p.m. only. Only one lane at a time may be closed and no lanes shall be closed at any other hours unless specifically approved by the engineer. The contractor shall maintain vehicle access to homes and other properties at all time in progress. Any weekend work hours shall be approved by the project engineer prior to beginning the work.

Existing traffic stripes (including pavement markers), and pavement markings in conflict with proposed striping shall be removed. Eradication of painted, tape, and thermoplastic pavement markings shall be by grinding.

Traffic stripes and pavement markings shall conform to the applicable provisions of Section 84 of the Standard Specifications, the City Traffic Standards, and these Special Provisions and shall be done at the locations shown in Exhibit "A" of the contract.

All existing traffic stripes, pavement markings and pavement markers disturbed during this contract work, which are not shown on the plans as being replaced, shall be replaced in kind to the satisfaction of the Engineer at the Contractor's expense.

Thermoplastic turn arrows shall be installed as "City" style arrows by placing material in 12" wide arc's and lines to construct arrows as shown on the plans. The arrow dimensions shall be per Std. Plan A24A for Type IV and Type VII pavement marking arrows.

84-1.01B Definitions:

Traffic stripe: A longitudinal centerline or a longitudinal lane line used for separating traffic lanes in the same direction of travel or in the opposing direction of travel or a longitudinal edge line marking the edge of the traveled way or the edge of a lane at a gore area separating traffic at an exit or entrance ramp. A traffic stripe is a traffic line as shown.

Pavement marking: A transverse marking such as (1) a limit line, (2) a stop line; or (3) a word, symbol, shoulder, parking stall, or railroad grade crossing marking.

84-1.04 Protection from Damage: Attention is directed to Section 7-1.11, "Preservation of Property" and Section 7-1.12, "Indemnification and Insurance" of the California Standard Specifications and Section 15, "Existing Highway Facilities".

84-2 Thermoplastic Traffic Stripes and Pavement Markings: Exhibit "A" consists of applying **primer and white sprayed thermoplastic** over existing 4" white edge lines and 6" white bike lane lines per the current edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

The Contractor shall be responsible for cleaning all surfaces prior to application of **primer and sprayed thermoplastic**. Cleaning shall consist of, but not be limited to, removal of all gravel and loose material in order to achieve proper application of **primer and sprayed thermoplastic**. The Contractor shall also be responsible for trimming weeds, branches and bushes that would interfere with the application of a sprayed thermoplastic line. The Contractor shall be responsible for disposal of all vegetation debris and any other miscellaneous materials as a result of clean up. All trimming and removal shall be kept to a minimum and shall be done in a neat and clean manner.

6-Inch Bike Lane Marking and 4-Inch Edge Line Marking shall be sprayed white thermoplastic. Thermoplastic must comply with State Specification PTH-02SPRAY. Glass beads used for reflectorized lines shall be mechanically applied and shall conform to State Specification No. 8010-004 (Type II) per Section 84-2.02.

Primer must comply with the thermoplastic manufacture's recommendations. Do not thin the primer.

For each batch of sprayed thermoplastic material, submit:

1. Certificate of compliance;
2. METS notification letter stating that the material is authorized for use; and
3. MSDS

Copies of the glass bead certificates shall reference the Caltrans Standard Specifications numbers of each product being used on this contract and shall be provided to the Engineer for approval prior to the pre job meeting or at least two weeks prior to the start of work. Application of primer and sprayed thermoplastic shall not be performed when the atmospheric temperature is below 50°F, nor when it can be anticipated that the atmospheric temperature will drop below 50°F, during the drying period.

Thermoplastic material for 4-inch Edge Line Marking and 6-Inch Bike Lane Marking shall be applied at a minimum thickness of 0.060".

All lines shall be clean and sharp as to dimensions. Ragged ends of segments, fogginess along the sides or objectionable dribbling where thermoplastic is not to be applied shall not be permitted.

The finished product have an opaque appearance with no black or other discolorations showing through. Any smears or "tracked" thermoplastic, as evidence by one mark or a series of marks left by anyone or anything that has passed subsequent to the new thermoplastic installation, shall be removed by the Contractor to the satisfaction of the Project Engineer. Any excessive glass bead spills shall be removed upon completion of the street segment.

The Contractor shall take all reasonable precautions to protect the thermoplastic during drying time and shall be required to remove all objectionable tracking at their own expense.

Removal of any thermoplastic shall be by grinding. Painting out is not permitted. All removal shall be in such a manner that any marks left due to the removal process does not appear to be phantom or shadow marks. All removal shall be done to the satisfaction of the Engineer.

Existing stripes and pavement markings which are damaged by the work shall be replaced by the Contractor at their own expense, except as described in 15-1.02.

Prices for the traffic stripes and pavement markings stated above shall include full compensation for furnishing all glass beads, and thermoplastic pavement marking materials, equipment, tools, and labor, and doing all the work involved as specified herein, and no additional allowance will be made therefore.

84-2.03 Sprayable Thermoplastic:

Apply sprayable thermoplastic under State Specification PTH-02SPRAY at a temperature from 350 to 400 degrees F.

Apply sprayable thermoplastic at a rate of at least 0.13 lb/ft of 4-inch wide solid stripe.

The applied sprayable thermoplastic material must be at least 0.040 inch thick.

84-4.04 Measurement:

The quantity of traffic stripes will be measured along the line of the traffic stripe in place, with no deduction for the gaps in the broken (or dashed) portions of traffic stripes.

Thermoplastic Bike Lane Symbol & Bike Lane Arrow pavement markings shall be combined as one symbol and shall be counted as one unit.

84-1.09 Payment:

4" White Sprayed Thermoplastic Edge Line and 6" White Sprayed Thermoplastic Bike Lane Line (Exhibit "A") shall be paid for at the contract price per **linear foot (LF)**, which price shall include furnishing and application of all primer, thermoplastic, and glass beads, furnishing all equipment, tools, and labor, and doing all the work involved as herein specified, including cleaning of pavement, vegetation removal/trimming, removal of "tracked" application of sprayed thermoplastic and replacement of damaged stripes and markings, and no additional allowance will be made therefore. Any incomplete portions of Exhibit "A" items will result in a \$5 per linear foot deduction from the contract price.

12" Thermoplastic Crosswalk (yellow) and Thermoplastic Limit Line – Crosswalk (White) pavement markings shall be paid for at the contract price per **linear foot (LF)**.

Thermoplastic Pavement Markings (Words and Symbols) will be paid at the contract price per **square foot (SF)**.

Thermoplastic Arrow (City) – Type IV and **Thermoplastic Arrow (City) – Type VII** pavement markings shall be paid for at the contract unit price **each (EA)**.

Thermoplastic Bike Lane Symbol & Bike Lane Arrow combined pavement markings (one unit) shall be paid for at the contract unit price **each (EA)**.

Thermoplastic Bicycle Loop Detector Symbol pavement markings shall be paid for at the contract unit price **each (EA)**.

8" Thermoplastic Channelizing Line pavement marking shall be paid for at the contract price per **linear foot (LF)**.

Thermoplastic Sharrow Marking Symbol shall be paid for at the contract unit price **each (EA)**.

Prices for the traffic stripes and pavement markings stated above shall include full compensation for furnishing all glass beads, and thermoplastic pavement marking materials, equipment, tools, and labor, and doing all the work involved as herein specified, including eradication of existing traffic stripes (including pavement markers), temporary traffic stripes and pavement markings in conflict and replacement of damaged stripes and markings, and no additional allowance will be made therefore.

SECTION 85 PAVEMENT MARKERS

85-1.01 Description:

Raised pavement markers shall be placed in conformance to the details and at the locations shown on the plans and in accordance with the applicable provisions of Section 85 of the Standard Specifications, these Special Provisions, and the City of Santa Rosa Traffic Standards.

The exact locations and limits of raised pavement markers will be determined in the field by the Engineer.

Existing raised pavement markers conflicting with the proposed striping shall be removed immediately prior to placement of new markers.

All divots (1/2" in depth or greater) in the roadway surface caused by removal of raised pavement markers shall be filled with enough raised pavement marker bitumen adhesive to replace any asphalt which comes off with the removal of the pavement marker, leaving a level driving surface.

At each fire hydrant location, one blue reflective pavement marker shall be placed six (6) inches from the centerline stripe, or approximate center of the pavement where there is no centerline stripe, on the side nearest the fire hydrant.

At each existing traffic stripe, pavement markings and pavement markers disturbed during this contract work, which are not shown on the plans as being replaced, shall be replaced in kind to the satisfaction of the Engineer at the Contractor's expense.

85-1.02 Materials

85-1.02B Non-Reflective Pavement Markers:

Non-reflective pavements markers shall be ceramic, conforming to the specifications of Section 85-1.02B(3) of the Standard Specifications.

85-102C Retroreflective Pavement Markers:

Retroreflective pavement markers shall conform to the specifications of Section 85-102C of the Standard Specifications.

85-1.02D Hot Melt Bituminous Adhesive:

A hot melt Bituminous Adhesive shall be used to cement the markers to the pavement instead of the RapidSet or Standard Set Type Adhesive.

Indirectly heat hot melt bituminous adhesive in an applicator with continuous agitation or recirculation. Do not heat hot melt bituminous adhesive above the manufacturer's maximum safe heating temperature.

Place pavement markers immediately after applying hot melt bituminous adhesive. Remove any adhesive from the marker's exposed lenses using a soft rag moistened with the manufacturer's recommended solvent.

The Bitumen adhesive material shall conform to the specifications of Section 85-102D of the Standard Specifications.

85-1.05 Payment:

Raised Pavement Markers, Non-Reflective and Reflective, shall be paid for at the contract unit price **each (EA)**, which price shall include full compensation for finishing all labor, materials, tools and equipment, and doing all work involved in placing raised pavement markers, complete in place including adhesives, removing existing pavement markers, and no additional allowance will be made therefor.

The work involved in installing and maintaining reflective self-adhesive temporary traffic stripes and pavement markings shall be considered as included in the price paid for Traffic Control and no allowance will be made thereof.

SECTION 121 NOTIFICATION

121-1.01 Notification:

The Contractor shall notify the Project Engineer or Project Inspector of any work to be performed on any given work day either on the afternoon of the prior working day or before 8:30 a.m. on the given working day. Any work completed for which the Engineer has not received prior notification of its scheduling MAY NOT BE ACCEPTED FOR PAYMENT.

121-1.02: On Montecito Blvd., the Contractor shall notify in writing all residents and business owners 2 weeks in advance of any construction work on their street or in front of their homes or businesses. The Contractor shall notify: what type of work will be taking place, at what time, how long, and the potential impacts it will have on them. A copy of the proposed notification shall be submitted to the Engineer prior to distribution for review and approval. Seventy-two (72) hours prior to construction, the Contractor shall follow up the initial 2 week notification by placing door hangers at the residences and businesses on the affected streets, including each individual apartment in multi-dwelling units, stating what type of work is taking place, what time the work will begin, how long it will take, when, where, and how parking will be restricted, and the potential impacts it will have. A copy of the proposed notification shall be submitted to the Engineer prior to distribution for review and approval.

If the work is not completed on the day scheduled, the Contractor shall re-notify and re-post for Montecito Blvd.

Daily work that is completed shall be called into the Project Inspector each morning before 8:00 a.m. with a description of the work and the associated item numbers from Exhibit "A". A voice message with completed item numbers and description of work is acceptable.

121-3.01 Payment:

Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

[Version: 10/13/14-CDA STD2010]

EXHIBIT "A"

Street Name		Range	4" Edge Line Length (Linear feet)	6" Bike Lane Line Length (Linear feet)
1	Armory Drive (See note #1)	Carrillo St to Ridgway Ave (northbound & southbound)	600	1,000
2	B Street	Healdsburg Ave to Fourth Street (northbound to southbound)	585	160
3	Baird Road	125' north of Rincon Ave to Badger Rd (northbound & southbound)	1,590	
4	Bellevue Avenue	Moorland Ave to Stony Point Rd (eastbound & westbound)	10,405	1,285
5	Boyd Street	Sebastopol Rd to Barham Ave (northbound & southbound)	1,630	
6	Brookwood Avenue	Kawana Springs Rd to Tokay St (northbound & southbound)	725	725
7	Brookwood Avenue	Tokay St to Linwood Ave (northbound)	1,525	1,525
8	Calistoga Road	Montecito Ave to City Limits (northbound & southbound)	1,200	2,390
9	Carrillo Street (See note #2)	Glenn St to Mendocino Ave (eastbound & westbound)	2,600	
10	Cleveland Avenue	Coddington to Guerneville Rd (northbound)		700
11	Edwards Avenue	Cleveland Ave to Range Ave (eastbound)	1,020	
12	Finley Avenue	Leddy Ave to Fresno Ave (eastbound)	2,030	
13	Fresno Avenue	Sebastopol Rd to Finley Ave (4" northbound & 6" southbound)	1,690	445
14	Hall Road	Fulton Rd to City Limits (eastbound & westbound)	1,405	570
15	Healdsburg Avenue	College Ave to B Street (northbound & southbound)	450	785
16	Hoen Avenue	Farmers Lane to Broolside Dr	3,300	
16	Hoen Avenue/Frontage Road	Farmers Ln to Hoen Ave (eastbound & westbound)	220	3,100
17	Kawana Springs Road	Franz Kafka Ave to Brookwood Ave (eastbound & westbound)	1,155	3,620
18	Liscum Street	Muledeer Ln to Bellevue Ranch (northbound & southbound)	1,750	

EXHIBIT "A"

Street Name		Range	4" Edge Line Length (Linear feet)	6" Bike Lane Line Length (Linear feet)
19	Parsons Drive (See note #2)	Terrace Way Elizabeth Way (eastbound & westbound)	6,280	6,280
20	Parsons Drive (See note #2)	Elizabeth Way to Montecito Ave (eastbound & westbound)	1,560	1,560
21	Petaluma Hill Road	Yolanda Ave To City Limits (northbound & southbound)		3,140
22	San Miguel Road	Fulton Rd to Dancing Penny Way (eastbound & westbound)	1,860	
23	San Miguel Road	Francisco Ave to Coffey Ln (eastbound & westbound)	4,810	
24	Sonoma Avenue	Yulupa Ave to Summerfield Rd (eastbound & westbound)	4,185	4,545
25	Sonoma Avenue	Santa Rosa Ave to Hahman Dr (eastbound & westbound)	10,780	14,125
26	S.A. Street	Santa Rosa Ave to Sonoma Ave (eastbound & westbound)	1,060	2,140
27	St. Andrews Dr	Petaglen Pl to Lakebriar Pl (northbound & southbound)	775	
28	St. Frances Drive	Yerba Buena Rd to Hwy 12 (northbound & southbound)	6,310	
		Total	71,500	48,095
	Note #1 Apply line at 4" and not 6"			
	Note #2 Apply two coats on 4" and 6"			
	Note #3 Apply two coats on the 4" only			

[illegible]

SCALE:	NTS	DATE:	AUG2016
DWN BY:	PAP	CHK BY:	RS

APPROVED: *Robert Sornik* Deputy Director – Traffic Engineering
 _____ Date *8/22/16*
 Robert Sornik

City of Santa Rosa

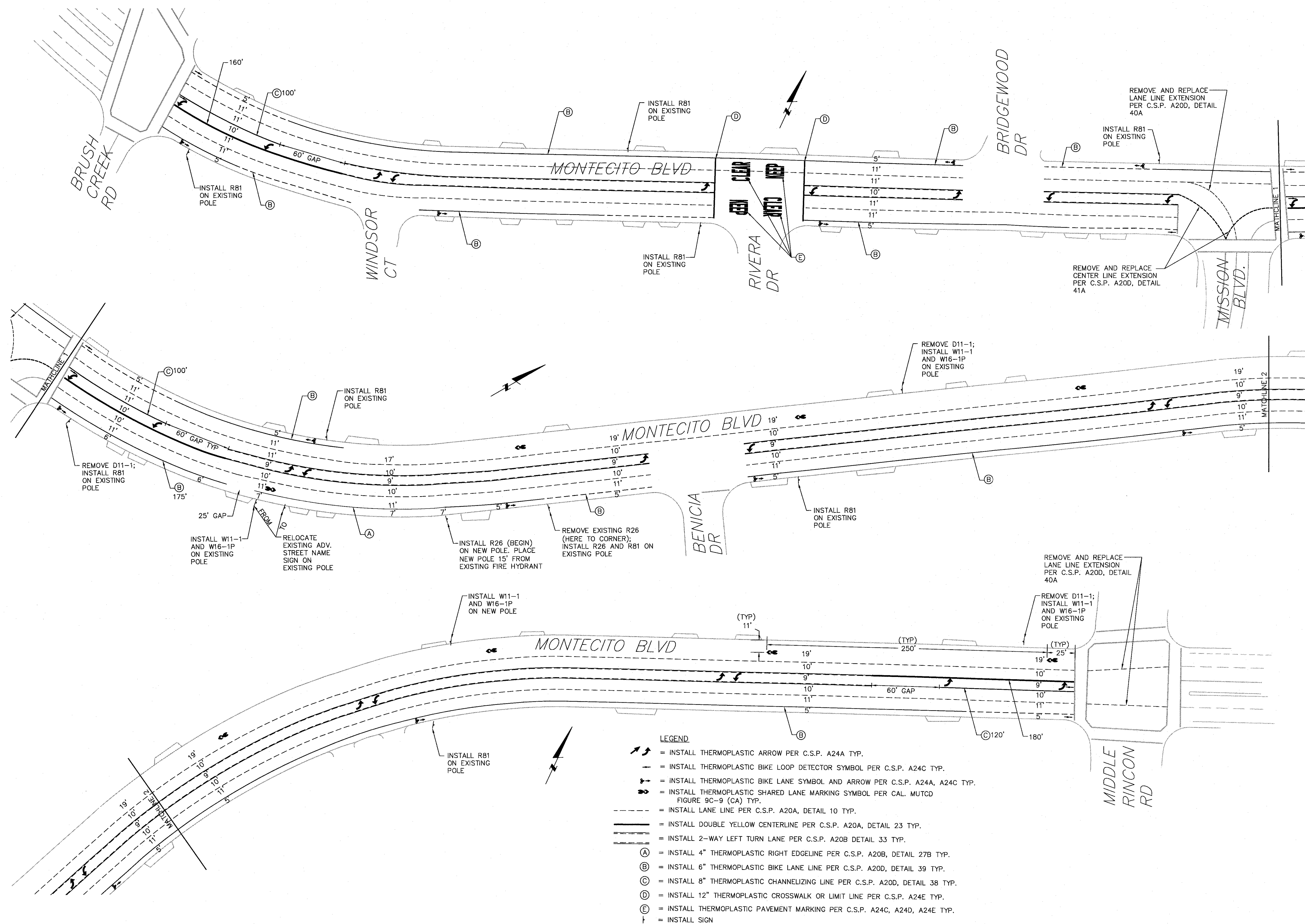
MONTECITO BLVD BIKE LANES

BRUSH CREEK RD TO

MIDDLE RINCON RD

STRIPING PLANS

CONTRACT NO.	
C02053	
SHEET 1 OF 1	
FILE NO. 2016-0035	



BID FORMS

CITY OF SANTA ROSA

STATE OF CALIFORNIA

2016 PAVEMENT MARKING AND MONTECITO BLVD BIKE ENHANCEMENTS

The work to be performed and referred to herein is in the City of Santa Rosa, California and consists of improvements to be constructed in accordance with the provisions of the Invitation for Bids, containing the Notice to Bidders, the Special Provisions, the Project Plan(s), the Bid Forms and the Contract, all of which are by reference incorporated herein, and each Addendum, if any is issued, to any of the above which is also incorporated by reference herein.

TO THE AWARD AUTHORITY OF THE CITY OF SANTA ROSA

The undersigned, as bidder, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that Contractor has carefully examined the Project Plans, Invitation for Bids and conditions therefor, and is familiar with all bid requirements, that Contractor has examined this Contract and the provisions incorporated by reference herein, and Contractor hereby proposes, and agrees that if its bid is accepted by the City, Contractor will provide all necessary machinery, tools, apparatuses, and other means of construction, and to do all the work and furnish all the materials and services required to complete the construction in accordance with the Contract, the Special Provisions, the Project Plan(s), and Addenda to any of the above as incorporated by reference, in the time stated herein, for the unit prices and/or lump sum prices as follows:

UNIT PRICE SCHEDULE

2016 PAVEMENT MARKING AND MONTECITO BLVD BIKE ENHANCEMENTS

NAME OF BIDDER: _____

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	TRAFFIC CONTROL	1	LS	\$_____	\$_____
2	INSTALL STREET SIGN, REMOVAL OF STREET SIGN, AND RELOCATE STREET SIGN	20	EA	\$_____	\$_____
3	INSTALL NEW POLE	2	EA	\$_____	\$_____
4	4" WHITE SPRAYED THERMOPLASTIC EDGE LINE (EXHIBIT "A")	71,675	LF	\$_____	\$_____
5	6" WHITE SPRAYED THERMOPLASTIC BIKE LANE LINE (EXHIBIT "A")	51,681	LF	\$_____	\$_____
6	12" THERMOPLASTIC CROSSWALK (YELLOW) AND THERMOPLASTIC LIMIT LINE - CROSSWALK (WHITE)	108	LF	\$_____	\$_____
7	THERMOPLASTIC ARROW (CITY) - TYPE IV AND THERMOPLASTIC ARROW (CITY) - TYPE VII	23	EA	\$_____	\$_____
8	THERMOPLASTIC BIKE LANE SYMBOL & BIKE LANE ARROW	11	EA	\$_____	\$_____
9	THERMOPLASTIC BICYCLE LOOP DETECTOR SYMBOL	7	EA	\$_____	\$_____
10	8" THERMOPLASTIC CHANNELIZING LINE	320	LF	\$_____	\$_____
11	THERMOPLASTIC SHARROW MARKING SYMBOL	8	EA	\$_____	\$_____
12	RAISED PAVEMENT MARKERS, NON-REFLECTIVE	2,171	EA	\$_____	\$_____
13	RAISED PAVEMENT MARKERS, REFLECTIVE	405	EA	\$_____	\$_____
14	THERMOPLASTIC PAVEMENT MARKING (WORDS AND SYMBOLS)	102	SF	\$_____	\$_____
Total Base Bid (Sum of "Total Price" Column)					\$_____

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the "Total" column. In case of discrepancy between the sum of the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column shall prevail. The bid comparison will be based on the sum of the "Total" column for each bidder.

If this Contract Bid is accepted by the City and the undersigned fails to execute the Contract and to give all the bonds required under the Contract, with a surety satisfactory to the Award Authority of the City of Santa Rosa, within ten calendar days after bidder has received the Notice of Award from the Engineer, then the Award Authority may, at its option, determine that the bidder has abandoned the Contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this bid shall be in accordance with California Public Contract Code section 20172.

The undersigned understands and agrees that the City is not responsible for any error or omissions on the part of the undersigned in making this bid.

The bidder to whom the Contract is awarded agrees to execute the Contract in favor of the City, in the form attached, and to deliver any and all required bond(s) and insurance certificates within ten calendar days from the date of Contractor's receipt of the Notice of Award. Following the award of the Contract, Contractor shall commence work within ten calendar days from the day authorized in the Notice to Proceed and diligently prosecute the same to completion in accordance with Section 8-1.04.

LIST OF SUBCONTRACTORS

NAME OF BIDDER: _____

The following is a list of each subcontractor who will perform work or labor or render services to the undersigned for the construction of the project in an amount in excess of ½ of 1% of the total amount of this bid.

The undersigned agrees that any portion of the work in excess of ½ of 1% of the total amount of this bid and for which no subcontractor is designated herein will be performed by the undersigned.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK (ITEM NO.)

LIST OF PREVIOUS SIMILAR JOBS

NAME OF BIDDER: _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

NOTE: The above Noncollusion Declaration is part of the Contract Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Declaration.

BID BOND AFFIDAVIT AND BIDDER'S SIGNATURE PAGE

Accompanying this bid is a guaranty in the form of (Notice: Insert the words "cash \$," "Cashier's Check," "Certified Check," or "Bidder's Bond" as the case may be):

in an amount equal to at least ten percent of the total of this bid.

The undersigned further agrees that if Contractor does not execute the Contract and deliver the necessary bonds to the City within the period of time specified in this Invitation for Bids, the proceeds of the security accompanying this bid shall become the property of the City of Santa Rosa, California, and this bid and the acceptance thereof may, at the option of the City, be considered null and void.

The undersigned is licensed in accordance with an act providing for the registration of Contractors, License No. _____, Class _____, expiration date _____.

The undersigned is registered with the Department of Industrial Relations, Registration No. _____.

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager of the corporation; if a partnership, state true name of partnership, also the names of all partners in the partnership; if the bidder is a sole proprietor, state the business name and the proprietor's name in full.

Secretary of State Business Entity Number: _____.

Business Address

Telephone Number

I declare under penalty of perjury that the foregoing is true and correct.

BIDDER'S SIGNATURE: _____

TITLE: _____

DATE: _____

CONTRACT

CITY OF SANTA ROSA

CALIFORNIA

CONTRACT NO. C02053

2016 PAVEMENT MARKING AND MONTECITO BLVD BIKE ENHANCEMENTS

This Contract is made and entered into as of date to be added upon award at Santa Rosa, California, between the City of Santa Rosa ("City") and _____ of _____ ("Contractor").

ARTICLE I - For and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the required bonds hereunto annexed, Contractor agrees that for the benefit of City, at its own cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the Special Provisions to be furnished by City, necessary to construct and complete the work herein described in a good, workmanlike, and substantial manner. The work embraced herein shall be done in accordance with the Standard Specifications of the State of California Department of Transportation, dated 2010, insofar as the same may apply (Standard Specifications); in accordance with the City of Santa Rosa Construction Specifications for Public Improvements (City Specifications); in accordance with the City of Santa Rosa Design and Construction Standards, (City Standards); in accordance with the State of California Department of Transportation Standard Plans, dated 2010 (Standard Plans), (collectively, "Contract Documents") and in accordance with the Special Provisions hereinabove set forth, all of which are hereby incorporated into and made part of this Contract.

The work to be performed is further shown upon a plan consisting of 1 sheet entitled, 2016 Pavement Marking and Montecito Blvd Bike Enhancements, City File Number 2016-0035, approved by the Deputy Director of Transportation and Public Works, hereinafter referred to as the Project Plan(s).

ARTICLE II - Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract; also for all loss or damages arising out of the nature of the work aforesaid, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by City and for all expenses incurred by or in consequence of the suspension or discontinuance of work, and for well and faithfully completing the work, and the whole thereof in the manner and according to the Project Plans and Invitation for Bids therefor, and the requirements of the Engineer under them to wit:

ITEM NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
			\$ _____	\$ _____
TOTAL BASE BID (SUM OF "TOTAL" COLUMN)			\$ _____	

**BID ITEMS IN THIS SECTION WILL BE INSERTED
UPON AWARD OF THE CONTRACT AND SHALL BE
THE SAME AS THOSE BID UPON.**

ARTICLE III - City and Contractor hereby promise and agree that Contractor shall provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and City hereby agrees to pay for the same at the time, in the manner, and upon the conditions set forth; and the parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to full performance of the covenants herein stated.

ARTICLE IV - By execution of this Contract, Contractor hereby represents and certifies that Contractor is aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor hereby agrees to comply with such provisions before commencing the performance of the work of this Contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that the Invitation for Bids, containing the Notice to Bidders including any required Bonds, the Contract Documents, and any Addenda are all essential parts of this Contract and are specially referred to and by such reference made a part hereof. In the event of any conflict in the provisions thereof, the terms of said documents shall control each over the other, in the following order:

1. Special Provisions
2. Project Plans
3. City Standards
4. City Specifications
5. Standard Specifications
6. Standard Plans

ARTICLE VI - Contractor agrees to commence work pursuant to this Contract within ten calendar days from the date authorized in the Notice to Proceed and to diligently prosecute the same to completion in accordance with Section 8-1.04C of the Special Provisions.

This Contract shall not be transferred or assigned without the prior written consent of City, which may be withheld by City in its sole and absolute discretion.

If Contractor is a corporation, two corporate officers of Contractor, one from each of the following two groups shall execute this Contract: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The name and title of the corporate officers shall be printed under the signature.

In witness whereof, the parties hereto have executed this Contract as of the date first written above.

City:

City of Santa Rosa,
a Municipal corporation

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Approved as to form:

By: _____

Office of City Attorney

Contractor:

Name of Contractor,
Type of entity

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____