

# INVITATION FOR BIDS



FOR CONSTRUCTING

## ANNUAL SLURRY SEAL 2019

CONTRACT NUMBER  
C02251

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

2019

ATTENTION  
Prebid Conference  
See Page 1



STATE OF CALIFORNIA

INVITATION FOR BIDS

CONTAINING:

NOTICE TO BIDDERS

SPECIAL PROVISIONS

BID FORMS

CONTRACT

FOR

ANNUAL SLURRY SEAL 2019

**Contract No. C02251**

# ANNUAL SLURRY SEAL 2019

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CITY OF SANTA ROSA  
STATE OF CALIFORNIA

**NOTICE TO BIDDERS**

|   |   |
|---|---|
| ➤ | For technical questions regarding this project, contact Grant Bailey at (707) 543-4508.   |
| ➤ | For direct access to specifications and planholders' lists, go to <a href="http://www.srcity.org/bids">www.srcity.org/bids</a> and click on <u>Bid/Proposal Opportunities</u> or call (707) 543-3800.     |
| ➤ | For direct access to bid results, go to <a href="http://www.srcity.org/bids">www.srcity.org/bids</a> . 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., April 17, 2019, for Annual Slurry Seal 2019, Contract No. C02251. (Engineer's Range: \$400,000 - \$450,000.)

**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 10:00 a.m., April 10, 2019, 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.

**Contract #:** C02251  
**Project Title:** ANNUAL SLURRY SEAL 2019

| Line # | Description                                   | Units | Quantity |
|--------|---|-------|----------|
| 1      | SLURRY VARIOUS STREETS                        | TON   | 2,350    |
| 2      | DAILY COMPLETION INCENTIVE (I)                | EA    | 9        |
| 3      | INCENTIVE TO COMPLETE WITHIN WORKING DAYS (I) | LS    | 1        |

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, C-12 and C-32 license for this project.

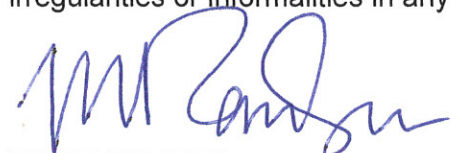
Project bid and contract forms for C02251 Annual Slurry Seal 2019 may be obtained through PlanetBids at [www.srcity.org/bids](http://www.srcity.org/bids). These documents can no longer be obtained at the Transportation and Public Works Department.

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](http://www.srcity.org/bids), downloads documents/attachments, and is added to the prospective bidders list for this project. If there is an addendum, bidders must log into PlanetBids and acknowledge the addendum to be eligible for bidding.

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.



ERICH RAUBER  
Supervising Engineer

3/20/19  
Date

# **SPECIAL PROVISIONS**

## **General Specifications**

### **CITY OF SANTA ROSA, CALIFORNIA**

#### **ANNUAL SLURRY SEAL 2019**

## **1 GENERAL**

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

1. Special Provisions
2. City of Santa Rosa Design and Construction Standards (City Standards)
3. City of Santa Rosa Construction Specifications for Public improvements (City Specifications)
4. State of California Department of Transportation Standard Specifications 2010 (Standard Specifications), and

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 Transportation and Public Works 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 Specifications, City Standards, Invitation for Bids and Work Site:** Prior to submitting a bid, the bidder shall carefully examine the 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](http://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](http://www.srcity.org/bids), downloads documents/attachments, and is added to the prospective bidders list for this project. If there is an addendum, bidders must log into PlanetBids and acknowledge the addendum to be eligible for bidding.

**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 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, cashiers 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:** Within ten days after receipt of the Notice of Award, the successful bidder shall provide the following bonds to the City:

- a. **Performance Bond:** A performance bond to guarantee the faithful performance of the terms and conditions of the Contract by Contractor, which shall be executed in a sum of not less than one-half of the Contract price;
- b. **Labor and Materials Bond:** A labor and materials bond (payment bond) in accordance with Part 6 of Division 4, sections 8000 *et seq.* of the California Civil Code, to guarantee against any and all claims of subcontractors or other third parties furnishing labor, materials, or supplies for the Contract, which shall be executed in a sum of 100% of the Contract price; and
- c. **Material Guaranty Bond:** A material guaranty bond (warranty bond) to serve as surety for the guarantee requirements outlined in Section 6-3.01B, which shall be executed in a sum of not less than one-half of the Contract price.

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 | \$5 million per occurrence<br>\$5 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 three years 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. Completed Operations Coverage can be provided in the form of an endorsement to Contractor's insurance (at least as broad as ISO Form CG 20 37 04 13. See endorsements below for other Additional Insured Requirements. Coverage shall not exclude subsidence. Coverage at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1). Insurance shall cover owned, non-owned and hired autos. |
| 2. Business auto coverage       | \$3 million   |  |

|    |   |  |   |
|----|---|--|---|
| 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 Contractor, its employees, agents and subcontractors.         |
| 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<br>\$2 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. |
| 5. | Course of construction/builders' risk   | Amount of completed value of project without co-insurance provisions | Required for construction projects over \$3 million. The City shall be named as loss payee.   |

**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 three years 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 Contract are intended to apply to the full extent of the policies. Nothing contained in this Contract 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. At least one complete set of the Invitation for Bids 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 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. 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. City Standards
3. City Specifications
4. Standard Specifications

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

Contractor is directed to Section 37-3 "Slurry Seals" of these specifications for detailed instructions.

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 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 Potential Claims and Dispute Resolution:** "Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under the Contract; (B) Payment by the City of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; or (C) Payment of an amount that is disputed by the City.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed, provided, the parties may extend the 45 day time period by mutual agreement.

If the City needs approval from the City Council to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, the Claim shall be deemed rejected in its entirety.

If a Contractor disputes the City's written response, or if the City fails to respond to a Claim within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall conduct a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

## 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 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](http://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](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.

**7-1.02O Vehicle Code:** In addition to the requirements of this section, the Contractor shall submit for verification to the Engineer a State of California Department of California Highway Patrol Safetynet Driver/Vehicle Inspection Report Form (CHP 108)<sup>[BG1]</sup> with the following requirements:

1. The inspection shall have been performed in the State of California.
2. The inspection shall have been performed on all the slurry seal vehicles used on this project.
3. The inspection shall have been performed within 10 days prior to the start of work.
4. The certificate shall have no mechanical deficiencies.

The Contractor shall not operate any vehicle within the designated construction zones that exceeds Purple Weight as determined by the Caltrans Purple Weight Chart (provided at the end of this section) for that vehicle's axle and tire configuration. Prior to the start of work, the Contractor will provide the vehicular information required to determine compliance with the above-mentioned chart on forms provided by the City.

All vehicles operated outside the designated construction zones shall be operated within the allowable weight limits as determined under Division 15 of the California Vehicle Code.

**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.

**The City will provide flag persons as necessary to maintain traffic during the slurry seal operation. The City will also furnish, install, and maintain barricades and signs as necessary.**

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 when not provided by the City.

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 be responsible for conducting work within and in coordination with City supplied traffic control measures.

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.



## PURPLE AND BONUS OVERLOADS\*

MAXIMUM PERMIT WEIGHT ON TANDEM AXLES = 60,000 POUNDS

Example: 8' - 0" Distance Between First and Last Axle in Feet

50,400  
57,960  
63,000



4 tires, 8' - 0" Wide  
8 tires, 8' - 0" Wide  
8 tires, 10' - 0" Wide

Purple Load =  $1.5 \times 700 (L + 40)$   
Purple Load (+ 15%) =  $1.15 \times 1.5 \times 700 (L + 40)$   
Purple Load (+ 25%) =  $1.25 \times 1.5 \times 700 (L + 40)$

| IN.<br>FT. | 0                          | 1                          | 2                          | 3                          | 4                          | 5                          | 6                          | 7                          | 8                          | 9                          | 10                         | 11                         |
|------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 2          | 28,000<br>32,000<br>35,000 | 28,000<br>32,000<br>35,000 | 28,000<br>32,000<br>35,000 | 28,000<br>32,000<br>35,000 | 28,000<br>32,000<br>35,000 | 28,000<br>32,000<br>35,000 | 28,000<br>32,000<br>35,000 | 28,000<br>32,000<br>35,000 | 28,000<br>32,000<br>35,000 | 28,000<br>32,000<br>35,000 | 28,000<br>32,000<br>35,000 | 28,000<br>32,000<br>35,000 |
| 3          | 28,000<br>32,200<br>35,000 | 28,000<br>32,200<br>35,000 | 28,000<br>32,200<br>35,000 | 28,000<br>32,200<br>35,000 | 28,000<br>32,200<br>35,000 | 28,000<br>32,200<br>35,000 | 45,675<br>52,526<br>57,094 | 45,763<br>52,627<br>57,203 | 45,850<br>52,728<br>57,313 | 45,938<br>52,828<br>57,422 | 46,025<br>52,929<br>57,531 | 46,113<br>53,029<br>57,641 |
| 4          | 46,200<br>53,130<br>57,750 | 46,288<br>53,231<br>57,859 | 46,375<br>53,331<br>57,969 | 46,463<br>53,432<br>58,078 | 46,550<br>53,533<br>58,188 | 46,638<br>53,633<br>58,297 | 46,725<br>53,734<br>58,406 | 46,813<br>53,834<br>58,516 | 46,900<br>53,935<br>58,625 | 46,988<br>54,036<br>58,734 | 47,075<br>54,136<br>58,844 | 47,163<br>54,237<br>58,953 |
| 5          | 47,250<br>54,338<br>59,063 | 47,338<br>54,438<br>59,172 | 47,425<br>54,539<br>59,281 | 47,513<br>54,639<br>59,391 | 47,600<br>54,740<br>59,500 | 47,688<br>54,841<br>59,609 | 47,775<br>54,941<br>59,719 | 47,863<br>55,042<br>59,828 | 47,950<br>55,143<br>59,938 | 48,038<br>55,243<br>60,047 | 48,125<br>55,344<br>60,156 | 48,213<br>55,444<br>60,266 |
| 6          | 48,300<br>55,545<br>60,375 | 48,388<br>55,646<br>60,484 | 48,475<br>55,746<br>60,594 | 48,563<br>55,847<br>60,703 | 48,650<br>55,948<br>60,813 | 48,738<br>56,048<br>60,922 | 48,825<br>56,149<br>61,031 | 48,913<br>56,249<br>61,141 | 49,000<br>56,350<br>61,250 | 49,088<br>56,451<br>61,359 | 49,175<br>56,551<br>61,469 | 49,263<br>56,652<br>61,578 |
| 7          | 49,350<br>56,753<br>61,688 | 49,438<br>56,853<br>61,797 | 49,525<br>56,954<br>61,906 | 49,613<br>57,054<br>62,016 | 49,700<br>57,155<br>62,125 | 49,788<br>57,256<br>62,234 | 49,875<br>57,356<br>62,344 | 49,963<br>57,457<br>62,453 | 50,050<br>57,558<br>62,563 | 50,138<br>57,658<br>62,672 | 50,225<br>57,759<br>62,781 | 50,313<br>57,859<br>62,891 |
| 8          | 50,400<br>57,960<br>63,000 | 50,488<br>58,061<br>63,109 | 50,575<br>58,161<br>63,219 | 50,663<br>58,262<br>63,328 | 50,750<br>58,363<br>63,438 | 50,838<br>58,463<br>63,547 | 50,925<br>58,564<br>63,656 | 51,013<br>58,664<br>63,766 | 51,100<br>58,765<br>63,875 | 51,188<br>58,866<br>63,984 | 51,275<br>58,966<br>64,094 | 51,363<br>59,067<br>64,203 |
| 9          | 51,450<br>59,168<br>64,313 | 51,538<br>59,268<br>64,422 | 51,625<br>59,369<br>64,531 | 51,713<br>59,469<br>64,641 | 51,800<br>59,570<br>64,750 | 51,888<br>59,671<br>64,859 | 51,975<br>59,771<br>64,969 | 52,063<br>59,872<br>65,078 | 52,150<br>59,973<br>65,188 | 52,238<br>60,073<br>65,297 | 52,325<br>60,174<br>65,406 | 52,413<br>60,274<br>65,516 |
| 10         | 52,500<br>60,375<br>65,625 | 52,588<br>60,476<br>65,734 | 52,675<br>60,576<br>65,844 | 52,763<br>60,677<br>65,953 | 52,850<br>60,778<br>66,063 | 52,938<br>60,878<br>66,172 | 53,025<br>60,979<br>66,281 | 53,113<br>61,079<br>66,391 | 53,200<br>61,180<br>66,500 | 53,288<br>61,281<br>66,609 | 53,375<br>61,381<br>66,719 | 53,463<br>61,482<br>66,828 |
| 11         | 53,550<br>61,583<br>66,938 | 53,638<br>61,683<br>67,047 | 53,725<br>61,784<br>67,156 | 53,813<br>61,884<br>67,266 | 53,900<br>61,985<br>67,375 | 53,988<br>62,086<br>67,484 | 54,075<br>62,186<br>67,594 | 54,163<br>62,287<br>67,703 | 54,250<br>62,388<br>67,813 | 54,338<br>62,488<br>67,922 | 54,425<br>62,589<br>68,031 | 54,513<br>62,689<br>68,141 |
| 12         | 54,600<br>62,790<br>68,250 | 54,688<br>62,891<br>68,359 | 54,775<br>62,991<br>68,469 | 54,863<br>63,092<br>68,578 | 54,950<br>63,193<br>68,688 | 55,038<br>63,293<br>68,797 | 55,125<br>63,394<br>68,906 | 55,213<br>63,494<br>69,016 | 55,300<br>63,595<br>69,125 | 55,388<br>63,696<br>69,234 | 55,475<br>63,796<br>69,344 | 55,563<br>63,897<br>69,453 |
| 13         | 55,650<br>63,998<br>69,563 | 55,738<br>64,098<br>69,672 | 55,825<br>64,199<br>69,781 | 55,913<br>64,299<br>69,891 | 56,000<br>64,400<br>70,000 | 56,088<br>64,501<br>70,109 | 56,175<br>64,601<br>70,219 | 56,263<br>64,702<br>70,328 | 56,350<br>64,803<br>70,438 | 56,438<br>64,903<br>70,547 | 56,525<br>65,004<br>70,656 | 56,613<br>65,104<br>70,766 |
| 14         | 56,700<br>65,205<br>70,875 | 56,788<br>65,306<br>70,984 | 56,875<br>65,406<br>71,094 | 56,963<br>65,507<br>71,203 | 57,050<br>65,608<br>71,313 | 57,138<br>65,708<br>71,422 | 57,225<br>65,809<br>71,531 | 57,313<br>65,909<br>71,641 | 57,400<br>66,010<br>71,750 | 57,488<br>66,111<br>71,859 | 57,575<br>66,211<br>71,969 | 57,663<br>66,312<br>72,078 |
| 15         | 57,750<br>66,413<br>72,188 | 57,838<br>66,513<br>72,297 | 57,925<br>66,614<br>72,406 | 58,013<br>66,714<br>72,516 | 58,100<br>66,815<br>72,625 | 58,188<br>66,916<br>72,734 | 58,275<br>67,016<br>72,844 | 58,363<br>67,117<br>72,953 | 58,450<br>67,218<br>73,063 | 58,538<br>67,318<br>73,172 | 58,625<br>67,419<br>73,281 | 58,713<br>67,519<br>73,391 |
| 16         | 58,800<br>67,620<br>73,500 | 58,888<br>67,721<br>73,609 | 58,975<br>67,821<br>73,719 | 59,063<br>67,922<br>73,828 | 59,150<br>68,023<br>73,938 | 59,238<br>68,123<br>74,047 | 59,325<br>68,224<br>74,156 | 59,413<br>68,324<br>74,266 | 59,500<br>68,425<br>74,375 | 59,588<br>68,526<br>74,484 | 59,675<br>68,626<br>74,594 | 59,763<br>68,727<br>74,703 |
| 17         | 59,850<br>68,828<br>74,813 | 59,938<br>68,928<br>74,922 | 60,025<br>69,029<br>75,031 | 60,113<br>69,129<br>75,141 | 60,200<br>69,230<br>75,250 | 60,288<br>69,331<br>75,359 | 60,375<br>69,431<br>75,469 | 60,463<br>69,532<br>75,578 | 60,550<br>69,633<br>75,688 | 60,638<br>69,733<br>75,797 | 60,725<br>69,834<br>75,906 | 60,813<br>69,934<br>76,016 |
| 18         | 60,900<br>70,035<br>76,125 |                            |                            |                            |                            |                            |                            |                            |                            |                            |                            |                            |

\* A set of tandem axles with spacing between axles of less than 3' - 6" is considered as a single axle.

## 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:** Work shall begin on July 22, 2019. Contractor shall begin work on the date authorized in the Notice to Proceed and shall diligently prosecute the Contract according to the contract schedule, to completion before the expiration of:

### 9 WORKING DAYS

**8-1.05 Time:** Working days will be counted beginning the day the Notice to Proceed authorizes work to begin.

Unless otherwise directed by Engineer, Contractor shall not conduct any activities that generate noise earlier than 7:00 a.m. or later than 7:00 p.m.

**If the Contractor completes all work by August 1, 2019, the Contractor shall receive an incentive payment of \$7,500.00.**

**For each day the contractor completes prior to 1:30 p.m. all work scheduled for that given day as shown on the schedule furnished by the City, the Contractor shall receive an incentive payment of \$500.00.**

**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:** Once each month for progress pay purposes, 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.

After Contract acceptance, the Engineer will prepare a written proposed 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.

**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 proposed 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 will furnish a semi-final estimate and pay the amount due under the semi-final estimate within 30 days. The semi-final estimate is conclusive as to the amount payable except as may be affected by claims and any amount retained. 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. Contractor shall also furnish reasonable documentation to the City to support Claims. If additional information is required by the Engineer, Contractor shall provide such information to the Engineer no later than the 15<sup>th</sup> day after receipt of the written request from the Engineer. If the 15<sup>th</sup> 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 reasonably required by the Engineer to determine the facts or contentions in each Claim. Failure to grant access to such records shall be sufficient cause for denying the Claims.

**9-1.22 Arbitration:** Any references to Arbitration in the Standard Specifications are deleted in their entirety.

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

\_\_\_\_\_

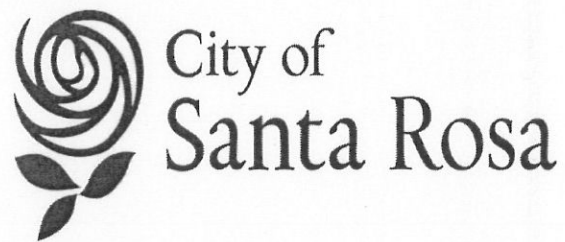
\_\_\_\_\_  
Notary Public

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.

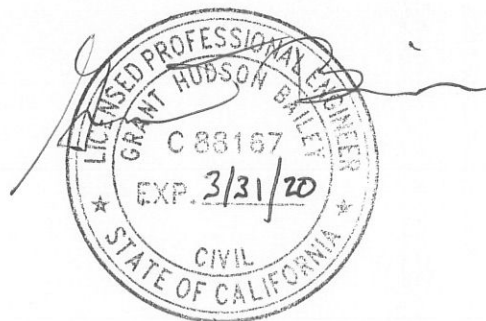


## **TECHNICAL SPECIFICATIONS**

**FOR**

**ANNUAL SLURRY SEAL 2019**

**CONTRACT NO. C02251**



**2019**

# 13 WATER POLLUTION CONTROL

## **13-1 General**

**13-1.01A:** Water Pollution Control shall be performed in accordance with Section 13, Water Pollution Control, of the Standard Specifications and these technical specifications. In addition, construction activities shall comply with:

1. The current California Water Quality Control Board, North Coast Region Order No. National Pollutant Discharge Elimination System Municipal Storm Water Permit, commonly referred to as the “Storm Water Permit”. A copy of the Storm Water Permit is available for review at the City of Santa Rosa Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, CA, and at [www.srcity.org/stormwaterpermit](http://www.srcity.org/stormwaterpermit).
2. The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). BMPs shall be selected, installed and maintained in accordance with the latest edition. A copy of the handbook can be viewed at the City of Santa Rosa Department of Transportation and Public Works office at 69 Stony Circle or downloaded from CASQA, <http://www.casqa.org/>.

In this technical specification the CASQA Handbook BMP numbers are appended to the associated Standard Specification sections. If a conflict occurs the CASQA Handbook BMP's shall govern.

## **13-2 Water Pollution Control Program**

**13-2.01B Submittals:** The program to control water pollution required to be submitted under this section of the Standard Specifications shall include a spill contingency plan that establishes clean-up procedures that will be followed in the event of a spill of potentially hazardous, toxic, or polluting materials.

## **13-3 Storm Water Pollution Prevention Plan**

**13-3.01A Summary:** This project is exempt from the State Water Resources Control Board General NPDES Permit for the Discharge of Storm Water related to Construction Activities (Construction General Permit), and not required to have a Storm Water Pollution Prevention Plan (SWPPP), therefore Section 13-3, Storm Water Pollution Prevention Plan, of the Standard Specifications does not apply to this project.

## **13-4 Job Site Management**

**13-4.03B: Spill Prevention and Control/CASQA Spill Prevention and Control (BMP WM-4):** If a spill occurs at the construction site and the contractor does not take immediate and adequate steps to contain and clean up the spill, especially if rain is threatening or if a discharge to a storm drain or creek could occur, the City shall have the right, in its sole and absolute discretion, to clean up the spill using City forces or an independent contractor. The cost of any such cleanup, in addition to recovery of any penalty or fine imposed upon the City, plus an administrative charge of fifteen percent (15%) of the costs incurred by the City, shall be deducted from any amounts owed to Contractor hereunder.

In the event there are insufficient amounts owed to Contractor hereunder to cover the foregoing costs and charges, the City shall have the right to pursue any other remedy to recover same,

including, but not limited to, proceeding against any surety or bond in favor of the City. The City's rights under this section are intended to be in addition to and not in lieu of any imposed by the City against Contractor for violations of City Code Chapter 17-12, "Storm Water".

**13-4.03C(2): Material Storage/CASQA Material Delivery and Storage (BMP WM-1)**

**13-4.03C(3): Stockpile Management/CASQA Stockpile Management (BMP WM-3 and WE-1):** Do not block storm water flows. Cover stockpiles when not in use and water as necessary to mitigate dust.

**13-4.03D(1): Waste Management/CASQA Solid Waste Management (BMP WM-5):** The Contractor shall dispose of all trash, rubbish, and waste materials of any kind generated by the contractor, subcontractor, or any company hired by the Contractor on a daily basis.

**13-4.03D(3): Concrete Waste/CASQA Concrete Waste Management (BMP WM-8):** Ensure the containment of concrete washout areas and other washout areas that may contain pollutants so there is no discharge into the underlying soil and onto the surrounding areas.

**13-4.03D(4): Sanitary and Septic Waste/CASQA Sanitary and Septic Waste Management (BMP WM-9):** Sanitation facilities must be maintained periodically by a licensed service to keep them in good working order and prevent overflows. Portable toilets are required to have secondary containment.

**13-4.03D(5): Liquid Waste:** Liquid waste includes water generated from excavation dewatering. Minimize transfer piping by locating containers near the excavation to be dewatered while protecting the containers from moving vehicles and equipment.

**13-4.03E(1): Water Control and Conservation/CASQA Water Conservation Practices (BMP NS-1 and NS-2)**

**13-4.03E(3): Vehicle and Equipment Cleaning/CASQA Vehicle and Equipment Cleaning (BMP NS-8)**

**13-4.03E(4): Vehicle and Equipment Fueling and Maintenance/CASQA Vehicle and Equipment Fueling (BMP NS-9), and CASQA Vehicle and Equipment Maintenance (BMP NS-10)**

**13-4.03E(7): Paving, Sealing, Sawcutting, Grooving, and Grinding Activities:** As listed in Part 9, sections 4 and 5 of the Storm Water Permit, the following additional BMPs shall be implemented for street paving, repaving, reconstruction, patching, digouts or resurfacing.

1. Restrict paving and repaving activity to exclude periods of rainfall or predicted rainfall unless required by emergency conditions;
2. Install BMPs at all susceptible storm drain inlets and manholes to prevent paving products and tack coat from entering **BMP SC-10**;
3. Prevent the discharge of release agents including soybean oil, other oils, or diesel to the storm water drainage system or watercourses;
4. Minimize non-storm water runoff from water use for the roller and for evaporative cooling of the asphalt;
5. Clean equipment over absorbent pads, drip pans, plastic sheeting or other material to capture all spillage and dispose of properly
6. Collect liquid waste in a container, with a secure lid, for transport to a maintenance facility to be reused, recycled, or disposed of properly **13-4.03D(5)**;



7. Collect solid waste by shoveling and vacuuming or sweeping and securing in an appropriate container for transport to a maintenance facility to be reused, recycled, or disposed of properly **13-4.03D(5)**;
8. Cover “cold-mix” asphalt (i.e., pre-mixed aggregate and asphalt binder) with protective sheeting during a rainstorm **13-4.03C(3)**;
9. Cover loads with tarp before haul-off to a storage site, ensuring that trucks are not overloaded;
10. Minimize airborne dust by using water spray during grinding **14-9.03**;
11. Protect stockpiles with a cover or sediment barriers during a rain event and;
12. Avoid stockpiling soil, sand, sediment, asphalt material and asphalt grindings materials or rubble in or near storm water drainage system or watercourses **13-4.03C(1)**,

The City will provide inlet protection for all susceptible inlets within the limits of the streets to be slurried on the day of slurry placement. City provided inlet protection will be installed prior to slurry placement and remain in place until slurry had adequately cured. Inlet protection and BMPs necessary beyond the limits of streets to be slurried , including but not limited to BMPs along the haul routes and the pit sites shall be the responsibility of the Contractor.

#### **13-4.03F: Sweeping/CASQA Street Sweeping and Vacuuming (BMP SC-7)**

**13-4.04 Payment:** Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for various contract items of work under Section 37-3 “Slurry Seal”, which price shall include all work required and necessary to comply with the Storm Water Permit, prepare and implement a written program to control water pollution, and furnishing, installing, maintaining, and removing BMPs beyond the limits of the streets to be slurried, and no additional allowance will be made therefor.

## 37-3 SLURRY SEAL

**37-3.01A Slurry Seal:** This item shall consist of furnishing and placing a Type II slurry seal coat on Santa Rosa City streets as designated herein in conformance with the requirements of Section 37-3, "Slurry Seal", State of California Standard Specifications, the International Slurry Seal Association Publication A105, dated February 2010 (copies available from [www.slurry.org](http://www.slurry.org)), and these special provisions.

**37-3.01C Submittals:** Contractor shall provide a mix design for the City's review and furnish a sample of aggregate for testing a minimum of two weeks prior to start of work.

### **37-3.02 Materials**

**37-3.02B(2) Aggregate:** The mixture shall be spread to a uniform thickness of not less than 3/8" plus or minus 1/16" and shall be placed at a rate of not less than 14 pounds or more than 17 pounds of aggregate per square yard of pavement surface.

Aggregate for Slurry Seal must have the quality characteristic as specified below:

| Sieve Size | Percentage Passing |
|------------|--------------------|
|            |                    |
| 3/8        | 100                |
| No. 4      | 94-100             |
| No. 8      | 65-90              |
| No. 16     | 40-70              |
| No. 30     | 25-50              |
| No. 200    | 5-15               |

|                      |                                      |
|----------------------|--------------------------------------|
| Sand Equivalent      | 55 minimum                           |
| Durability Index     | 55 minimum                           |
| Methylene Blue Value | 10 maximum per AASHTO T330-07 (2001) |

**37-3.02B(3) Asphaltic Emulsion:** Asphalt emulsion shall be a quick-setting type, Grade CQS1h cationic conforming to the requirements of Section 94, "Asphalt Emulsions". The Contractor shall add 2-1/2 percent of latex by weight to the above specified emulsion to create a latex modified emulsion (LMCQS1h).

### **37-3.03 Construction**

**37-3.03A General:** Prior to the sealing operation, the Engineer will arrange to perform any necessary patching of the street surface.

The City will hand deliver advance notices of the work to residences and businesses.

Immediately prior to the sealing operation, the City Field Services Division will cover all utility covers, remove thermoplastic pavement markings, and remove raised pavement markers.

The Contractor shall clean the streets and all grounds of all excess material, rubbish, equipment and temporary structures associated with the performance of work on a daily basis.

**37-3.03C Mixing and Spreading Equipment:** The Contractor shall provide and operate a minimum of three (3) 12 yard slurry application machines with 3 operators at all times, unless otherwise approved by the Engineer. There is no provision for a back-up machine; all three machines shall be in use. Each machine shall comply with Section 7-1.02O of these Special Provisions.

**37-3.03D Placing:** Start and finish of slurry application shall be a straight line obtained by laying a strip of building paper or other approved material on street surface which shall be used for starting and finishing operations. After application of slurry, paper is to be removed by the contractor, leaving a straight edge. Excess materials on street at either end of job shall be removed by Contractor.

The surface may be prewetted by fogging ahead of the slurry box if required by local conditions. Water used in prewetted the surface shall be applied at such a rate that the entire surface is damp with no apparent flowing water in front of the slurry box. The slurry mixture shall be of the desired consistency when deposited on the surface and no additional elements shall be added. Total time of mixing shall not exceed four minutes. A sufficient amount of slurry shall be carried in all parts of the spreader at all times so that complete coverage is obtained. No lumping, balling, or unmixed aggregate shall be permitted. If the coarse aggregate settles to the bottom of the mix, the slurry will be removed from the pavement. No excessive breaking of the emulsion will be allowed in the spreader box. No streaks such as caused by oversized aggregate will be left in the finished pavement. The finished surface shall be free of washboarding.

No excessive build-up or unsightly appearance shall be permitted on longitudinal or transverse joints.

Approved squeegees shall be used to spread slurry in areas non-accessible to the slurry mixer. Care shall be exercised in leaving no unsightly appearance from hand work.

Treated areas will be allowed to cure until such time as the Engineer permits their opening to traffic.

A non-labor supervisor shall be present and on the job at all times with sufficient crew to attain a minimum of 200,000 square feet of production per day. Daily schedules shall not exceed 300,000 square feet of production per day.

The City will furnish the Contractor with the dates each street is to be sealed. The proposed list of streets to be sealed is located at the end of the Special Provisions. The work will be scheduled so the Contractor places an amount of slurry seal equal to or greater than the minimum number of square feet of slurry seal specified in this Section. The schedule shall consist of no more and no less than 9 days of work.

The Contractor shall not seal any street on a date that differs from the date on the schedule furnished by the City. Modifications to the City furnished schedule may be requested by the Contractor at least two weeks prior to construction of that portion of the work. Such modifications of the schedule shall be subject to City approval.

See proposed slurry seal list at the end of these Special Provisions for locations and total approximate quantity of slurry seal in place.

All efforts to avoid covering raised pavement markers shall be made by the Contractor.

**37-3.03D(2) Surface Preparation:** Surface Preparation shall be accomplished by commercial street sweeping vehicles equipped with automatic debris pickup. Debris shall become the property of the contractor and disposed of at an approved refuse site. Transferring of the debris from pickup vehicle or temporary stockpiling of debris will not be allowed. Debris shall be deposited from pickup vehicle to final disposal location. The use of a Contractor furnished debris box located at the pit site for the disposal of sweeping debris is acceptable. Any sweeping beyond the limits to be slurried or in advance of the day a given street is to be slurried shall be at the Contractors expense. Street sweeping will be exempt from the construction hours stated in section 8-1.05. but in no case shall street sweeping begin prior to 4:30 a.m. Street sweeping vehicles noise shall be limited to 75 db as measured at a distance of 25 feet and a height of 5 feet.

At all times during the street sweeping operation the Contractor shall apply adequate water to control dust. Dust control water shall not create runoff or flow into the gutter.

Sweeping of the streets shall be performed on the same day the street is to be slurried in accordance with the City furnished work schedule. Sweeping shall be performed in the same sequential order as the streets are to be slurried. Sweeping of a given street shall be completed a minimum of two hours prior to the slurry application.

**37-3.03E Maintenance Sweeping:** The Contractor shall perform sweeping of all slurry sealed streets a minimum of 3 times: the day after application (or the following Monday if applied on a Friday), 4 days after application and 7 days after application or as requested by the Engineer for a period of 10 days following the last day of application to remove all accumulations of loose material and maintain streets in a “ravel free” condition. Maintenance sweeping shall be done by commercial street sweeping vehicles equipped with automatic debris pickup. Where commercial street sweeping vehicles cannot remove loose material, including but not limited to driveways, sidewalks, and curb ramps, hand sweeping or equal shall be performed.

**37-3.03F Designated Construction Zones:** Portions of City streets that shall be designated as construction zones for the purpose of transporting slurry seal are enclosed at the end of this section.

Other City streets may be designated as construction zones by the Engineer as deemed needed during construction.

The maps or a copy of the maps shall be carried in each slurry truck at all times for the duration of this project.

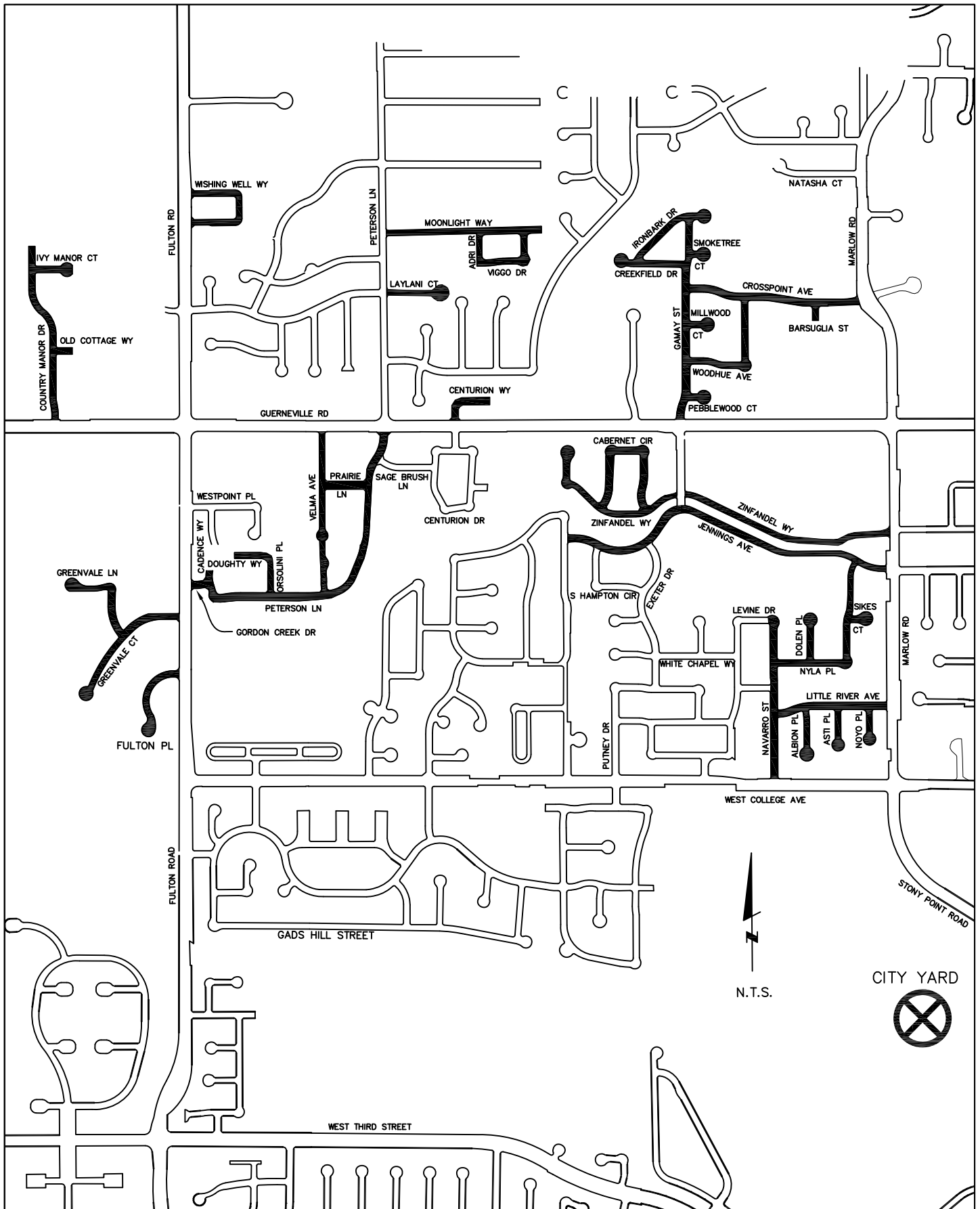
**37-3.04 Payment:** Slurry seal is measured by combining the weight of the aggregate and asphaltic emulsion. The weight of added water and set-control additive are not measured.

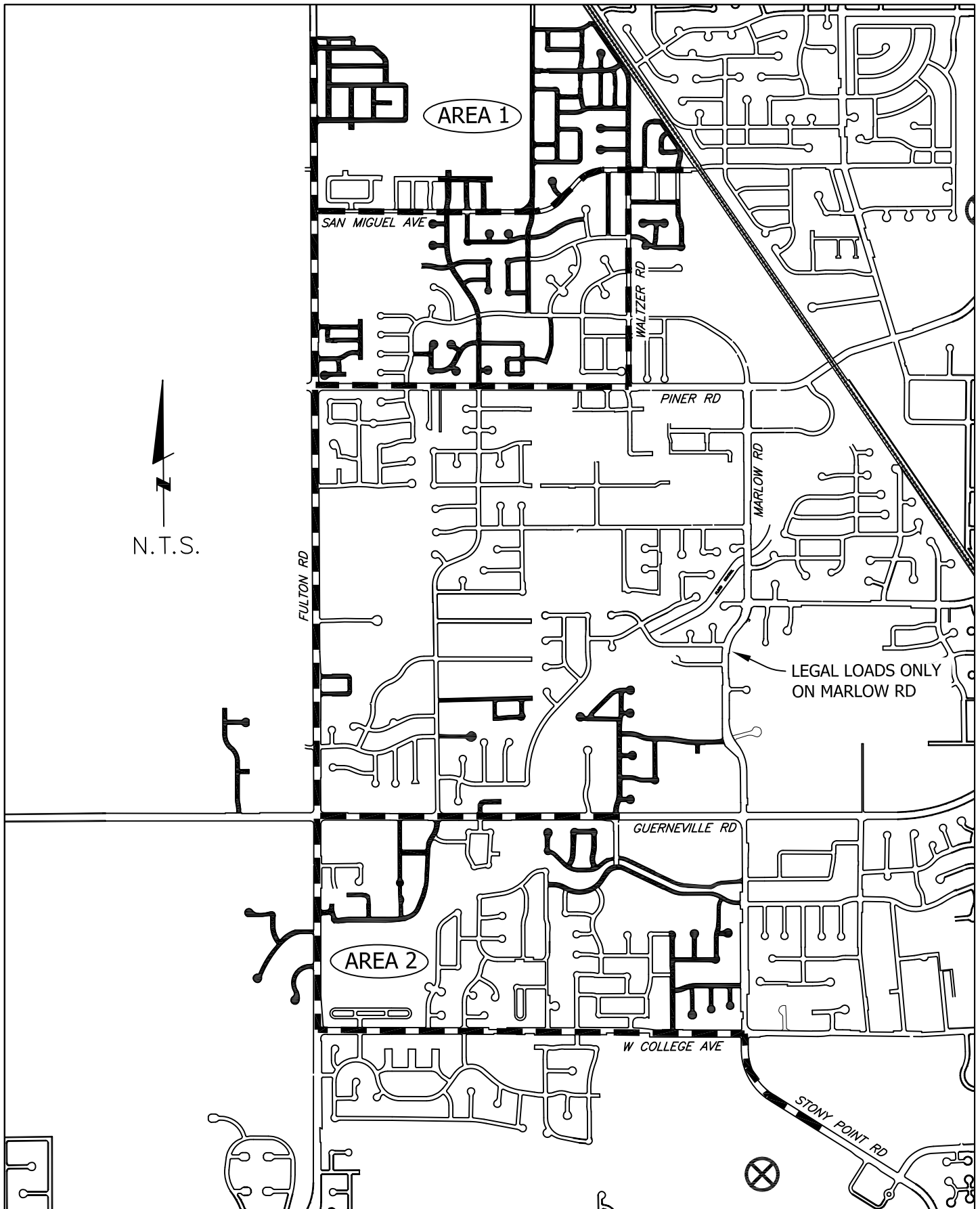
Compensation for Surface Preparation and Maintenance Sweeping will be considered as included in the contract price paid for “Slurry in Various Streets” item of work, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and doing all work involved in preparation sweeping the streets to be slurried and providing maintenance sweeping including but not limited to mechanical and hand sweeping, disposal of debris, and no additional allowance will be made therefor.

**Slurry Various Streets** will be paid for at the contract unit price per **ton**, which price shall include full compensation for furnishing all labor, materials, tools, equipment, adhering to the designated construction zones, and doing all work involved in constructing the slurry seal complete in place including clean-up and protecting the seal from traffic damage until the mixture has cured sufficiently so that material will not adhere to the tires of vehicles, as specified herein, and no additional allowance will be made therefor.




The contractor shall furnish to the Engineer weight or load slips verifying the quantities of Aggregate and Asphaltic Emulsion. Slips shall be provided to the Engineer on the day of the delivery to the pit site.







**LEGEND:**

-  STREETS TO BE SLURRED
-  HAUL ROUTES
-  STAGING AREA

# SLURRY LIST 2019

## AREA 1

| STREET              | FROM                      | TO                        | SQ FT |
|---------------------|---------------------------|---------------------------|-------|
| ANDRE LANE          | VERA DRIVE                | TEDESCHI DRIVE            | 10338 |
| AUTUMN WALK DRIVE   | GOLDLEAF LANE             | GOLDLEAF LANE             | 13073 |
| AVILAR PLACE        | BOCK STREET               | JACKRABBIT PLACE          | 8890  |
| BATTERSEA STREET    | DELAMERE AVENUE           | BROMPTON AVENUE           | 28682 |
| BENHENRY AVENUE     | PETERSON LANE             | FIRWOOD AVENUE            | 7800  |
| BOCK STREET         | WALTZER ROAD              | DIEGO AVENUE              | 47890 |
| BOXWOOD PLACE       | PETERSON LANE             | CUL-DE-SAC                | 7636  |
| BRAMBLE WAY         | DELAMERE AVENUE           | BATTERSEA STREET          | 20030 |
| BROMPTON AVENUE     | WICKET AVENUE             | WALTZER ROAD              | 26890 |
| CASEY DRIVE         | FULTON ROAD               | DAYTON STREET             | 16960 |
| CHANCERY COURT      | CUL-DE-SAC                | WALTZER ROAD              | 15547 |
| CHRISTY COURT       | PETERSON LANE             | END                       | 9635  |
| CLAIRBORNE CIRCLE   | WICKET AVENUE             | FRANCISCO AVENUE          | 37457 |
| DANCING PENNY WAY   | SAN MIGUEL AVENUE         | FRANCISCO AVENUE          | 37457 |
| DANCING PENNY WAY   | SUGAR BOOTS PLACE         | FRANCISCO AVENUE          | 23816 |
| DAYTON STREET       | CUL-DE-SAC / SAM DRIVE    | CASEY DRIVE / CUL-DE-SAC  | 15268 |
| DELAMERE LANE       | FRANCISCO AVENUE          | WALTZER ROAD              | 22540 |
| DESERT PALM COURT   | END                       | RED OAK DRIVE             | 8954  |
| DIEGO AVENUE        | WALTZER ROAD              | BOCK STREET               | 19093 |
| ERIKA STREET        | SUNLIT ANN DRIVE          | SAN MIGUEL AVENUE         | 25798 |
| FIRWOOD AVENUE      | W/END                     | CULDESAC                  | 41277 |
| FRANCISCO AVENUE    | DELAMERE AVENUE           | SAN MIGUEL AVENUE         | 61790 |
| FRANCISCO AVENUE    | PINERCREST DRIVE          | SAN MIGUEL ROAD           | 44640 |
| GEORGE LANE         | VERA DRIVE                | TEDESCHI DRIVE            | 9907  |
| GOBAR LANE          | 100 W/SOPHIA DRIVE        | NORTH VILLAGE DRIVE       | 10733 |
| GOLD LEAF LANE      | (W) SAN MIGUEL ROAD       | (E) SAN MIGUEL ROAD       | 41162 |
| JACK RABBIT COURT   | CUL-DE-SAC / AVILAR PLACE | AVILAR PLACE / CUL-DE-SAC | 18405 |
| JAINE LANE          | VERA DRIVE                | TEDESCHI DRIVE            | 10873 |
| KALLY COURT         | CUL-DE-SAC                | TONY WAY                  | 13123 |
| LUJO COURT          | RED OAK DRIVE             | END                       | 8220  |
| MIKAYLA DRIVE       | BROMPTON AVENUE           | END                       | 22000 |
| MIRAGE COURT        | RED OAK DRIVE             | END                       | 7131  |
| NORTH VILLAGE DRIVE | FULTON ROAD               | VERA DRIVE                | 38698 |
| PENBROOKE AVENUE    | FRANCISCO AVENUE          | WALTZER ROAD              | 39165 |
| PETERSON LANE       | PINER ROAD                | SAN MIGUEL ROAD           | 79200 |
| PIONEER WAY         | REDOAK CIRCLE             | PINERCREST DRIVE          | 21210 |
| PRESIDIO LANE       | FRANCISCO AVENUE          | WICKET AVENUE             | 9170  |
| REDOAK CIRCLE       | PIONEER WAY               | REDOAK DRIVE              | 21024 |
| REDOAK DRIVE        | PETERSON LANE             | REDOAK CIRCLE             | 21611 |
| REDOAK DRIVE        | PINERCREST DRIVE          | PETERSON LANE             | 38575 |
| RICHIE PLACE        | CASEY DRIVE               | DAYTON STREET             | 18017 |
| ROBURTA LANE        | BROMPTON AVENUE           | PENBROOKE AVENUE          | 12266 |



| STREET             | FROM              | TO                  | SQ FT          |
|--------------------|-------------------|---------------------|----------------|
| SAM DRIVE          | FULTON ROAD       | DAYTON STREET       | 17474          |
| SANDI LANE         | GEORGE LANE       | DEAD END            | 4378           |
| SOPHIA DRIVE       | TEDESCHI DRIVE    | GOBAR LANE          | 28431          |
| SPRINGWOOD COURT   | PETERSON LANE     | END                 | 9635           |
| STORMY QUEEN PLACE | DANCING PENNY WAY | END                 | 7292           |
| SUNLIT ANN DRIVE   | FRANCISCO AVENUE  | FRANCISCO AVENUE    | 29220          |
| TARATA PLACE       | SAN MIGUEL ROAD   | END                 | 12807          |
| TEDESCHI DRIVE     | FULTON ROAD       | JAINE LANE          | 32691          |
| TONY WAY           | KALLY COURT       | SAM DRIVE           | 5624           |
| VAN PATER DRIVE    | SOPHIA DRIVE      | NORTH VILLAGE DRIVE | 17555          |
| VANITY FLEET PLACE | DANCING PENNY WAY | END                 | 7292           |
| VERA DRIVE         | SOPHIA DRIVE      | JAINE LANE          | 24826          |
| WALTZER ROAD       | DELAMERE AVENUE   | SAN MIGUEL AVENUE   | 65966          |
| WEATHERBY AVENUE   | WICKET AVENUE     | BATTERSEA STREET    | 8166           |
| WHEATON COURT      | WALTZER ROAD      | END                 | 15547          |
| WICKET AVENUE      | CLAIRBORNE CIRCLE | FRANCISCO AVENUE    | 35806          |
|                    |                   | <b>AREA 1 TOTAL</b> | <b>1314661</b> |

| SLURRY LIST 2019    |                      |                     |               |
|---------------------|----------------------|---------------------|---------------|
| AREA 2              |                      |                     |               |
| STREET              | FROM                 | TO                  | SQ FT         |
| ADRI WAY            | VIGGO DRIVE          | MOONLIGHT WAY       | 7967          |
| ALBION PLACE        | END                  | LITTLE RIVER AVENUE | 14230         |
| ASTI PLACE          | END                  | LITTLE RIVER AVENUE | 11352         |
| BARSUGLIA STREET    | END                  | CROSSPOINT AVENUE   | 3765          |
| CABERNET CIRCLE     | ZINFANDEL AVENUE     | ZINFANDEL AVENUE    | 39030         |
| CADENCE WAY         | PETERSON LANE        | END                 | 6593          |
| CENTURION WAY       | GUERNEVILLE ROAD     | DEAD END            | 9729          |
| COUNTRY MANOR DRIVE | GUERNEVILLE ROAD     | END                 | 43483         |
| CREEKFIELD DRIVE    | CUL-DE-SAC           | GAMAY STREET        | 20103         |
| CROSSPOINT AVENUE   | GAMAY STREET         | MARLOW ROAD         | 47979         |
| DOLEN PLACE         | NYLA PLACE           | END                 | 14482         |
| DOUGHTY WAY         | END                  | ORSOLINI PLACE      | 9023          |
| FULTON PLACE        | CUL-DE-SAC           | FULTON ROAD         | 24905         |
| GAMAY STREET        | IRONBARK DRIVE       | GUERNEVILLE ROAD    | 53563         |
| GORDON CREEK DRIVE  | FULTON ROAD          | CADENCE WAY         | 5838          |
| GREENVALE COURT     | CUL-DE-SAC           | FULTON ROAD         | 34204         |
| GREENVALE LANE      | GREENVALE COURT      | END                 | 28176         |
| IRONBARK DRIVE      | CREEKFIELD DRIVE     | CUL-DE-SAC          | 25903         |
| IVY MANOR COURT     | COUNTRY MANOR DRIVE  | CUL-DE-SAC          | 12451         |
| JENNINGS AVENUE     | HALYARD DRIVE        | MARLOW ROAD         | 77916         |
| LAYLANI COURT       | PETERSON LANE        | END                 | 13274         |
| LITTLE RIVER AVENUE | NAVARRO STREET       | MARLOW ROAD         | 31318         |
| MILLWOOD COURT      | GAMAY STREET         | END                 | 9356          |
| MOONLIGHT WAY       | PETERSON LN          | END                 | 31028         |
| NAVARRO STREET      | WEST COLLEGE AVENUE  | LEVINE DRIVE        | 49042         |
| NOYO PLACE          | END                  | LITTLE RIVER AVENUE | 10144         |
| NYLA PLACE          | NAVARRO STREET       | JENNINGS AVENUE     | 39613         |
| OLD COTTAGE WAY     | COUNTRY MANOR DRIVE  | END                 | 4248          |
| ORSOLINI PLACE      | PETERSON LANE        | DOUGHTY WAY         | 8105          |
| PEBBLEWOOD COURT    | GAMAY STREET         | END                 | 8754          |
| PETERSON LANE       | CADENCE WAY          | GUERNEVILLE ROAD    | 67242         |
| PRAIRIE LANE        | VELMA AVENUE         | PETERSON LANE       | 8874          |
| SIKES COURT         | NYLA PLACE           | END                 | 8920          |
| SMOKETREE COURT     | GAMAY STREET         | END                 | 7817          |
| VELMA AVENUE        | PETERSON LANE        | GUERNEVILLE ROAD    | 38323         |
| VIGGO DRIVE         | ADRI DRIVE           | MOONLIGHT WAY       | 21048         |
| WISHING WELL WAY    | FULTON ROAD          | FULTON ROAD         | 27336         |
| WOODHUE AVENUE      | GAMAY STREET         | CROSSPOINT AVENUE   | 32279         |
| ZINFANDEL AVENUE    | END ZINFANDEL AVENUE | GAMAY STREET        | 41456         |
| ZINFANDEL AVENUE    | GAMAY STREET         | MARLOW ROAD         | 42934         |
|                     |                      | <b>AREA 2 TOTAL</b> | <b>991803</b> |

BID FORMS

**CITY OF SANTA ROSA**

**STATE OF CALIFORNIA**

ANNUAL SLURRY SEAL 2019

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 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:

NAME OF BIDDER: \_\_\_\_\_

Contract #: C02251

Project Title: ANNUAL SLURRY SEAL 2019

| Line<br># | Description                                   | Units | Quantity | Unit Price       | Total Price      |
|-----------|---|-------|----------|------------------|------------------|
| 1         | SLURRY VARIOUS STREETS                        | TON   | 2350     | \$_____          | \$_____          |
| 2         | DAILY COMPLETION INCENTIVE (I)                | EA    | 9        | \$_____ 500.00   | \$_____ 4,500.00 |
| 3         | INCENTIVE TO COMPLETE WITHIN WORKING DAYS (I) | LS    | 1        | \$_____ 7,500.00 | \$_____ 7,500.00 |
|           |   |       |          |                  | Total: \$_____   |

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<br>NAME | SUBCONTRACTOR<br>LICENSE NUMBER | SUBCONTRACTOR<br>DIR<br>REGISTRATION<br>NUMBER | SUBCONTRACTOR<br>BUSINESS ADDRESS | DESCRIPTION<br>OF WORK<br>(ITEM NO.) |
|-----------------------|---------------------------------|--|-----------------------------------|--------------------------------------|
|                       |                                 |  |                                   |                                      |
|                       |                                 |  |                                   |                                      |
|                       |                                 |  |                                   |                                      |
|                       |                                 |  |                                   |                                      |
|                       |                                 |  |                                   |                                      |
|                       |                                 |  |                                   |                                      |
|                       |                                 |  |                                   |                                      |
|                       |                                 |  |                                   |                                      |

### LIST OF PREVIOUS SIMILAR JOBS

**NAME OF BIDDER:** \_\_\_\_\_

[illegible]

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):

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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. C02251  
ANNUAL SLURRY SEAL 2019**

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.

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 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. City Standards
3. City Specifications
4. Standard Specifications

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: \_\_\_\_\_