

INVITATION FOR BIDS



FOR CONSTRUCTING

TRANSIT MALL ROADBED REHABILITATION

**CITY CONTRACT NUMBER
C02395**

**Federal Project No. CA-2023-107-01-00
17-DRMIT-17003**

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

2024

ATTENTION
Prebid Conference
See Page 1



STATE OF CALIFORNIA

INVITATION FOR BIDS

CONTAINING:

NOTICE TO BIDDERS

SPECIAL PROVISIONS

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CONTRACT

FOR

TRANSIT MALL ROADBED REHABILITATION

City Contract No. C02395

Federal Project No. CA-2023-107-01-00

TRANSIT MALL ROADBED REHABILITATION

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CITY OF SANTA ROSA
STATE OF CALIFORNIA

NOTICE TO BIDDERS

➤	For technical questions regarding this project, contact Peter Porata at (707) 543-3865.
➤	For direct access to plans, specifications and plan holders' lists, go to www.srcity.org/bids and click on <u>Bid/Proposal Opportunities</u> .
➤	For direct access to bid results, go to www.srcity.org/bids . Under Link to Capital Projects, click on <u>Capital Projects Contracts</u> .

- 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 p.m., May 9, 2024, for Transit Mall Roadbed Rehabilitation, Contract No. C02395 (Engineer's Estimate: \$992,221)

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 p.m. Therefore, a bid stamped in at 1:59 p.m. will be accepted, but one delivered at or after 2 p.m. is late and will not be accepted.

Bid Opening

Prospective bidders, subcontractors, and materials suppliers are invited to attend the Bid opening via Zoom video/teleconference or in person at 69 Stony Circle, Santa Rosa, California. The bid opening is scheduled to be held at 2:00 p.m., May 9th, 2024.

The teleconference can be accessed at:

<https://srcity-org.zoom.us/j/81076795030?pwd=K1JlcGhpdkoszSTdTS0pueW9VdmdaQT09>

Phone: +1 669 219 2599

Meeting ID: 810 7679 5030

Passcode: 014981

Find your local number: <https://srcity-org.zoom.us/j/k1TbE8h5D>

Pre-Bid Meeting

Prospective bidders, subcontractors, and material suppliers are invited to attend a pre-bid meeting scheduled to be held at 10 a.m., April 18, 2024, via Zoom video/teleconference or in person at 69 Stony Circle, Santa Rosa, California.

The teleconference can be accessed at:

<https://srcity-org.zoom.us/j/89919304027?pwd=T1NSNXZ6UmVaaHRWOGF3TTZldUIJUT09>

Phone: +1 669 219 2599

Meeting ID: 899 1930 4027

Passcode: 145933

Find your local number: <https://srcity-org.zoom.us/j/kdOtcRBFom>

Federal Requirements

The work to be performed under this Contract is funded by the will be funded by the Federal Transit Administration (FTA). These grant funds are allocated by the United States Department of Transportation (US DOT) to assist with the rehabilitation of the 2-lane roadbed at the Downtown Santa Rosa Transit Mall and will prevent operational safety issues and pedestrian hazards resulting from failing pavement that has exceeded its useful life; and re-establish safe and accessible crossing facilities for pedestrian circulation. Contractor will be required to comply with all Federal Requirements set forth in the Special Provisions. Notwithstanding Section 5-1.02 of the Special Provisions, in the event of a conflict between any Federal Requirement and any other provision in the Contract Documents (as defined below), the more stringent provision shall control and prevail.

The City of Santa Rosa's Transit Division has a Disadvantaged Business Enterprise (DBE) race-neutral goal of 6.45% for fiscal years 2023-2025. All prime contractors must complete required DBE forms to be considered responsive to this bid. The City of Santa Rosa encourages prime encourages prime Contractors to assist us in meeting our goal. DBE registered firms must be listed in the Caltrans list of certified DBE firms that can be found at http://www.dot.ca.gov/hq/bep/find_certified.htm. Proposer can look up DBE firms by NAICS codes. Codes for services under this contract can include, but are not limited to the following:

- 237310 Highway, Street and Bridge Construction
- 238210 Electrical Contractors and Other Wiring Installation Contractors
- 484110 Freight Trucking

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 Award

This Contract will be awarded to the lowest responsible and responsive contractor possessing the ability to successfully perform under the terms and conditions of the proposed contract, considering such matters as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

Firms or individuals that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals or quotes may not compete in this procurement.

Project Description/Scope of Work

****Contractor shall not begin work prior to September 3, 2024.**

Rehabilitate the 500', two-lane roadbed in the Santa Rosa Transit Mall (2nd St between Santa Rosa Ave and B St.) to address service disruptions; prevent operational safety issues and pedestrian hazards resulting from failing pavement that has exceeded its useful life; and re-establish safe and accessible crossing facilities for pedestrian circulation.

Contract #: C02395

Project Title: TRANSIT MALL ROADBED REHABILITATION

Item No.	Description	Units	Quantity
1	TEMPORARY TRAFFIC CONTROL	LS	1
2	WATER POLLUTION CONTROL	LS	1
3	ADJUST UTILITY BOXES TO GRADE	EA	5
4	SUBGRADE STABILIZATION	CY	150
5	PORTLAND CEMENT CONCRETE PAVEMENT	SF	20,500
6	RECONSTRUCT CURB & GUTTER	LF	50
7	RECONSTRUCT CURB RAMPS (INCLUDE PED BARRICADE)	SF	375
8	RELOCATE EXISTING DRIVEWAY	LS	1
9	YELLOW REFLECTIVE PAVEMENT MARKERS	EA	12
10	BLUE REFLECTIVE PAVEMENT MARKERS	EA	1
11	RED METHYL METHACRYLATE PAVEMENT MARKINGS	SF	5,700
12	WHITE METHYL METHACRYLATE TURN ARROWS	EA	2
13	WHITE METHYL METHACRYLATE WORDS: BUS, ONLY	EA	2
14	YELLOW METHYL METHACRYLATE TRAFFIC STRIPES	LF	80
15	12" WHITE METHYL METHACRYLATE TRAFFIC STRIPES	LF	650
16	24" WHITE METHYL METHACRYLATE TRAFFIC STRIPES	LF	132
17	INSTALLATION OF PULL BOXES	EA	7
18	INSTALLATION OF CONDUIT	LF	100

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 license for this project.

Project plans, bid and contract forms for C02395, Transit Mall Roadbed Rehabilitation may be obtained through PlanetBids at www.srcity.org/bids. These documents can no longer be obtained at the Transportation and Public Works Department.

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

This Project is subject to the Community Workforce Agreement dated July 1, 2023, which is a Project Labor Agreement ("CWA" or "PLA") entered into between City, the North Bay Building and Construction Trades Council ("Council") and its affiliated local Unions that have executed this PLA, and the Contractors and subcontractors that perform work on this Project. Each Contractor and subcontractor must become signatory to the PLA by execution of a *Contractor Agreement To Be Bound* to the PLA in the form of Appendix A to the PLA. A copy of the PLA is available at www.srcity.org/bids. Your attention is directed to the Special Provisions, including, without limitation, Section 2.133A (Bid Forms), Section 3-1.18A (PLA/Community Workforce Agreement – Subcontractors), Section 3-1.20 (Failure to Execute Contract), Section 3.122A (PLA/Community Workforce Agreement – Subcontractors) and Article V of the Contract for additional details associated with the City's PLA requirements.

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 bond.


Gregory Mariscal (Apr 5, 2024 13:21 PDT)

GREGORY MARISCAL
Supervising Engineer

Apr 5, 2024

Date

SPECIAL PROVISIONS

General Specifications

CITY OF SANTA ROSA, CALIFORNIA

TRANSIT MALL ROADBED REHABILITATION

1 GENERAL

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

1. Special Provisions
2. Project Plans, consisting of 6 sheets entitled Transit Mall Roadbed Rehabilitation, 2024-0005
3. City of Santa Rosa Design and Construction Standards (City Standards)
4. City of Santa Rosa Construction Specifications for Public improvements (City Specifications)
5. Sections 1-10 of the State of California Department of Transportation Standard Specifications 2015 and Revised Standard Specifications 2015 (collectively, the 2015 Standard Specifications) and Sections 11-134 of the State of California Department of Transportation Standard Specifications 2018 and Revised Standard Specifications 2018 (collectively, the 2018 Standard Specifications) (the 2015 Standard Specifications and the 2018 Standard Specifications are collectively the Standard Specifications), and
6. State of California Department of Transportation Standard Plans 2018 and Revised Standard Plans 2018 (collectively, Standard Plans).

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

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

For State of California - the City of Santa Rosa;

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

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

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

For Laboratory – Materials Engineering of the City of Santa Rosa 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 claims and disputes arising under this Contract.

2 BIDDING

2-1.03 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.

2-1.06 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 Examination of Project Plans, 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 48 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. Notification of addenda will be made through PlanetBids. The listed primary contact will receive an e-mail generated by PlanetBids informing them of a recently uploaded addendum. The City will not be bound by any other explanations or interpretations of the Contract Documents.

2-1.08 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.

2-1.10 Subcontractors: The Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100-4113, inclusive (the "Act") shall apply to all subcontracts in excess of one-half of one percent of the total amount of a bid. The Act requires subcontractors, if used for such work, to be listed in the contractor's bid and prohibits the substitution of subcontractors, except as authorized by the Act. Each bidder shall, with respect to the work of any subcontractor in excess of one-half of one percent of the total amount of the bid, include as part of the bid on the bid form provided:

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

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

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

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

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

1. Unit Price Schedule
2. List of Subcontractors
3. List of Previous Similar Jobs
4. Noncollusion Declaration
5. Bid Bond Affidavit and Bidder's Signature Page
6. Bid Guaranty (Bid Bond or alternate security)
7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
8. Certification and Restriction On Lobbying
9. Certification - Government-Wide Debarment and Suspension (Non-Procurement)
10. Buy America Certification – Steel Or Manufactured Products
11. Bidders/Proposers Information Request Form for Disadvantaged/Small Business Program Requirements
12. Contractor Agreement to be Bound to the PLA in the form of Appendix A to the PLA that is signed by the Bidder.

The Form of the Contractor Agreement to be Bound to the PLA is in Appendix A to the PLA (which is entitled "Community Workforce Agreement"), a copy of which is available at www.srcity.org/bids. A successful bidder must delivery all *Contractor Agreement(s) to be Bound* to the PLA that are executed by all subcontractors subject to the terms of the PLA as required by Section 3-1.18A and Section 3.122A of these Special Provisions.

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

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 Bidders' Security: 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 Department's Decision on Bid: 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 and responsive bidder within thirty 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 100% 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 50% 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.

3-1.06 Contractor License: Contractor must be properly licensed as a contractor from Contract award through Contract acceptance (Pub Cont. Code § 10164).

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 \$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.
2. Business auto coverage	\$3 million	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.

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| 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. |
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B. Endorsements:

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

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Contract. The City reserves the right to require complete copies of all required policies and endorsements during the duration of the Contract and for a period of 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 and Project Plans. At least one complete set of the Invitation for Bids and Project Plans shall be kept at the construction site in good condition and made available to the Engineer at all times. Additional copies of the Invitation for Bids and Project Plans will be provided by the Engineer at Contractor's cost.

3-1.18A PLA/Community Workforce Agreement – Subcontractors: Within ten (10) calendar days after receipt of the Notice of Award, a successful bidder must deliver to the City executed *Contractor Agreement(s) to be Bound* to the PLA for all subcontractors subject to the PLA. The form of the *Contractor Agreement to be Bound* to the PLA is included in the Bid Forms and also is located in Appendix A to the PLA (entitled “Community Workforce Agreement”), a copy of which is available at www.srcity.org/bids

3-1.19 Bidders’ Securities: 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.

3-1.20 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.

Contractor’s failure to deliver to the City executed Contractor Agreement(s) to be Bound to the PLA for all subcontractors subject to the PLA in accordance with the deadlines and requirements of Section 3-1.18A and 3-1.22A shall also 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 executed Contractor Agreement(s) to be Bound to the PLA for all subcontractors subject to the PLA in accordance with the deadlines and requirements of Section 3-1.18A and 3-1.22A, the City may award the Contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to executed Contractor Agreement(s) to be Bound to the PLA for all subcontractors subject to the PLA in accordance with the deadlines and requirements of Section 3-1.18A and 3-1.22A, 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 executed Contractor Agreement(s) to be Bound to the PLA for all subcontractors subject to the PLA in accordance with the deadlines and requirements of Section 3-1.18A and 3-1.22A 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.

3-1.22 Subcontractors: The successful bidder shall furnish a list of all subcontractors as required under Sections 2-1.10. 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.

3-1.22A PLA/Community Workforce Agreement – Subcontractors. In accordance with the deadline set forth in Section 3-1.18A, a successful bidder must deliver to the City executed *Contractor Agreement(s) to be Bound* to the PLA for all subcontractors subject to the PLA. The form of the *Contractor Agreement to be Bound* to the PLA is included in the Bid Forms and also is located in Appendix A to the PLA (entitled “Community Workforce Agreement”), a copy of which is available at www.srcity.org/bids

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 not conform to the provisions of Section 9-1.06 of the Standard Specifications, except as modified herein.

4-1.07 Value Engineering

4-1.07B Value Engineering Change Proposal (VECP):

Contractor may submit a VECP to reduce any of the following:

1. Total cost of construction
2. Construction activity duration
3. Traffic congestion

Before preparing a VECP, meet with the Engineer to discuss:

1. Proposal concept
2. Permit issues
3. Impact on other projects
4. Project impacts, including traffic, schedule, and later stages
5. Peer reviews
6. Overall proposal merits
7. Review times required by the Department and other agencies

The VECP must not impair the project’s essential functions or characteristics, including:

1. Service life
2. Operation economy
3. Maintenance ease
4. Desired appearance
5. Design and safety

The VECP must include:

1. Description of the Contract specifications and drawing details for performing the work and the proposed changes
2. Itemization of Contract specifications and plan details that would be changed
3. Detailed cost estimate for performing the work under the existing Contract and under the proposed change; Determine the estimates under section 9-1.04 of the Standard Specifications
4. Deadline for the Engineer to decide on the changes
5. Bid items affected and resulting quantity changes

The Department is not required to consider a VECP. If a VECP is similar to a change in the Project Plans or City Specifications being considered by the Department at the time the proposal is submitted or if the proposal is based on or similar to plans or City Specifications adopted by the Department before Contract award, the Department does not accept the VECP and may make these changes without VECP payments.

If the Department does not approve a Change Order before the deadline stated in the VECP or other date Contractor subsequently stated in writing, the VECP is rejected. The Department does not adjust time or payment for a rejected VECP.

The Department decides whether to accept a VECP and the estimated net construction-cost savings from adopting the VECP or parts of it.

The Department may require Contractor to accept a share of the investigation cost as a condition of reviewing a VECP. After written acceptance, the Department considers the VECP and deducts the agreed cost.

If the Department accepts the VECP or parts of it, the Department issues a Change Order that:

1. Incorporates changes in the Contract necessary to implement the VECP or the parts adopted
2. Includes the Department's acceptance conditions
3. States the estimated net construction-cost savings resulting from the VECP
4. Obligates the Department to pay Contractor 50 percent of the estimated net savings.

In determining the estimated net construction-cost savings, the Department excludes Contractor's VECP preparation cost and the Department's VECP investigation cost, including parts paid by Contractor. If a VECP providing for a reduction in working days is accepted by the Department, 50 percent of the reduction is deducted from the Contract time.

If a VECP providing for a reduction in traffic congestion or avoiding traffic congestion is accepted by the Department, the Department pays 60 percent of the estimated net savings in construction costs attributable to the VECP. Submit detailed traffic handling comparisons between the existing Contract and the proposed change, including estimates of the traffic volumes and congestion.

The Department may apply an accepted VECP for general use on other contracts.

If an accepted VECP is adopted for general use, the Department pays only the contractor who first submitted the VECP and only for the contracts awarded to that contractor before the submission of the accepted VECP.

If the Department does not adopt a general-use VECP, an identical or similar submitted proposal is eligible for acceptance.

5 CONTROL OF WORK

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

1. Special Provisions
2. Project Plans, consisting of 6 sheets entitled Transit Mall Roadbed Rehabilitation, 2024-0005
3. City Standards
4. City Specifications
5. Standard Specifications
6. Standard Plans;

provided, that in the event of a conflict between any Federal Requirement in Section 10 of these Special Provisions and any other provision in the Contract Documents, the more stringent provision shall control and prevail.

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

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

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

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

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

“If a worker appears to the Engineer to be incompetent or acts disorderly or improperly, discharge the worker immediately upon request. Do not employ that worker again 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 coordinate and 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.

Each contractor or other entity performing work at or near the job or material site is responsible to the other for damage to work, persons, or property and for costs due to unnecessary delays.

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:

1. Stockpiling of equipment and/or materials;
2. Staging of construction;
3. Placement of work trailers or mobile offices;
4. Storage of trench spoils; or
5. Other construction related activities not specifically enumerated above.

5-1.26 Construction Surveys: 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.

5-1.27A 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.

5-1.36D(a) 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, storm drains and any other facilities that are damaged, removed or destroyed because of Contractor's operations, shall be replaced in accordance with City Standards at a minimum and restored to the same or better condition. Concrete surface treatment and score marks shall match adjacent existing concrete improvements.

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

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

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

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

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

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

5-1.43 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 Contractor disputes the City's written response, or if the City fails to respond to a Claim within the time prescribed, 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 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 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

6-2.01G 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.

6-2.01H 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.

6-2.01I Material Submittals: Upon award of the Contract by City, Contractor shall submit to the Engineer a list of all materials proposed to be used on this project and any supporting documentation and/or samples required and source of supply.

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

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

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

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

6-2.03D 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:

1. 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;
2. Contractor destroys markouts;
3. Contractor fails to perform hand digging or probing for utilities near markouts; or

4. 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: 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.

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

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

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

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

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

1. Promptly notify City in writing of the following conditions before any such conditions are disturbed:
 - a. Material that 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;
 - b. Subsurface or latent physical conditions at the site differing from those indicated in the Invitation for Bids; and
 - c. 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.
2. 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.
3. 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 (3) Patents and Royalties: All fees, royalties, or claims for any patented invention, article, process or method that may be used upon or in any manner connected with the work under this Contract shall be paid by Contractor. Contractor and its sureties shall protect and hold harmless City and its officers, agents, and employees from any and all demands made for such fees royalties or claims brought or made by any third party, and before the final payment is made on the account of the Contract, Contractor shall, if requested by City, furnish acceptable proof of a proper release from all such claims and liabilities.

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

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

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

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

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

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

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

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

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

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

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

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

8 PROSECUTION AND PROGRESS

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

8-1.04B Standard Start: Contractor shall not begin work prior to September 3rd, 2024. Contractor shall begin work within ten calendar days after the date authorized in the Notice to Proceed and shall diligently prosecute the Contract to completion before the expiration of:

45 WORKING DAYS

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

Unless otherwise directed by Engineer, Contractor shall not conduct any activities that generate noise earlier than 8:00 a.m. or later than 5:00 p.m.

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.

8-1.13 Contractor's Control Termination: Attention is directed to Section 8-1.13 of the Standard Specifications. City may terminate Contractor's control of the work for failure to include the Federal Requirements in Contractor's subcontracts.

8-1.14. Contract Termination: Attention is directed to Section 8-1.14 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 15th day after receipt of the written request from the Engineer. If the 15th day falls on a weekend, holiday, or day City offices are closed, then the information shall be provided to the Engineer no later than close of the next business day. Failure to submit the requested information to the Engineer within the time specified will be sufficient cause for denying the Claim.

Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated Claim investigator or auditor shall have access to those records and any other records as may be 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.*, and the United States False Claims Act, title 31, United States Code sections 3729 *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 and the United States False Claims Act.

10 FEDERAL REQUIREMENTS

10-1 FEDERALLY FUNDED PROJECTS.

This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of the Contract Documents, including, without limitation, all requirements set forth in the forms, documents and agreement(s) attached to this Section 10 of these Special Provisions as Exhibit 10-A.

Contractor must comply with all Federal Requirements and complete all forms set forth in the Special Provisions, including, without limitation, those set forth in this Section 10 and all requirements set forth in the forms, documents and agreement(s) attached to this Section 10 of these Special Provisions as Exhibit 10-A. Notwithstanding Section 5-1.02 of the Special Provisions, in the event of a conflict between any Federal Requirement and any other provision in the Contract Documents (as defined below), the more stringent provision shall control and prevail.

The City of Santa Rosa's Transit Division has a Disadvantaged Business Enterprise (DBE) race-neutral goal of 6.45% for fiscal years 2023-2025. All prime contractors must complete required DBE forms to be considered responsive to this bid. The City of Santa Rosa encourages prime contractors to assist us in meeting our goal. DBE registered firms must be listed in the Caltrans list of certified DBE firms that can be found at http://www.dot.ca.gov/hq/bep/find_certified.htm. Proposer can look up DBE firms by NAICS codes. Codes for services under this contract can include, but are not limited to the following:

- 237310 Highway, Street and Bridge Construction
- 238210 Electrical Contractors and Other Wiring Installation Contractors
- 484110 Freight Trucking

Additional Copies of any funding agreement between City and a funding agency or agencies will be made available upon request.

10-2. ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to

performance of this contract in accordance with 2 CFR § 200.337.

- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

10-3 AMERICANS WITH DISABILITIES ACT(ADA)

The contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

10-4 BOND REQUIREMENTS

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or passthrough entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s requirements under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

It is also understood and agreed that if the bidder should withdraw any part or all of their bid within [90] days after the bid opening without the written consent of the Agency, or refuse or be unable to enter into this Contract as provided above, or refuse or be unable to furnish adequate and acceptable Performance and Payment Bonds, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, it shall forfeit its bid guaranty to the extent Agency’s damages occasioned by such withdrawal, or refusal, or inability to enter into a Contract, or provide adequate security thereof.

It is further understood and agreed that to the extent the defaulting bidder’s bid guaranty shall prove inadequate to fully recompense Agency for the damages occasioned by default, then the

bidder agrees to indemnify Agency and pay over to Agency the difference between the bid guarantee and Agency's total damages so as to make Agency whole.

The bidder understands that any material alteration of any of the above or any of the material contained herein, other than that requested will render the bid unresponsive.

Performance Guarantee. A Performance Guarantee in the amount of 100% of the Contract value is required by the Agency to ensure faithful performance of the Contract. Either a Performance Bond or an Irrevocable Stand-By Letter of Credit shall be provided by the Contractor and shall remain in full force for the term of the Contract. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to the Agency within ten (10) business days from Contract execution. The Agency requires all Performance Bonds to be provided by a fully qualified surety company acceptable to the Agency and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. Agency may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Agency may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Bidder chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable StandBy Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by the Agency if:

1. A bank in good standing issues it. The Agency will not accept a Letter of Credit from an entity other than a bank.
2. It is in writing and signed by the issuing bank.
3. It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.
4. The Agency is identified as the Beneficiary.
5. It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.
6. The effective date of the Letter of Credit is the same as the effective date of the Contract
7. The expiration date of the Letter of Credit coincides with the term of the contract.
8. It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between the Agency and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. A Labor and Materials Payment Bond equal to the full value of the contract must be furnished by the contractor to Agency as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to (Agency) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

10-5 BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)I, 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>.

10-6 RESTRICTIONS ON LOBBYING

Conditions on use of funds.

- a. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.
- c. Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.
- d. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.
- e. Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

- a. Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:
 - 1. Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - 2. An award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000.

- b. Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:
 - 1. A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
 - 2. A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

- c. Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:
 - 1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - 2. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - 3. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- d. Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:
 - 1. A subcontract exceeding \$100,000 at any tier under a Federal contract;
 - 2. A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
 - 3. A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
 - 4. A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, Shall file a certification, and a disclosure form, if required, to the next tier above.

- e. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.
- f. Any certification or disclosure form filed under paragraph I of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31, U.S. Code.
- g. For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.
- h. No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

10-7 CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

10-8 CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

- 1. **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

- a. Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.
 - b. Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
2. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
3. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
4. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the

Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.
4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
5. **Promoting Free Speech and Religious Liberty.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

10-9 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or

regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

10-10 CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Intelligent Transportation Systems (ITS) projects shall conform to the National ITS Architecture and standards pursuant to 23 CFR § 940. Conformance with the National ITS Architecture is interpreted to mean the use of the National ITS Architecture to develop a regional ITS architecture in support of integration and the subsequent adherence of all ITS projects to that regional ITS architecture. Development of the regional ITS architecture should be consistent with the transportation planning process for Statewide and Metropolitan Transportation Planning (49 CFR Part 613 and 621).

10-11 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

10-12 DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing

Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

10-13 DEBARMENT AND SUSPENSION

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a. Debarred from participation in any federally assisted Award;
- b. Suspended from participation in any federally assisted Award;
- c. Proposed for debarment from participation in any federally assisted Award;
- d. Declared ineligible to participate in any federally assisted Award;
- e. Voluntarily excluded from participation in any federally assisted Award; or
- f. Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10-14 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, each FTA Recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency's written consent; and that, unless the Agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

10-15 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

10-16 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10-17 NOTICE TO THIRD PARTY PARTICIPANTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and

Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

10-18 FLY AMERICA

a. Definitions. As used in this clause—

1. “International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. 2) “United States” means the 50 States, the District of Columbia, and outlying areas. 3) “U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b. When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, Agencies, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c. If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d. In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign flag air carrier service for the following reasons. See FAR § 47.403. [State reasons]:

e. Contractor shall include the substance of this clause, including this paragraph I, in each subcontract or purchase under this contract that may involve international air transportation.

10-19 FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

1. The contractor certifies that it:

a. Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

b. Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

2. Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any subagreement.

10-20 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

10-21 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

10-22 NOTIFICATION TO FTA

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
2. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
3. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the

False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

10-23 SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10-24 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

10-25 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

10-26 PROMPT PAYMENT

(Does not apply to projects fully funded by the Tribal Transportation Program (TTP).)

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

10-27 SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

10-28 SEISMIC SAFETY

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

10-29 SPECIAL NOTIFICATION REQUIREMENTS FOR STATES

Applies to States –

- a. To the extent required under federal law, the State, as the Recipient, agrees to provide the following information about federal assistance awarded for its State Program, Project, or related activities:
 1. The Identification of FTA as the federal agency providing the federal assistance for a State Program or Project;
 2. The Catalog of Federal Domestic Assistance Number of the program from which the federal assistance for a State Program or Project is authorized; and
 3. The amount of federal assistance FTA has provided for a State Program or Project.
- b. Documents - The State agrees to provide the information required under this provision in the following documents: (1) applications for federal assistance, (2) requests for proposals or solicitations, (3) forms, (4) notifications, (5) press releases, and (6) other publications.

10-30 SPECIAL DOL EEO CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- .5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

10-31 SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317 200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America's eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

10-32 SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof that conform to federal laws, regulations, requirements, and guidance will continue in effect.

10-33 TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Convenience (Professional or Transit Service Contracts)

The Agency, by written notice, may terminate this contract, in whole or in part, when it is in the Agency's interest. If this contract is terminated, the Agency shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in

this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Agency goods, the Contractor shall, upon direction of the Agency, protect and preserve the goods until surrendered to the Agency or its agent. The Contractor and Agency shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

Termination for Convenience or Default (Architect and Engineering)

The Agency may terminate this contract in whole or in part, for the Agency's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Agency's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. Agency has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

If the termination is for the convenience of the Agency, the Agency's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the Agency may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Agency. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Agency

Termination for Convenience or Default (Cost-Type Contracts)

The Agency may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of Agency or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Agency, or property supplied to the Contractor by the Agency. If the termination is for default, the Agency may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Agency and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of Agency, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a Notice of Termination for Default, the Agency determines that the Contractor has an excusable reason for not performing, the Agency, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

10-34 TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

- a. Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;
 - b. Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or
 - c. Use forced labor in the performance of the Recipient's Award or subagreements thereunder.
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10-35 VETERANS HIRING PREFERENCE

Veterans Employment - Recipients and subrecipients of Federal financial assistance shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

10-36 VIOLATION AND BREACH OF CONTRACT

Disputes:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies:

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

EXHIBITS TO SECTION 10 OF THE SPECIAL PROVISIONS

<u>EXHIBIT 10-A:</u>	DISADVANTAGED/SMALL BUSINESS ENTERPRISE FORMS
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EXHIBIT 10-A

To Section 10 of the SPECIAL PROVISIONS

DISADVANTAGED/SMALL BUSINESS ENTERPRISE FORMS

Disadvantaged/Small Business Enterprise Forms

All Santa Rosa CityBus contracts include the requirement that the Contractor submit the following forms as part of our Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Programs:

Bidders/Proposers Information Request Form	To be submitted with a bid or proposal; must also be submitted upon contract award if the information has changed
Progress Payment Report	To be submitted with every invoice
Subcontractor Payment Declaration	To be submitted within five days of each Contractor payment to a subcontractor (and a Contractor is to pay all subcontractors within ten days of receiving payment)
Final Expenditure Report	To be submitted upon contract completion

These forms are necessary to monitor our federally-mandated DBE Program and SBE Program.

How to fill out the Bidders/Proposers Information Request Form

1. Name of Project/Proposal – insert name of the Santa Rosa CityBus Request for Proposals (RFP) or Invitation for Bids (IFB)
2. Project/Proposal Number – insert Santa Rosa CityBus-assigned number of the relevant RFP or IFB
3. Proposer Business Name and Address – insert company name and address of prime contractor. If proposal or bid is being made by a joint venture, contact Santa Rosa CityBus for an alternate form.
4. Name of Person Submitting Bid – insert contact name for the prime contractor
5. Signature of Proposer – signature of person listed in number 4
6. Date – date proposal or bid is being submitted
7. Note the requirements in small print – “IMPORTANT: 1) Identify all DBE and/or SBE firms being claimed for credit. 2) List names of all DBE and/or SBE subcontractors and their respective items of work. 3) Attach copy of the proof of DBE and/or SBE certification for each DBE and/or SBE subcontractor listed on this form. 4) Attach “Intent to Perform” letter signed by the subcontractor.”

Certification must be attached. Santa Rosa CityBus accepts DBE participation only from firms currently certified in the California Unified Certification Program (CUCP). For SBE participation, certifications are accepted from the CUCP and/or the State of California Department of General Services. If a proposal or bid includes subcontractors, a letter stating the subcontractor’s intent to perform work on the project must be attached.

8. Sections A and B must be completed, even if there is no DBE or SBE participation planned for the contract. The information in this section is required for Santa Rosa CityBus DBE/SBE Program monitoring purposes and for maintaining a federally-required bidders list. **Do not write “not applicable” or “n/a”.** If a proposal or bid is being submitted by one firm or individual, with no partners or subcontractors, then that firm or individual is the PRIME Contractor and must complete Section A. Even if the name, address and phone number are the same as provided above on the form, the remaining columns must be completed; do not write “same as above”. **All subcontractors, whether DBE and/or SBE or non-DBE/SBE, must be listed in Section B.** Use additional sheets if necessary. If there are no subcontractors proposed, Section B will remain blank.

- Age of firm – how many years the firm has been in business
- NAICS Code – North American Industry Classification System Code. Codes can be found at www.census.gov/naics.
- Annual Gross Receipts of Firm – a range may be provided, e.g., less than \$500,000; \$500,000 - \$1,000,000; \$1,000,000 - \$5,000,000; \$5,000,000 - \$10,000,000; etc.
- Certified DBE/SBE – mark yes or no in this column. If “yes”, list the type of certification: CUCP or DGS.
- DBE/SBE Certifying Agency – if you marked yes as a Certified DBE/SBE, note which agency your certification is from—Caltrans, BART, SFMTA, etc.

- Type of DBE and/or SBE – if you marked yes as a Certified DBE and/or SBE, put the number that corresponds to the type of DBE as follows:
 1. Black Americans
 2. Hispanic Americans
 3. Native Americans
 4. Asian-Pacific Americans
 5. Subcontinent Asian Americans
 6. Women
 7. Other
- Award Amount – leave this column blank, unless you are submitting an updated form after contract award
- Percentage of Contract Participation – if only one firm or individual is proposing or bidding, with no partners or subcontractors, this is 100% for the prime contractor. Fill in appropriate percentages for each firm if some of the work is being subcontracted. Note that the total at the bottom of the form must be 100% when all percentages are added.

How to fill out the Progress Payment Report

- Contract Award Date – insert date of contract award
- Santa Rosa CityBus Contract No. – this number should be listed on your contract or Notice to Proceed (NTP). If unsure, contact the Project Manager you are working with
- Contract Title – this should also be in the contract or your NTP. If unsure, contact the Project Manager you are working with
- Prime Contractor – self explanatory
- Contact Person – self explanatory
- Contact Phone No. – self explanatory
- Contact Email – self explanatory
- Prime Contractor Address – self explanatory
- Signature – self explanatory
- Invoice Date – self explanatory
- Invoice No. – self explanatory
- For the Period – invoice period
- 1. Award Amount of Prime Contract – insert the total dollar amount of the contract, which can be found in the Compensation clause of the contract. Please note that NTP's may be for less than the total amount of the contract; enter the total amount of the contract, not the total for any one NTP or task order
- 2. Amount of Change Orders, Amendments and Modifications to Date – enter the total amount of any contract change orders, amendments or modifications
- 3. Total Contract Amount to Date – add Lines 1 and 2
- 4. Total Amount for this Invoice – amount of the invoice this report is accompanying. If contract has retention provisions, subtract the retention amount for this invoice from this amount
- 5. Total Previously Invoiced Awaiting Payment – amount of any previously submitted invoices not yet paid (less retention if the contract has a retention provision)
- 6. Total Amount Paid to Date – total amount received; this does not include the invoices in Lines 4 or 5
- 7. Total Invoice Amount Requested to Date – add Lines 4, 5 and 6

8. Total Retention to Date (*for contracts with retention only*) – total amount retained to date. As retention is released, deduct the released amount from this total, and add to the Total Amount Paid to Date
- 8/9. Percent Complete – contract percentage completed; divide Line 7 by Line 3 (*Lines 7 + 8 divided by Line 3 for contracts with retention*)

Part 2: Consultant/Subconsultant Payment Detail Summary

This section is very similar to Part 1, above, but has lines for inputting the same information for each contract participant—prime and subs.

- A. Name of Firm – all firms working on the contract should have a row, even if they are not billing on this particular invoice
- B. DBE/SBE – mark DBE, SBE, or N. If a firm is both a DBE and a CA SBE, please mark as appropriate.
- C. Portion of Work – percentage of work that each firm is expected to perform on the contract. The sum of this column should be 100%
- D. Contract Amount – the dollar amount that each firm is expected to perform on the contract at the time of award. The sum of this column should equal the contract amount in Line 1 on page 1
- E. Amount of Change Orders to Date – the dollar amount of any change orders, modifications or amendments, broken down by contractor (prime and/or subs). The sum of this column should equal the amount in Line 2 on page 1
- F. Total Contract Amount + Change Orders – the total dollar amount that each firm is expected to perform on the contract. The sum of this column should equal the total contract amount in Line 3 on page 1
- G. Amount Invoiced This Period – the dollar amount invoiced by each contractor, prime and sub, for this invoice. If a particular firm did not bill on this invoice, put \$0.00. The sum of this column should equal the total invoice amount (Line 4 on page 1)
- H. Previously Invoiced Awaiting Payment – broken down by company. The sum of this column should equal Line 5 on page 1
- I. Amount Paid to Date – again, broken down by company. The sum of this column should equal Line 6 on page 1
- J. Total Retention to Date (*for contracts with retention only*) – total amount retained to date broken down by company. The sum of this column should equal Line 8 on page 1
- J/K. Percent Complete to Date – total amount billed divided by contract amount, broken down by company. The percentage total of this column should equal Line 8 (Line 9 for contracts with retention) on page 1

How to fill out the Subcontractor Payment Declaration

The items required on this form are self explanatory. Subconsultants must be paid within ten days of the prime contractor's receipt of payment from Santa Rosa CityBus, and this form must be submitted within five days of payment to the subconsultant. Please contact your Project Manager with any questions.

How to fill out the Final Expenditure Report

This report is an update of your Bidders/Proposers Information Request Form, based on actual contract data. The information required on this form should be self explanatory. Please contact your Project Manager with any questions.

SANTA ROSA CITYBUS
BIDDERS/PROPOSERS INFORMATION REQUEST FORM
To be completed by Prime Contractor and submitted as part of bid/proposal.

NAME OF PROJECT/PROPOSAL		PROJECT/PROPOSAL NUMBER										
PROPOSER BUSINESS NAME AND ADDRESS												
NAME OF PERSON SUBMITTING BID		DATE										
CONTACT PERSON NAME		CONTACT EMAIL										
CONTACT PHONE NUMBER		CONTACT EMAIL										
[IMPORTANT: 1) Identify all DBE and/or SBE firms being claimed for credit. 2) List names of all DBE and/or SBE subcontractors and their respective items of work. 3) Attach a copy of the proof of DBE and/or SBE certification for each DBE/SBE subcontractor listed on this form. 4) Attach "Intent to Perform" letter signed by the subcontractor.]												
LIST BUSINESS FIRM(s) List Name, Address, and Contact Person (if not the same as above)	Phone Number	Email Address	Age of Firm	Item of Work, Service or Materials Supplied	NAICS Code (if known) *	Annual Gross Receipts of Firm	Certified DBE (Y/N)	Certified SBE (Y/N)	DBE-SBE Participation Certifying Agency	Type of DBE**	Award Amount	Percentage of Contract Participation
A. PRIME Contractor												
B. Subcontractor/Vendor/Joint Venture												
TOTAL											\$0	0.00%

* NAICS Code: North American Industry Classification System Code. Codes can be found at <http://www.census.gov/naics>
 ** Types of DBE: (1) Black Americans (2) Hispanic Americans (3) Native Americans (4) Asian-Pacific Americans (5) Subcontinent Asian Americans (6) Women (7) Other (designated by the Small Business Administration)
 - DBEs must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website <http://dot.ca.gov/hq/bep/ucp.htm> for a list of participating agencies.
 - SBEs must be certified by the California Department of General Services (<https://cagprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>)
 - Important: Attach the proof of certification for each DBE/SBE firm used toward meeting the DBE/SBE goal (i.e. screen shot, letter from certifying agency or at least DBE/SBE firm #)
 - This information will be used to create and maintain a federally-required Bidders List, regardless of DBE/SBE participation.
 - Use additional sheets as necessary.

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:
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The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the City of Santa Rosa Transit Division as:

Name DBE and/or SBE Subcontractor _____
Address _____
City _____ State _____ Zip _____

Please check all that apply:
Disadvantaged Business Enterprise (DBE) _____
Small Business Enterprise (SBE) _____

The DBE/SBE status of the above named subcontractor is certified by _____.
The above named subcontractor is prepared to perform the described work listed on the Bidders/Proposers Information Request form, in connection with the above contract upon execution of the bid and subsequent award of contract. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the Bidders/Proposers Information Request form and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the “attached” Bidders/Proposers Information Request form:

Amount \$ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the DBE and/or SBE subcontractor.

Affirmation

The above named DBE and/or SBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of DBE/SBE Subcontractor	Name of Bidder
Signature / Title	Signature / Title
Date	Date

**SANTA ROSA CITYBUS
PROGRESS PAYMENT REPORT**

To be completed by Prime Contractor and submitted with every monthly invoice.

PART 1: PROJECT SUMMARY

Contract Award Date:	Santa Rosa Contract No.:	Contract Title:	
Prime Contractor:	Contact Person:	Contact Phone No.:	Contact Email:
Prime Contractor Address:		Signature:	
Invoice Date:	Invoice No.:	For the Period:	

1. Award amount of Prime Contract	\$ -
2. Amount of Change Orders, Amendments and Modifications to Date	\$ -
3. Total Contract Amount to Date including Change Orders, Amendments and Modifications (Line 1 + Line 2)	\$ -
4. Total Amount for this Invoice	\$ -
5. Total Previously Invoiced Awaiting Payment	\$ -
6. Total Amount Paid to Date (not including Lines 4 and 5)	\$ -
7. Total Invoice Amount Requested to Date (Line 4 + Line 5 + Line 6)	\$ -
8. Percent Complete (Line 7/Line 3)	0%

PART 2: CONSULTANT/SUBCONSULTANT PAYMENT DETAIL SUMMARY

A	B-1	B-2	C	D	E	F	G	H	I	J
Name of Firm (Including Prime, Subs, Vendors, and Joint Ventures)	DBE (Y/N)	SBE (Y/N)	Portion of Work (%)	Contract Amount (\$)	Amount of Change Orders to Date (\$)	Total = Contract Amount + Change Orders (D+E) (\$)	Amount Invoiced This Period (\$)	Previously Invoiced Awaiting Payment (\$)	Amount Paid to Date (\$)	Percent Complete to Date ([G+H+I] / F) (%)
TOTAL			0	0	0	0	0	0	0	0

SANTA ROSA CITYBUS
SUBCONTRACTOR PAYMENT DECLARATION

This form must be completed and submitted by the Prime Contractor for all subcontractors, vendors, and joint venture partners for every invoice submitted to Santa Rosa CityBus within five (5) working days following actual payment to subconsultant. Payments to subconsultant shall be made no later than ten (10) working days following receipt of progress payment from Santa Rosa CityBus. Use additional sheets if necessary. Failure to submit all required information may lead to partial withholding of progress payment.

Date: _____ Contract No.: _____

Contract Title: _____

Prime Contractor: _____

Invoice Date: _____ Invoice No.: _____

For the Period: _____

Total Amount of Invoice: _____ Santa Rosa Check #: _____

Subcontractor/ Vendor/JV	DBE (Y/N)	SBE (Y/N)	Business Address Payment Sent To	Amount Paid	Payment Date	Check Number

Total Amount Paid to Subconsultants (this Pay Period)	\$0.00	
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I/We declare under penalty of perjury under the laws of the State of California that the above information is complete, and that the tabulated amounts paid to date are accurate and correct.

Signature of Contact Person

Date

Print Name

Phone

To be completed by Prime Contractor at the end of the contract.

Comments/Notes: (Explain cost overruns or discrepancies; DBE firm substitutions, etc...)

- This information will be used to create and maintain a federally-required Bidders List, regardless of DBE/SBE participation.



TECHNICAL SPECIFICATIONS

FOR

TRANSIT MALL ROADBED REHABILITATION

CONTRACT NO. C02395



03/28/2024

2024

12 TEMPORARY TRAFFIC CONTROL

12-1 General

12-1.01 General: Construction area traffic control devices shall be installed and maintained in accordance with the applicable sections of these Special Provisions, the Standard Specifications, the current Edition of the California Manual on Uniform Traffic Control Devices (CA MUTCD), the Americans with Disabilities Act (ADA), and as directed by the Engineer.

The Contractor is made aware that the limits of this project are within the congested area of downtown Santa Rosa, and the Contractor should expect and be prepared for times of heavy vehicle, bicycle, and pedestrian traffic around the project area.

12-1.04 Payment: Furnishing flaggers shall be considered as included in the contract lump sum price paid for traffic control.

12-3 Temporary Traffic Control Devices

12-3.01 General: The Transit Mall shall be fenced off to vehicular and pedestrian traffic at all times during construction in accordance with these Special Provisions and the Plans. Attention is directed to Section 12-4.04 of these Special Provisions for specific pedestrian traffic requirements.

12-4 Maintaining Traffic

12-4.01A General:

1. The location of traffic control signing, barricades/fencing, and other facilities shall be monitored frequently by the Contractor to verify their proper location.
2. The Contractor shall conduct these operations to minimize obstruction and inconvenience to traffic and to places of business adjacent to the work.
3. Access for garbage services shall be maintained for all buildings. If access cannot be maintained, the Contractor shall relocate garbage containers to an area where they may be collected and return the containers back to their original location on the same day. Coordination with Recology and the Property Manager shall be the Contractor's responsibility.

12-4.02 Closure Requirements: Attention is directed to Section 7-1.03, "Public Convenience" of the Standard Specifications and Section 5-1.05, "Order of Work," of these Special Provisions.

Exact locations of Project Identification signs and Advance Notice signs (7-1.03, "Public Convenience") shall be determined in the field by the Engineer.

The Contractor shall not park construction vehicles, contractor employee vehicles, stage materials or stockpiles in front of any business or residential driveway access and the Contractor shall maintain access to private parking lots within the block where work is in progress. Construction vehicles shall not be left running for any length of time if parked in front of a business or residential unit.

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

Barricades and flaggers shall be positioned to allow safe turns at intersections and curves.

The Contractor shall maintain traffic control as necessary and as directed by the Engineer for "cat-tracking" operations by City Forces. Flaggers, barricades, signing, etc., shall remain in place for protection of City personnel until such time as all temporary lane delineation is complete.

12-4.04 Temporary Pedestrian Access Routes

12-4.04A(1) Summary: The Contractor is directed to Chapter 6D, "Pedestrian and Worker Safety", of the CA MUTCD, the Standard Specifications, and these Special Provisions.

The Transit Mall shall be fenced off to pedestrian traffic during construction via typical interlocking construction chain-link fence panels, as shown on the Plans. Signage directing pedestrians to alternate routes shall be placed at appropriate locations as determined by the Engineer in the field. Emergency exits for the Roxy Theater and parking garage along the south side of the Transit Mall (2nd Street) shall remain accessible at all times.

Pedestrians shall be provided with a safe convenient and accessible pathway. All pedestrian pathways shall be in compliance with the requirements of the Americans with Disabilities Act (ADA) and the CA MUTCD.

Pedestrian routes shall not be impacted for the purposes of any non-construction activities such as parking of vehicles or equipment or stock piling of materials. Pedestrians shall not be led into conflicts with work site vehicles, equipment, or operations.

12-4.04D Payment: Payment for **Temporary Traffic Control** shall be made per the contract **lump sum** price, as stated in the Bid Schedule. The contract unit price shall include furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified.

- END OF SECTION -

13 WATER POLLUTION CONTROL

13-1 General

13-1.01A Summary: Water Pollution Control shall be performed in accordance with the requirements of the Standard Specifications and these Special Provisions. 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.
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 these Special Provisions the CASQA Handbook BMP numbers are appended to the associated Standard Specification sections. If a conflict occurs the CASQA Handbook BMP's shall govern.

13-1.01B Definitions

Construction phase: The construction phase starts at the start of job site activities and ends at Contract acceptance.

13-1.01C Submittals

13-1.01C(4)(c) Water Quality Monitoring Reports: If the project is less than one (1) acre the Contractor shall complete and sign the Storm Water Correction Notices (below) with the City as part of the Storm Water Permit.

13-1.04 Payment: Payment for **Water Pollution Control** shall be made per the contract **lump sum** price, as stated in the Bid Schedule. The contract lump sum price shall include, but not be limited to, implementation of temporary construction best management practices (BMP's) per the California Stormwater Quality Association (CASQA) Stormwater Best Management Practice Handbook, latest edition, in compliance with all applicable local permits and regulations including furnishing, installation, and maintenance and inspection of BMP's including and all labor, tools, equipment, materials and incidentals required to complete the work. No additional compensation will be allowed, therefore.

STORM WATER CORRECTION NOTICE

FAILURE TO CORRECT BY DUE DATE MAY RESULT IN STOP WORK NOTICE!

PROJECT NAME: _____

JOB ADDRESS: _____

PROJECT / PERMIT #: _____ DATE: _____

☐ No storm water deficiencies identified

I HAVE INSPECTED THIS PROJECT SITE. THE FOLLOWING ISSUES AND DEFICIENCIES HAVE BEEN IDENTIFIED AND REQUIRE CORRECTIVE ACTION:

STORMWATER BMPs:

- | | | | |
|---|---|---------------------------|-------------------------|
| <input type="checkbox"/> Storm Drain Protection: | Install | Maintain | Replace |
| <input type="checkbox"/> Perimeter Controls: | Install | Maintain | Replace |
| <input type="checkbox"/> Housekeeping: | Sweep | Clean | Remove Garbage & Debris |
| <input type="checkbox"/> Stockpiles: | Cover | Perimeter Controls | Remove |
| <input type="checkbox"/> Debris Bins: | Cover | Perimeter Controls | |
| <input type="checkbox"/> Tracking: | Clean-Up | Install Tracking Controls | |
| <input type="checkbox"/> Portable Toilet: | Secondary Containment Required | | |
| <input type="checkbox"/> Concrete: | Install BMPs for Pumper or Concrete Truck
Cover / Maintain Concrete Washout Containers | | |
| <input type="checkbox"/> Sediment & Erosion: | Install Appropriate Controls | Dust Controls | |
| <input type="checkbox"/> Other: | | | |

***ALL DEFICIENCIES MUST BE CORRECTED PRIOR TO NEXT RAIN EVENT OR NO LATER THEN DUE DATE, WHICHEVER IS SOONER.**

DATE REQUIRED (SEE NOTE*): _____

INSPECTOR: _____ PH #: (_____) _____

CONTRACTOR SIGNATURE: _____ DATE: _____

Inspection Type: ☐ **Monthly** (Oct 1st-April 30th)

☐ **Pre-Rain** (Sept 1st-Oct 1st)

☐ **Deficiency Re-Inspection**

☐ **Following First 0.25" Rain**
(within two [2] business days)

13-2 Water Pollution Control Program

13-2.01A Summary: Preparation of a Water Pollution Control Program shall be performed in accordance with the requirements of the Standard Specifications and these Special Provisions.

13-2.01C 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.

13-2.04 Payment: Payment for Water Pollution Control Program shall be considered as included in the contract lump sum price paid for Water Pollution Control.

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 is 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

13-4.01A Summary: All Job Site Management work shall be performed in accordance with the requirements of the Standard Specifications and these Special Provisions.

13-4.03 Construction

13-4.03B Spill Prevention and Control: The Contractor shall comply with CASQA Spill Prevention and Control (BMP WM-4). If a spill occurs at the construction site and the Contractor do 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 15 percent of the costs incurred by the City, shall be deducted from any amounts owed to the Contractor hereunder.

In the event there are insufficient amounts owed to the 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 the Contractor for violations of City Code Chapter 17-12, “Storm Water”.

13-4.03C Material Management

13-4.03C(3) Stockpile Management: The Contractor shall comply with CASQA Stockpile Management (BMP WM-3). Do not allow soil, sediment, or other debris from stockpiles to enter storm drains, open drainages, or watercourses; furthermore, do not allow stockpiles to block storm water flows.

13-4.03D Waste Management

13-4.03D(1) General: The Contractor shall comply with 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, subcontractors, or any company hired by the Contractor on a daily basis.

13-4.03D(3) Concrete Waste: The Contractor shall comply with 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.

Collect concrete waste simultaneously with the waste-producing activity. Concrete waste includes grout, dust, debris, residue, and slurry from demolition, saw cutting, coring, grooving, washing, or grinding activities. Dispose of liquid residue from concrete grooving, washing, or grinding activities at an appropriate permitted disposal facility.

13-4.03D(4) Sanitary and Septic Waste: The Contractor shall comply with 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. The Contractor shall store liquid waste in structurally sound, leak-proof containers.

13-4.03E Nonstormwater Management

13-4.03E(1) Water Control and Conservation: The Contractor shall comply with CASQA Water Conservation Practices (BMP NS-1 and NS-2).

13-4.03E(3) Vehicle and Equipment Cleaning: The Contractor shall comply with CASQA Vehicle and Equipment Cleaning (BMP NS-8).

13-4.03E(4) Vehicle and Equipment Fueling and Maintenance: The Contractor shall comply with CASQA Vehicle and Equipment Fueling (BMP NS-9), and CASQA Vehicle and Equipment Maintenance (BMP NS-10).

13-4.03E(7) Paving, Sealing, Saw cutting, 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

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, if applicable.
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, liquid, and sludge 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)

13-4.03F Sweeping: The Contractor shall comply with CASQA Street Sweeping and Vacuuming (BMP SE-7).

13-4.03H Dust Control: All dust-producing work and unpaved construction sites shall require a minimum watering in the middle and ending of each workday. The frequency of watering shall increase if dust is airborne. Watering shall not produce runoff.

The Contractor shall maintain dust control to the satisfaction of the Engineer, seven (7) days a week, 24 hours per day. At the end of each workday, the Contractor shall thoroughly sweep all streets affected by the project to minimize airborne dust. At the end of each work week, the Contractor shall sweep all streets in the work zone with a commercial street sweeping truck equipped with a rear pick-up broom.

At the Engineers discretion, additional sweeping or watering may be required, including the use of a commercial street sweeping truck equipped with a rear pick-up broom, at any time or place dust or debris is apparent and at no additional cost to the City.

Sweeping, covering stockpiles, and applying water and/or dust palliative to control dust caused by public traffic is not change order work.

13-4.04 Payment: Payment for Job Site Management shall be considered as included in the contract lump sum price paid for Water Pollution Control, which includes all maintenance costs.

13-6 Temporary Sediment Control

13-6.01A Summary: Temporary Sediment Control shall be performed in accordance with the requirements of the latest edition of the Caltrans Storm Water Quality Handbook.

13-6.03 Construction

13-6.03C Temporary Drainage Inlet Protection: The Contractor shall comply with CASQA temporary drainage inlet protection (BMP SE-10) for catch basin protection and storm drain inlet protection.

13-6.04 Payment: Payment for Temporary Sediment Control shall be considered as included in the contract lump sum price paid for Water Pollution Control, which includes all maintenance costs.

13-7 Temporary Tracking Control

13-7.01A Summary: All Temporary Tracking Control work shall be performed in accordance with the requirements of the Standard Specifications and these Special Provisions.

13-7.01C Construction: It has been assumed that the majority of construction traffic will remain on an existing concrete surface; if a construction site entrance and exit is required, it shall comply with CASQA Stabilized Construction Site Entrance and Exit (BMP TC-1).

13-7.02D Payment: Payment for Temporary Tracking Control, including the maintenance of a temporary construction entrance or roadway, shall be considered as included in the contract lump sum price paid for Water Pollution Control. The Contractor shall be responsible for the total cost of maintaining a temporary construction entrance or roadway. The City does not pay for one-half of the cost. The department does not pay for the relocation of temporary construction entrances or roadways during work progress.

- END OF SECTION -

14 ENVIRONMENTAL STEWARDSHIP

14-10 Solid Waste Disposal and Recycling

14-10.01 General: Solid Waste Disposal and Recycling shall be performed in accordance with the requirements of the Standard Specifications and these Special Provisions.

The Contractor shall dispose of all Portland cement concrete and asphalt concrete generated from removal or demolition activities on the project, at a recycler designated for these materials. All other excess materials from the project shall become the Contractor's property and shall be disposed of by the Contractor, at the Contractor's expense.

14-10.02 Solid Waste Disposal and Recycling Report: The Contractor shall submit a Solid Waste Disposal and Recycling Report on a monthly basis for asphalt concrete and Portland cement concrete and prior to final acceptance of work performed under the contract. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

The Contractor shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to any material recyclers.

14-10.06 Payment: Payment for Environmental Stewardship shall be considered as included in the contract prices paid for various contract items and no additional compensation will be allowed, therefor.

- END OF SECTION -

15 EXISTING FACILITIES

15-1.01 General: Existing Facilities work shall be performed in accordance with the requirements of the Standard Specifications and these Special Provisions.

15-1.03 Construction

15-1.03A General: Existing facilities disturbed by construction shall conform to the applicable Standard Specification of Section 5-1.36. All existing active utilities found to reside in excavated areas shall be supported in place with service maintained during construction. Furthermore, existing utility trenches and/or structures that are near proposed trenches shall be safeguarded in an appropriate manner from damage.

The Contractor shall be responsible for any damage caused by the Contractor's operations and any needed repairs shall be completed to the Engineer's satisfaction. This includes but is not limited to, the removal and/or relocation of all structures, surface utilities, fences, traffic control facilities, street light facilities, asphalt concrete pavement, concrete pavement, bollards, street signs and posts, bus stop benches and shelters, and abandoned in place footings that are located within the limits of the project area.

If existing storm drains are encountered, they shall be supported in place or removed and replaced at the Contractor's option and at no additional cost to the City. The Contractor shall be responsible for maintaining the existing line and grade of the storm drains. If the Contractor elect to remove and replace, it shall be done per applicable City Standards and Specifications.

Existing unforeseen items or conditions may occur or be encountered during demolition and construction. Refer to Section 15-7 "Utility Clearances", of these Special Provisions.

Any equipment damaged during normal removal and salvage operations for existing facilities shall become the Contractor's property and shall be removed or disposed of by the Contractor.

15-1.03B Removing Concrete: Concrete removal shall be performed in accordance with the requirements of the Standard Specifications and these Special Provisions. Attention is directed to Section 124, "Material Recycling", of these Special Provisions.

All removed concrete shall become the Contractor's property and shall be immediately off hauled. None of the removed concrete shall be dumped or stockpiled on the work site. Burying of broken concrete within the limits of the project will not be allowed. Concrete removal includes removal of any reinforcing steel embedded within the concrete and no additional allowance will be made for the removal of such steel. Attention is directed to Section 124, "Material Recycling", of these Special Provisions.

All concrete to be removed shall be removed to the nearest score mark, construction joint, or shall be sawcut as directed by the Engineer. The edge of existing concrete to remain shall be neat and free of defects. Saw cutting may be required to achieve this. Where new concrete is to join existing concrete, remove enough concrete to allow splicing of new reinforcement. The Contractor shall protect existing reinforcement to be incorporated into the new work from damage.

Irrigation facilities may be encountered during concrete removal and replacement. The Contractor shall exercise care in this area and repair any damage done by their operations at no additional cost to the City.

All landscaping and other surfaces or structures disturbed by the Contractor's operations shall be restored to original condition at no additional cost to the City.

15-1.04 Payment: Payment for Removing Concrete shall be considered as included in the contract prices paid for Section 40 "Portland Cement Concrete Pavement."

15-2 Miscellaneous Highway Facilities

15-2.02C Traffic Stripes and Pavement Markings: All traffic stripes, pavement markings or any other traffic markings shall be removed by the Contractor to the satisfaction of the Engineer and in accordance with Sections 84 of the Standard Specification and these Special Provisions.

15-2.02D Pavement Markers: All raised pavement markers shall be removed by the Contractor to the satisfaction of the Engineer and in accordance with Sections 82 of the Standard Specifications and these Special Provisions.

15-2.02N Asbestos Cement Pipe: Asbestos cement pipe is likely present at the project site; however, based on the project scope it will likely not be encountered. In the unlikely event that asbestos cement pipe (ACP) is encountered on the project, it must be cut, handled, and disposed of according to the Contractor's State Licensing Law and all other applicable laws and regulations.

15-2.04G Reconstruct Sidewalk Drain: Reconstruction of sidewalk drain shall be done in accordance with requirements of the Section 73 of the City Specifications, City Standard detail STD-406, the Plans, and as directed by the Engineer.

The Contractor shall remove portions of existing curb and gutter, sidewalk, and sidewalk drain, and install new sidewalk drain, curb, gutter, and sidewalk at the location designated on the Plans and/or as directed by the Engineer.

15-2.08A General: Reset existing City facility boxes and lids to grade and coordinate with other utility providers to adjust boxes and lids to grade. The City will furnish, at no cost to the Contractor, new material to replace existing boxes and lids that do not comply with current City Standards or that were damaged prior to the Contractor's operations.

15-2.10B Adjust Utility Boxes to Grade: Existing manhole frames and covers, valve boxes, and mainline cleanouts adjusted to grade shall conform to City Standards.

The Contractor shall accurately locate and record the location of existing and new manholes, valve boxes, and mainline cleanouts to be adjusted to grade and shall furnish the Engineer a copy of said record prior to starting construction.

All facilities on active systems shall always be accessible to City personnel unless otherwise stated in these Special Provisions or approved by the Engineer.

All silt and debris shall be removed from finished structures. This shall include all existing silt and debris plus material caused by the Contractor's operations.

If new or existing water valve riser pipe needs to be extended after paving to conform to City Standard detail STD-877, the Contractor shall use either a slip x slip glued PVC coupling or a transition coupling with sheer bands as directed by the Engineer. Upsizing the existing riser pipe to 8-inch will not be required unless otherwise directed by the Engineer. Any added extension must be a minimum of 12 inches. The lower section of riser pipe shall be adjusted to accommodate this requirement.

Should the Contractor encounter water valve boxes with round lids or sanitary sewer frame and covers with open pick holes which must be adjusted to grade. The Contractor is to provide a count to the Engineer a minimum of two (2) days prior to paving to obtain replacements that complies with current City Standards. The City will provide replacements provided the Contractor is not required to replace them as part of the contract or due to damage by the Contractor's operations.

Valve boxes and frames and covers on facilities to be abandoned shall not be included in the count provided to the Engineer. The Contractor shall be responsible for delivery of new frames, boxes, and covers from the City warehouse to the job site. Prior to removal of an existing manhole frame, a platform shall be constructed in the manhole above the top of the sewer to prevent any dirt or debris from falling into the sewer. The platform shall remain in place until all work on the manhole has been completed and the asphalt concrete/PCC has been placed around the manhole. Prior to the removal of the platform from the manhole, all dirt and debris shall be removed.

All grade rings shall be set in cement mortar the same day they are placed. All joints shall be smoothly plastered inside and out.

Existing grade rings removed in the adjustment of manhole frames shall become the Contractor's property and if undamaged and thoroughly cleaned of mortar may be reused in the work. If not so used, they shall be disposed of away from the work site at the Contractor's expense.

Manhole frames shall be reinstalled to align directly over the grade rings. Any frames misaligned by more than 0.5-inch shall be removed and reinstalled.

15-2.11 Payment: Payment for Miscellaneous Highway Facilities shall be considered as included in the contract prices paid for various contract items, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved and no additional allowance will be made therefor.

Payment for **Adjust Utility Boxes to Grade** shall be made per the contract unit price **each**, as stated in the Bid Schedule. The contract unit price shall include, but not be limited to, furnishing all labor, materials, tools and equipment, and doing all the work involved and no additional allowance will be made therefor.

15-7 Utility Clearances

15-7.01 General: All items noted in Section 15-7 "Utility Clearances" shall take place prior to any other construction activities.

Pothole information provided on the Plans shall be for reference use only and are based on available record information. Completeness and accuracy of this information is not guaranteed. The Contractor shall pothole and determine the exact location of all existing utilities in accordance with these Special Provisions.

The Contractor shall, through field investigations, determine any conflicts or interferences between existing utilities and new utilities to be constructed under this project. Work for verification of utility clearances shall include but is not limited to; potholing to verify potential conflicts, grades, and alignments of existing facilities to be connected to; excavation; backfill; notification; and coordination and redirection of crews to other contract work if required, as specified herein.

The Contractor shall investigate, confirm and/or determine the exact locations of existing utilities, and verify clearances between existing and proposed utilities at crossings and/or known or suspected potential conflicts. The Contractor shall determine elevations and alignments of existing utilities at connection points.

The Contractor shall provide all relevant information in writing to the Engineer immediately upon discovery of any conflict. Any delay in notification to the Engineer may delay direction and/or corrective action and a delay claim due to this reason shall not be considered by the City. The Contractor shall not proceed with any work that is in conflict until direction is provided by the Engineer and shall redirect crews to other contract work. All the information required to be obtained per this Section and any other information not noted but relative to the project shall be provided to the Engineer on a set of plans when the investigative effort is complete.

In the event the Contractor fails to bring a potential conflict or interference to the attention of the Engineer prior to beginning excavation work, any actual conflict or interference which does arise shall be corrected by the Contractor, as directed by the Engineer, at no additional expense to the City.

15-7.02 Payment: Payment for Utility Clearances shall be considered as included in the prices paid for the various contract items of work and shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in verifying utility clearances, including but not limited to: potholing to verify potential conflicts, grades and alignments of existing facilities to be connected to; excavation; backfill; notification; and coordination and redirection of crews to other contract work *if required*, as specified herein, and no additional allowance will be made therefor.

15-8 Utility Conflict Resolution: In accordance with Section 5-1.36C “Non-Highway Facilities”, and Section 19-1.03D “Buried Man-Made Objects” of the Standard Specifications: Remove, relocate, or mitigate utility conflicts, man-made buried objects or other unforeseen items as ordered by the Engineer.

15-9 Tree Root Pruning

15-9.01 General: All tree roots two (2) inches and greater which are encountered during excavation must be pruned by hand. The root shall be cut cleanly with a saw to avoid splits. When digging within the drip line of trees, the Contractor shall exercise extreme caution to avoid pulling on roots with excavation equipment. Hand dig around all roots greater than one inch in diameter. The Contractor shall notify the Engineer when encountering roots within the drip line of trees which are greater than one inch. If the Engineer elects to get direction from an arborist, the Contractor shall redirect crews to other contract work after safeguarding the area.

- END OF SECTION -

19 EARTHWORK

19-1 General

19-1.01A Summary: Earthwork shall include all excavation, disposal of excess material, trenching, and other work.

19-1.03B(1) Subgrade Stabilization: Any area of the subgrade determined by the Engineer to be unsuitable shall be removed to the limits marked in the field and to a depth as shown on the plans, described in these Special Provisions, or as directed by the Engineer. All excavations from subgrade stabilization shall be backfilled with compacted aggregate base. Prior to backfilling, soil stabilization fabric shall be placed between the subgrade and the backfill. Compaction shall be in accordance with Section 19-5.03B.

For roadway reconstruction per section 19-2.03A of these Special Provisions where processing of unsuitable subgrade material is not allowed, the areas to be stabilized will be marked in the field by the Engineer after roadway excavation of the area is complete. Use of a pavement grinder shall be considered an acceptable method of excavation of areas requiring subgrade stabilization.

Included in the subgrade stabilization work, test holes to verify that subgrade conditions are sufficiently dry to proceed with subgrade stabilization may be required.

19-1.03C Grade Tolerance: When aggregate subbase or aggregate base are to be placed on the grading plane, the grading plane shall not vary more than 0.05 feet above or 0.10 feet below the grade established by the Engineer.

19-1.04 Payment: Payment for **Subgrade Stabilization** shall be paid for at the contract price per **cubic yard** as measured in the field. Price shall include full compensation for stabilization fabric, aggregate base, compaction, doing all work involved in stabilizing the subgrade as specified herein including labor, materials, tools and equipment, excavation, and no additional allowances will be made therefor.

In the event of an increase or a decrease in the amount of the Engineer's estimated quantity of Subgrade Stabilization, such increase or decrease shall not be considered an alteration in excess of the 25 percent of the contract amount of such items under provisions of Section 4-1.05 of the Standard Specifications and no adjustment of the contract price for Subgrade Stabilization will be made.

No additional compensation will be made for excavation and stabilization beyond the limits of the areas marked by the Engineer or for excavation and stabilization of locations other than those marked by the Engineer. Any excavation for subgrade stabilization done by the Contractor to accommodate equipment width beyond the limits of the areas marked by the Engineer shall be at the Contractor's expense.

Quantities of Stabilization Fabric shall be paid for based on the exact amount of area covered in the field.

The cost for the aggregate base shall be included with the contract unit price for subgrade stabilization.

19-2 Roadway Excavation

19-2.03 Construction

19-2.03A General: The Engineer shall provide reference points for the excavation of the roadway. The Contractor shall furnish an excavation and paving plan and a qualified grade setter to ensure the subgrade conforms to the lines and grades established by the Engineer.

Rubber-tired equipment shall not be allowed on the subgrade unless approved by the Engineer.

Where tree roots are encountered during roadway excavation, the Contractor shall cut the roots off six inches below the planned subgrade. Each cut shall be clean with no torn bark or splintered wood remaining on the root and shall be accomplished by use of a saw appropriate for the size of the root to be cut.

19-2.03B Surplus Material: Unless otherwise indicated in these Special Provisions, the Contractor shall load, haul from the site of work and properly dispose of all surplus excavated material including, but not limited to, rock, concrete, asphalt, debris, and soil. Except as otherwise noted, all material excavated from the work sites shall become the Contractor's property. None of the surplus materials generated from the work sites shall be disposed of on the work sites. Prior to the beginning of any earthwork, the Contractor shall submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. The Contractor shall comply with all disposal regulations such as City, County, and/or State permits and licenses, as may be required. Attention is directed to Section 124, "Material Recycling", of these Special Provisions.

19-2.04 Payment: Payment for Roadway Excavation shall be considered as included in the contract prices paid for Section 40 "Portland Cement Concrete Pavement" which shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in roadway excavation, and no additional allowance will be made therefor.

19-5.03B Relative Compaction: Relative compaction of not less than 95 percent shall be obtained for a minimum depth of 0.5-foot below the grading plane for the full width of the planned pavement structural section, whether in excavation or embankment.

19-8 Subgrade Enhancement Geotextile

19-8.02 Materials: Subgrade enhancement geotextile (aka soil stabilization fabric) shall be installed per manufacturer's recommendations and shall meet or exceed the following specifications:

Grab Tensile Strength (ASTM D4632)	290 lb.
Mullin Burst Strength (ASTM D3786)	500 psi
Trapezoid Tearing Strength (ASTM D4533)	113 lb.
Modulus (Load at 10% Elongation) (ASTM D4632)	120 lb.
Apparent Opening Size (ASTM D4751)	40-70 sieve
Permittivity (ASTM D4491)	0.05 sec ⁻¹

Soil stabilization fabric shall be Mirafi 600-X, GeoTex 315ST, Carthage Mills FX-66, TerraTex HD, or approved equivalent.

Prior to placement of soil stabilization fabric, the Contractor shall remove all loose dirt left from excavation operations.

Soil stabilization fabric shall be placed over the entire subgrade area. The soil stabilization fabric shall be held in place with wooden stakes driven through the fabric into the subgrade at the beginning and the end of the fabric and at 50-foot intervals. A minimum of three stakes shall be placed across the width of the fabric roll at each interval. The stakes shall be a minimum length of 8-inches and shall be driven at an angle opposite to the direction of pull exerted on the fabric by the paving machine.

- END OF SECTION -

26 AGGREGATE BASE

26-1.01 General

26-1.01A Summary: Aggregate base shall be Class II and shall adhere to the requirements of the Special Provisions, City Specifications, and Standard Specifications. Aggregate base work is anticipated to consist of minor reworking of the existing material; however, removal and/or addition of aggregate base material may be required.

26-1.02 Materials

26-1.02B Class II Aggregate Base: All Class II aggregate base material shall be virgin material. Recycled aggregate base may be permissible for use as road base within roadway sections, as approved by the Engineer. Tire derived aggregate (TDA) shall not be allowed. The minimum sand equivalent shall be 31 for any individual test.

26-1.03 Construction

26-1.03B Subgrade: When aggregate subbase or aggregate base are to be placed on the grading plane, the grading plane shall not vary more than 0.05 feet above or 0.10 feet below the grade established by the Engineer.

26-1.03E Compacting: Compaction shall commence immediately after spreading of the moisture conditioned material and before the material has dried sufficiently to allow separation between the fine and coarse particles. The surface of the finished aggregate base shall be firm and unyielding when tested with a fully loaded water truck. Any visible movement vertically or horizontally of the aggregate base under the action of construction equipment or other maximum legal axle loads shall be considered as evidence that the aggregate base does not meet this requirement.

26-1.04 Payment: Payment for Aggregate Base shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefor. The contract price paid for aggregate base shall include all compensation for furnishing all labor, materials, tools, and equipment, and doing all the work involved in furnishing and placing the base material as specified, including furnishing, hauling, and applying water as specified and directed by the Engineer.

- END OF SECTION -

40 CONCRETE PAVEMENT

40-1.01 General

40-1.01A Summary: All PCC pavements shall be constructed of 6.5 sack “Type II Modified” concrete, containing not less than 611 pounds of cementitious material per cubic yard, and conforming to the provisions in Section 90 of the Standard Specifications. Traffic shall not be allowed on new PCC pavement until the PCC has attained a minimum compressive strength of 3,500 pounds per square inch (psi). Track-mounted construction equipment will not be allowed on the new PCC pavements at any time.

All concrete to be removed shall be disposed of by the Contractor, away from the site of work. All concrete shall become the Contractor’s property and shall be immediately hauled off site. None of the removed concrete shall be dumped or stockpiled on the work site. The Contractor shall dispose of all removed concrete at a recycler designated for this material. Attention is directed to Section 124, “Material Recycling”, of these Special Provisions.

The Contractor shall define each paving phase using a map showing what sections will be demolished and repaved.

For each concrete paving phase, the Contractor shall provide:

1. Map showing what road sections will be demolished and repaved.
2. Schedule showing excavation, paving and curing dates
3. Requested location for survey staking of reference points
4. PCC pavement plant supplying mix including aggregate source
5. Disposal site for spoils
6. Type of trucks and equipment to be used
7. Haul routes through adjacent residential streets
8. Staging locations
9. Sequencing

40-1.01B Definitions: The following definitions are added under this section of the Standard Specifications:

Contraction Joints: Joints constructed in concrete pavement by saw cutting to a specified depth at specific locations.

Isolation Joints: Joints constructed to isolate structures within or adjacent to the concrete pavement.

40-1.01C Submittals

40-1.01C(4) Mix Design: At least two (2) weeks prior to the placement of the concrete, the Contractor shall submit for review and approval, a strength-maturity calibration curve per ASTM C1074 for all proposed mixtures. Furthermore, a copy of the mix design proportions, proposed admixture(s) for all proposed mixtures, along with all supporting technical data shall be submitted. Submittals must be reviewed and approved by the City of Santa Rosa Material Lab prior to concrete placement.

40-1.01C(10) Construction Details: The Contractor shall submit project-specific plans and details, including placement of joints in paving, locations of utilities within paving limits, and joints between paving and adjacent work or existing facilities. Jointing details for intersections also shall be included in the construction details.

Maximum joint spacing shall be in accordance with Section 40-1.03B, “Joints”, of these Special Provisions.

40-1.01C(12) Grade Tolerance: Aggregate base to receive PCC, immediately prior to placing, shall conform to the compaction and elevation tolerances as specified in Section 26, “Aggregate Base”, and shall be free of loose or extraneous material. Aggregate base shall be uniformly moist and any excess water standing in pools or flowing on the surface shall be removed prior to placing concrete.

40-1.01D Quality Assurance

40-1.01D(8)(c)(iii) Pavement Smoothness: Pavement smoothness requirements specified in Section 40-1.01D(8)(c)(i) will not apply to the pavement surface unless otherwise specified.

If using a straightedge to measure smoothness, the surface must be within 0.02 foot from the bottom of the straightedge. As an alternative, the inertial profiler could be used.

When a straightedge 12-feet-long is laid on the finished surface and parallel with the centerline, the concrete surface shall not vary more than 0.01-foot from the bottom of the straightedge. The perpendicular slope of the finished surface shall be uniform to a degree such that no depressions greater than 0.02-foot are present when tested with a straightedge 12-feet-long laid perpendicular to the centerline and extending from edge to edge of a 12-foot lane.

Smoothness may fall out of compliance when matching existing infrastructure, meeting non-uniform grades, or promoting necessary drainage.

40-1.01D(8)(c)(iv) Thickness: Core pavement, as directed by the Engineer, for verifying PCC pavement thickness. Alternative methods for verifying pavement thickness may be used, as approved by the Engineer.

The average PCC pavement thickness must not be deficient by more than 0.02 foot with no individual thickness deficient by more than 0.05 foot. At least two thickness measurement will be made for each day’s placement. The day’s placement shall be removed and replaced if PCC pavement thickness is deficient in any individual core by 0.10 foot or more.

Clean and dry core holes. Coat the core hole walls with epoxy adhesive conforming to Section 95-1.02D of the Caltrans 2018 Standard Specifications. Fill core holes with non-shrink, hydraulic cement grout or concrete pavement mixture. Cores may be placed back in the original holes if coated with epoxy and approved by the Engineer.

40-1.02 Materials

40-1.02A General: For PCC pavement, a minimum average compressive strength shall be 4,000 psi at 28 days, with no one sample less than 3,800 psi, per ASTM C1435. Average compressive strength will be determined through a set of three cylinders per lot. Lots will be a maximum of 200 cubic yards.

40-1.02B Concrete

40-1.02B(2) Cementitious Material: All PCC pavement shall be constructed conforming to the provisions in Section 90 of the Standard Specifications.

Cement shall be Portland cement Type II, Type III, or Type V conforming to ASTM C150 or Portland cement Type IP, IL, or IS conforming to ASTM C595.

40-1.02B(3) Aggregate: Aggregates used in the concrete mix shall conform with ASTM C33 Standard Specification for Concrete Aggregates and ASTM C1778-16 Standard Guide for Reducing the Risk of Deleterious Alkali-Aggregate Reaction in Concrete.

The Contractor shall submit the aggregate source in their mix design. If the aggregate source is on the Caltrans Innocuous Aggregates for Concrete List, no mitigation will be required. If the aggregate source is not on the Caltrans Innocuous Aggregates for Concrete List, then the aggregate sources should be tested in accordance with ASTM C1260 Standard Test Method for Potential Alkali Reactivity of Aggregates. If expansion in ASTM C1260 testing exceeds 0.10% in 14 days, ASTM C1567 Standard Test Method for Determining the Potential Alkali-Silica Reactivity of Combinations of Cementitious Materials and Aggregate should be used to select the required supplementary cementitious material (SCM) dosage required to mitigate expansion.

40-1.02B(5) Supplementary Cementitious Materials: The following supplementary cementitious materials (SCM) listed below are permitted in the PCC pavement mix. SCMs shall adhere to the following test methods and classifications listed below:

1. Fly Ash: ASTM C618 / AASHTO M 295, Class F.
2. Slag Cement: ASTM C989 / AASHTO M 302, Grade 100 or 120.
3. Raw or calcined natural pozzolans: AASHTO M 295, Class N.

If used, the percentage of SCM's allowed in the concrete mix shall adhere to the following ranges below based on the percentage of the ingredients by the total weight of cementitious material used in the batch for concrete:

1. Class F Fly Ash: 15% - 35%.
2. Slag Cement (GGBFS): 25% - 70%.
3. Natural Pozzolans: 5% - 15%.

40-1.02B(6) Chemical Admixtures: If used, chemical admixtures shall comply with ASTM C494. Additional Permitted admixtures include the following below:

1. Hydration Stabilizers: As required to extend working time.

2. Super-Absorbent Polymers (SAP): Allows for increased water-cement ratio to aid in workability and curing while eliminating need for water reducers and viscosity modifiers.
3. Air Entraining Admixtures: ASTM C260.
4. Pigment: ASTM C979.

40-1.02B(7) Water: Water used in the concrete mix shall conform with ASTM C1602 Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete.

40-1.02B(8) Curing Materials: Non-pigmented curing compound must comply with ASTM C309, Type 1, Class B.

40-1.02E Joint Filler: Pre-molded joint filler or bituminous-type joint material shall be used for isolation and/or expansion joints. Isolation or Expansion Joint Material shall comply with ASTM D994, D1751, or D1752.

Joint Sealer for isolation and/or expansion joints must be on the Caltrans Authorized Materials List for silicone joint sealant.

Joint filler is not required for contraction and construction joints on this project.

The Contractor shall submit all joint fillers and sealers to the Engineer for review and approval.

40-1.02G Forms: Forms shall be comprised of steel or wood capable of resisting deformation during edge compaction and to maintain grade. Wood forms shall have a minimum nominal thickness of two (2) inches. Forms shall be clean and free of debris, rust, and hardened concrete. Forms shall be treated with a bond breaker prior to use. Forms shall be free from warp.

40-1.03 Construction

40-1.03A General: Concrete pavement shall be placed in conformance with the thickness and grades as shown on the Exhibits.

40-1.03A(1) Construction Equipment: Concrete pavement shall be spread, screeded, shaped, slip formed, and/or consolidated by one or more self-propelled machines. These machines shall perform in a manner so that the completed pavement will conform to the required cross section with a minimum amount of handwork. Consolidate the concrete with internal vibrators or other method authorized by the Engineer.

Self-propelled slip form paving machines shall be vibratory and shall be calibrated per the equipment manufacturer.

Each vibrator must have a vibration rate from 5,000 to 8,000 cycles per minute. The amplitude of vibration must cause perceptible concrete surface movement at least one (1) foot from the vibrating element. Use a calibrated tachometer to measure the frequency of vibration.

40-1.03A(2) Quality Assurance and Weather Limitations: Do not place concrete pavement when the ambient temperature is below 45°F or is expected to fall below 32°F within 48 hours of placement, unless otherwise permitted in writing by the Engineer.

Do not place concrete pavement when the ambient temperature is above 95°F unless otherwise permitted in writing by the Engineer.

Do not place concrete pavement when the wind, heat or humidity do not allow enough time to place, properly joint, compact, edge, finish, and cure before the surface dries.

40-1.03B Joints

40-1.03B(1) General: Joints shall be installed at locations and to depths shown on the Contractor's submitted construction details as approved by the Engineer.

Spacing between joints shall be five foot by five foot (5'x5') squares or smaller squares for the entire PCC concrete roadbed, unless otherwise approved by the Engineer.

Joints in newly placed PCC pavement shall align with joints in older adjacent concrete to the extent feasible. Joints abutting curbs and other fixed concrete shall be installed within 10 degrees of perpendicular to the older concrete, to the extent feasible. If not feasible, efforts shall be made to ensure a sympathy crack does not form in the new plastic concrete at these locations through isolation.

40-1.03B(2) Construction Joints: Construction joints must be vertical.

Install transverse construction joints whenever placing is suspended for 30 minutes or whenever concrete is no longer workable.

Before placing fresh concrete against hardened concrete, existing concrete pavement, or structures, apply curing compound to the vertical surface and allow it to dry.

At joints between new PCC pavement and asphalt concrete pavement, apply a tack coat to the vertical edge of the PCC pavement prior to placing asphalt concrete pavement.

Use a metal or wooden bulkhead to form transverse construction joints. If dowels are described, the bulkhead must allow dowel installation.

40-1.03B(3) Contraction Joints: Spacing between contraction joints shall be five feet by five feet (5'x5') squares or smaller squares for the entire PCC roadbed, unless otherwise approved by the Engineer.

Contraction joints shall be saw cut and placed after concrete has hardened sufficiently to prevent extensive raveling, but before cracking occurs (including plastic shrinkage cracks that may not be immediately discoverable). The use of early-entry sawing is permitted with approval of the Engineer and verification that random cracking does not occur.

Contraction joint depth shall be a minimum of 33 percent of pavement thickness for conventional sawing or two (2) inches for early-entry sawing.

40-1.03B(4) Isolation Joints: Use isolation joints when abutting fixed structures. Place isolation material before concrete is placed and to a minimum depth of the pavement section. Before

placing concrete at isolation joints, saw cut the existing concrete face (where applicable) to make a clean, flat, vertical surface and secure the joint filler.

40-1.03F Placing Concrete

40-1.03F(1) General: Spreading, compacting, and shaping shall also conform to the provisions in Section 40-1.03F of the Standard Specifications. Concrete can be placed with a laser screed with approval by Engineer.

Immediately in advance of placing concrete, side forms shall be trued and maintained to the required line and grade for a distance sufficient to prevent delay in placing concrete. However, the grade adjacent to the existing (or replaced) curb and gutter should not extend more than approximately 1/4-inch above the gutter lip after final finishing.

Verify surface elevations to ensure required thickness and grade of concrete pavement. The base material must meet 0.02-foot tolerance of the grades shown on the plans.

Any changes of thicknesses must be approved by the Engineer.

40-1.03H Finishing: In advance of curing operations, the pavement surface shall be finished to grade and cross section with a float, and troweled smooth. Concrete adjacent to the joints and lip of gutter shall be finished with an edger tool.

The surface of the pavement shall be a brush or broom finish, applied when the water sheen can no longer be seen. Bleed water shall not be finished into the concrete surface. The equipment shall operate transversely across the pavement surface, providing corrugations that are uniform in appearance and approximately 1/16 of an inch in depth. The texturing equipment shall not tear or unduly roughen the pavement surface during the operation. Any imperfections resulting from the texturing operation shall be corrected.

Fixed forms shall not be removed in less than 12 hours after the finishing has been completed.

40-1.03I Curing: The concrete shall be cured using a non-pigmented curing compound that complies with ASTM C309, Type 1, Class B. Apply curing compound with mechanical sprayers. Application shall provide uniform coverage without streaks or blotchiness. Reapply curing compound to saw cuts and disturbed areas.

The surface of the freshly placed PCC pavement shall be kept damp until curing takes place. This may require water-fogging or misting if the evaporation rate, calculated in accordance with ACI 305.1 Specification for Hot Weather Concreting, exceeds 0.15 lbs/ft²/hr. Curing compound shall be applied immediately after the final finishing operation and must follow the Manufacturer's guidelines for both timing and dosage for a broomed finish. The PCC pavement shall not be left exposed for more than 30 minutes during the curing period before a curing compound is applied. Cure the PCC pavement exposed area using the curing compound method with non-pigmented curing compound that complies with ASTM C309, Type 1, Class B. If side forms are removed within 72 hours of the start of curing, then the pavement edges must also have curing compound applied, or be kept moist.

Concrete that is uncured at the end of the workday shall be protected in a manner approved by the Engineer which may require trench plates.

40-1.03J Protecting Concrete Pavement: Maintain the concrete pavement temperature above freezing temperatures until the concrete compressive strength exceeds 3,000 psi.

Protect pavement surface from abrasion, discoloration, debris, and sediments. Tracked equipment is not permitted on any newly placed concrete surface or existing concrete surfaces not designated for removal.

Clean and repair pavement that has been damaged, soiled, discolored, or contaminated. Construct crossings for traffic convenience. Rapid strength concrete may be used for crossings if authorized by the Engineer with an approved mix design.

Traffic may be allowed on the concrete pavement once the concrete has attained 3,500 psi compressive strength, verified through either breaking concrete specimens or based on maturity method.

40-1.03K Early Use of Concrete Pavement: The Contractor may request early traffic opening for residential light-duty vehicles when the concrete has attained a compressive strength of 2,500 psi with approval by the Engineer. This early opening must not damage the concrete pavement.

40-1.03N Correcting Noncompliant Pavement Work: Damaged pavement may be either repaired or removed and replaced at the discretion of the Engineer at the Contractor's cost.

40-1.03P Operational Constraint: The Contractor shall complete each concrete installation location such that the concrete reaches 3,000 psi within three (3) days (72 hours).

40-1.04 Payment: Payment for **Portland Cement Concrete Pavement** shall be made per the contract unit price per **square foot**, as stated in the Bid Schedule. The contract unit price shall include, but not be limited to, furnishing, forming, placing and finishing the concrete pavement as specified and to the appropriate depth as directed, including surface preparation, admixtures, concrete jointing, the installation and removal of temporary asphalt concrete ramps to provide public access to driveways and roadways, including all labor, tools, equipment, materials and incidentals required to complete the work. No additional compensation will be allowed, therefor.

- END OF SECTION -

73 CONCRETE CURBS AND SIDEWALKS

73-1.01 General: This work shall consist of curbs, gutters, sidewalks, driveways, and curb ramps.

73-1.02D Color: A colored pigment designed for the integral coloring of concrete shall be added to the concrete mix. The pigment shall contain pure concentrated mineral pigments specifically processed for mixing into concrete and complying with ASTM C979. The colored pigment shall be Davis Colors color #860, applied in a dosage of 1 pound per 94 pound sack of cement (approximately 6 pounds per cubic yard of concrete for a 6 sack mix), or L. M. Scofield color #SG860 applied in a dosage to produce an equivalent color, or an approved equal.

73-2 Curbs

73-2.01 General: Curb construction shall be performed in accordance with the requirements of Section 73-1.05 of the City Standards, the Standard Specifications, and these Special Provisions.

73-2.03 Construction: All concrete which is to be removed from curb and gutter areas shall be removed to the nearest score mark or construction joint, as directed by the Engineer.

Curb and gutter shall be constructed per City Standard detail STD-241 and in accordance with the City Specifications. All new curb and gutter construction shall be power washed to match the existing curb and gutter as determined by Engineer. Attention is directed to Section 13-4.03D "Waste Management" of the Standard Specifications and these Special Provisions.

Soft or spongy material shall be removed and replaced with suitable material as required by the Engineer.

All new concrete construction joints shall be of the same type as those removed with the existing concrete unless otherwise stated herein or on the plans.

Expansion joint material shall be installed on at least one side of new curb and gutter when length of the new install is over 10 feet, and on both sides when over 15 feet.

When length of new curb and gutter is seven (7) feet or less, both sides shall be dowelled to the adjacent existing curb and gutter. Dowels shall be 8-inch long #4 dowels with two equally spaced in the curb (vertical) and two in the gutter (horizontal).

Where new curb is installed adjacent to existing trees, root barrier, "Biobarrier" manufactured by Typar or approved equivalent, shall be installed a minimum of 14 inches deep in accordance with City Standard 101-A and as directed by the Engineer.

Curb and gutter shall be cured in accordance with the requirements of Section 90-1.03B of the Standard Specifications except that the Contractor may substitute a pigmented sealer upon the approval in writing of such substituted sealer by the Engineer.

All oil, paint, tire marks, and other discoloring due to the Contractor's operations shall be removed from concrete by power washing or other approved method that will not cause damage prior to acceptance by the Engineer. Cement mortar will not be an acceptable substitute for power washing. Vandalism to uncured concrete surface shall be removed. If it cannot be removed from

the surface, then the vandalized concrete shall be removed and replaced to the nearest score-mark.

No deduction in measured length of curb and gutter to be paid for will be made for curb openings associated with driveways.

73-2.04 Payment: Payment for **Reconstruct Curb and Gutter** shall be made per the contract **linear foot** price, as stated in the Bid Schedule. The contract unit price shall include furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified.

73-3 Sidewalks, Gutter Depressions, Curb Ramps, and Driveway

73-3.01A Summary: Sidewalks, gutter depressions, curb ramps, and driveways shall be constructed in accordance with the requirements of Section 73-1.07 of the City Specifications and these Special Provisions, as applicable.

73-3.03 Construction: All concrete which is to be removed from sidewalk and driveway areas shall be removed to the nearest score mark across the full width of sidewalk or to the nearest construction joint, as directed by the Engineer, as applicable.

Sidewalk crack control joints shall be scored 1/4" to 3/8" wide with no finished joint larger than 1/2" wide by 1/4" deep.

Curb ramps shall be constructed in accordance with Caltrans Standard Plans A88A with the exception that the thickness shall be four (4) inch minimum or as shown on the plans. For purposes of payment, curb ramps will be measured between the outside border of the ramp and landing and shall exclude the curb and gutter. The detectable warning surface and the area of concrete beneath the detectable warning surface shall be included in payment for Reconstruct Curb Ramps.

Expansion joint material shall be installed full width from edge of pavement to back of sidewalk on both sides of the curb ramp structure. Expansion joint material shall comply with ASTM D2475, sized accordingly and 1/2" to 3/4" from the top of the finished grade. Fill and seal joints with a self-leveling joint sealant complying with ASTM C920-11, Type S, Grade P, Class 25. Allow appropriate cure time prior to any contact. Finished joints shall not be greater than 1/2" wide by 1/4" deep.

Curb ramp detectable warning surfaces shall consist of prefabricated raised truncated domes constructed with curb ramps in conformance with Caltrans Standard Plan A88A and these Special Provisions. The color of the detectable warning surface shall be yellow conforming to the Federal Standard 595C, Co. No. 33538. Prefabricated detectable warning surfaces shall be installed in accordance with the manufacturer's recommendations.

The detectable warning surface tiles shall be protected from concrete splatter during installation by temporary four (4) mil plastic sheeting or approved equivalent. The finished surfaces of the detectable warning surface shall be free from blemishes. Installation, cutting, and grinding, as required, shall be per the manufacturer's instructions or as directed by the Engineer.

73-3.04 Payment: Payment for **Reconstruct Curb Ramps** shall be made per the contract **square foot** price, as stated in the Bid Schedule. The contract unit price shall include the curb

and gutter replacement for both ramps located on the east side of the Transit Mall as shown on the plans, the pedestrian barricade, pedestrian push buttons, detectable warning surface, adjusting poles to grade, furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified.

Payment for **Relocate Existing Driveway** shall be made per the contract **lump sum** price, as stated in the Bid Schedule. The contract unit price shall include furnishing all equipment, materials, tools, and labor, and doing all the work involved, as herein specified.

- END OF SECTION -

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-3 Pavement Markers

81-3.01 General: Raised pavement markers shall be placed in accordance with the applicable provisions of Section 81 of the Standard Specifications, these Special Provisions, and the City of Santa Rosa Traffic Standards. Attention is directed to Section 15 “Existing Facilities” of these Special Provisions.

81-3.02 Materials: All raised pavement markers (RPMs) shall conform to the most current State Specifications.

81-3.02B Nonreflective Pavement Markers: All non-reflective pavement markers shall be ceramic.

81-3.02C Retroreflective Pavement Markers: Blue reflective raised pavement markers are to be placed per City Standard STD-857 for each fire hydrant within the construction limits of the project. Where a hydrant, whether existing or new, is located at the corner of two streets, a blue RPM shall be placed in each street.

81-3.03 Construction: Existing raised pavement markers to remain, which are damaged by the Contractor’s operations, shall be replaced as determined by the Engineer, at the Contractor’s expense. This includes areas outside the immediate project limits.

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

The Contractor shall provide, install, and maintain temporary markers on the same day that the existing permanent markers are removed, or as directed by the Engineer, and maintain this delineation until new permanent markers are in place. Temporary markers on non-ground surfaces shall be plastic adhesive retroreflective delineators.

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

Holes left in the pavement due to the removal of raised pavement markers shall be filled with enough adhesive to replace any asphalt which comes off with the removal of the pavement marker, leaving a level driving surface.

Raised pavement markers not anticipated to be replaced, including those outside of the project limits, that are damaged, coated, or marked up by construction operations shall be replaced at no additional cost to the City.

Permanent raised pavement markers shall be installed within five (5) days following final pavement operations. Temporary markings shall be in place the same day of pavement operations.

81-3.04 Payment: Payment for **Yellow Reflective Pavement Markers** shall be made per the contract **each** price, as stated in the Bid Schedule. The contract unit price shall include furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified.

Payment for **Blue Reflective Pavement Markers** shall be made per the contract **each** price, as stated in the Bid Schedule. The contract unit price shall include furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified.

- END OF SECTION -

84 MARKINGS

84-2 Traffic Stripes and Pavement Markings

84-2.01 General

84-2.01A Summary: Attention is directed to Section 12 “Temporary Traffic Control” and Section 15 “Existing Facilities” of these Special Provisions. Traffic stripes and pavement markings shall conform to the applicable provisions of Section 84 of the Standard Specifications, The City Traffic Standards, and these Special Provisions, and shall be placed at the locations shown on the plans. Exact locations will be determined in the field by the Engineer.

All traffic stripes and pavement markings work shall include but not be limited to, pavement surface preparation, glass beads, thermoplastic material, methyl methacrylate material, tape, removal of existing and temporary stripes and pavement markings, replacement of damaged stripes and markings, painted striping and markings, all temporary traffic measures, and any other work required to install thermoplastic and painted stripes, pavement markings, and raised pavement markers.

Existing pavement markings, including crosswalks, disturbed by construction activities shall be replaced in their entirety.

All striping to be replaced shall match existing sections in kind, unless approved by the Engineer.

The Contractor shall remove all existing traffic striping and pavement markings in conflict with proposed improvements as directed by the Engineer and shall be responsible for the proper disposal of their grindings away from site work.

Permanent traffic stripes and pavement markings shall be installed after all iron has been raised, as applicable, but no more than five (5) days after final paving.

Existing stripes and pavement markings to remain, which are damaged by the work shall be replaced at the Contractor’s expense. This includes areas outside the immediate project limits.

Painted curbs which are damaged or replaced as part of the work shall be repainted to match existing conditions.

84-2.02I Methyl Methacrylate: Methyl methacrylate (MMA) shall be used for select markings, as designated on the Plans. Red colored MMA shall adhere to the design requirement as outlined within FHWA Interim Approval Number IA-22 and the manufactures recommendations.

MMA traffic paint must:

1. Be on the Authorized Material List for methyl methacrylate traffic striping and pavement marking.
2. Be Category 2.

Installation of MMA shall include but not limited to, pavement surface preparation, glass beads, methyl methacrylate material, tape, removal of existing and temporary stripes and pavement markings, replacement of damaged stripes and markings, painted striping and markings, all temporary traffic measures, and any other work required to install MMA, pavement markings, and raised pavement markers not specifically enumerated in the City Standards and these Special Provisions and no additional compensation will be made therefor.

84-2.04 Payment: Red Methyl Methacrylate Pavement Markings shall be made per the contract unit price per **square foot**, as stated in the Bid Schedule. The contract unit price shall include furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified.

Payment for **White Methyl Methacrylate Turn Arrows** shall be made per the contract unit price per **each**, as stated in the Bid Schedule. The contract unit price shall include furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified.

Payment for **White Methyl Methacrylate Words: Bus Only** shall be made per the contract unit price per **each**, as stated in the Bid Schedule. The contract unit price shall include furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified.

Payment for **Yellow Methyl Methacrylate Traffic Stripes** shall be made per the contract unit price per **linear foot**, as stated in the Bid Schedule. The contract unit price shall consist of a double yellow line as shown on the plans and include furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified.

Payment for **12" White Methyl Methacrylate Traffic Stripes** shall be made per the contract unit price per **linear foot**, as stated in the Bid Schedule. The contract unit price shall include furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified.

Payment for **24" White Methyl Methacrylate Traffic Stripes** shall be made per the contract unit price per **linear foot**, as stated in the Bid Schedule. The contract unit price shall include furnishing all equipment, tools, and labor, and doing all the work involved, as herein specified.

- END OF SECTION –

86 Electrical Work

86-1 General

86-1.01A Summary: The Contractor shall furnish and install or modify traffic signal system(s) and street lighting system(s) at the location(s) shown on the plans in conformance with the applicable provisions of Section 86, "Electrical Work", of the Standard Specifications, Standard Plans, the City Traffic Standards, these special provisions, and as directed by the Engineer. Text listed below indicates variations from the Caltrans 2018 Standard Specification within the associated section.

Not all existing wires or interconnect may be shown on the plans and may be shallow. Depths must be verified by Contractor by means of potholing, as needed, prior to any work.

86-1.01D(3) Department Acceptance: The functional test for each traffic signal system and lighting system shall consist of not less than 48 hours of continuous, satisfactory operation. If unsatisfactory performance of the system develops, the conditions shall be corrected and the test shall be repeated until the 48 hours of continuous, satisfactory operation is obtained.

86-1.02B(3) Fabric Innerduct: Fabric Innerduct shall be MaxCell Fabric Innerduct or approved equal

86-1.02C Pull Boxes

86-1.02C(1) General: Delete "The cover marking must include CALTRANS".

Pull boxes shall be labeled depending on their purpose:

1. Service
2. Traffic Signal
3. Street Lights
4. Interconnect
5. Fiber

86-1.02C(4) Tamper Resistant Pull Boxes

Street Light pull boxes shall use tamper resistant bolts that are button head socket cap with 6 lobe security head, 18-8 Stainless Steel, 3/8" x 2.5"

86-1.02F Conductors and Cables

86-1.02F(2)(b) Aluminum Conductors

Aluminum conductors shall not be used for streetlight or traffic signal installation.

86-1.02F(2)(c) Copper Conductors

Copper conductors according to the Santa Rosa City Standards shall be used.

86-1.02F(3)(d)(v) Signal Interconnect Cables

Signal interconnect cable shall be IMSA 40-2 specifications. Cable may be 12 pair on an end run and 24 pair on typical arterial, unless otherwise specified. Fiber communication cable may be used if approved by the City, location dependent.

Fiber communication cable shall be 24F single mode cable with a tracer wire.

86-1.02J Standards, Poles, Pedestals and Posts: Mastarms shall be drilled out and a threaded fitting factory installed to accept 3/4-inch male threads ten feet from the end of the mastarm for (future) installation of optical detectors at the locations shown on the plans.

86-1.02K Luminaires

86-1.02K(1) General

Luminaires must be LED type, no low-pressure sodium luminaires are allowed.

86-1.02K(2) LED Luminaires

8. Have a correlated color temperature range from 2,700 to 3,500K and coloring rendering index of 70 or greater.

86-1.02M Photoelectric Controls

Photoelectric Control must be type II.

Photoelectric unit must:

2. Have a rating of 60Hz, 105-305V(ac)

86-1.02P(2) Service Equipment Enclosure: Electrical service cabinet must be a Tesco Type III-BF installed at the location shown on the plans and conform to State Standard Plan ES-2E. Service cabinet shall be equipped with P.G. & E. approved manual test bypass facilities.

86-1.02Q Cabinets

86-1.02Q(2) Traffic Signal Controller

A model 2070LX with the latest version of McCain Omni software shall be provided.

86-1.02Q(3) Controller Cabinets

The controller cabinet must be a Model 332L and be outfitted with an internal light and drawer. Cabinets must be delivered a minimum of 2 weeks prior to installation to the City of Santa Rosa Electrical shop for bench testing.

86-1.02Q(5) Battery Backup System Cabinet: Battery Backup System cabinet must be Alpha Model SE48-1616 with Aluminum Enclosure (48" x 16.5" x 16.5"), and have the Generator Option or approved equal.

86-1.02R Signal Heads

86-1.02R(1) General

Structural plastic signal heads, backplates and visors will not be accepted.

12-inch sections must be used for all new installations.

86-1.02R(4)(c) Visors and Direction Louvers

The visor must be full circle type.

86-1.02T Accessible Pedestrian Signals

Accessible pedestrian signals (APS) shall be installed at the locations shown on the plans and shall be in accordance with the manufacturers' recommendations. APS shall be Pedsafety Guardian Wave APS model KBG-10131-2BT or approved equal. The APS shall be green with black actuator, 5x7 push or wave sign, and shall include signal power interface and mounting hardware. The APS volumes shall be adjusted by the Contractor as directed by the Engineer.

86-1.02U Push Button Assemblies

Structural plastic housing assemblies will not be accepted.

Switch for the push button shall be a piezo switch type, Polara Bulldog or equal.

86-2.02 Pedestrian Barricade: Pedestrian barricades must be Type I and shall be installed at the locations shown on the plans per State Standard ES-7Q TYPE 1. Existing pedestrian barricades shown on the plans to be removed shall remain in place until the traffic signal has been turned on.

86-3.01 Controller Assemblies

86-3.01A General: The City will furnish a Type McCain 2070LX controller with OMNI Intersection Software (to include 2070-6a modem and 2070-7b sunc comm module).

86-3.08 Terminal Cabinet: Terminal cabinet shall be a Tesco Type 23-NR or approved equal. Foundation for terminal cabinets shall be constructed in accordance with State Standard ES-2E. See DS-2694 included in these Special Provisions.

86-4.025 General: Pedestrian activated crosswalk beacons shall be Rectangular Rapid Flashing Beacons (RRFB) using the technologies of Light Emitting Diodes (LED's), solar power, and radio communication. Each beacon unit shall be double sided, two amber LED faces per side, amber LED side marker, solar panel and radio communications.

The beacon systems shall be CE and UL certified electrical components, NEMA TS-2- 2003 certified, SAE J595 (class 1) & J578 certified LED's, FHWA MUTCD compliant and FCC EMC Class A verified.

Solar panels shall be 32-40 W nominal 12 V, CE and TUV certified. Battery storage shall be AGM 12 V, 36 Ah, UL certified, and field replaceable.

The beacon units shall be manufactured by JSF Technologies, 6771 Kirkpatrick Crescent, Saanichton, BC, Canada, V8M 1Z8, phone (250) 544-1640, or approved equal.

The Contractor shall provide a total of four complete units. One (1) of the complete units shall be delivered to the City Electrical Shop at Municipal Services Center at 55 Stony Point Road. The delivered units will serve as replacement stock to ensure uninterrupted flasher service due to a unit failure, vandalism, auto collision, etc.

86-4.025A Electronic Specification:

Power Management:

Operating temperature shall be -40°F to +165°F.

Rated usage shall be three hundred (300) cycles per day, twenty (20) second activation.

Charged capacity shall be a minimum of twenty (20) days rated usage (without charging).

Auto brightness shall be six (6) stages of brightness for different light conditions and battery levels. During extended sunny periods, the system shall supply extra power to ensure effective visibility; and shall dim and reduce strobe count during extended overcast periods to ensure longevity.

LED Module:

LED modules shall be standard SAE J595 (Class 1) certified. Size shall be approximately – three (3) inches x seven (7) inches. Horizontal LED pivot shall be twenty (20) degrees off center.

LED color shall be Amber.

Flash pattern shall be MUTCD RRFB pulsing pattern.

Activation duration variable shall be five (5) seconds to sixty (60) minutes.

LED amber side marker module size shall be one (1) inch x two (2) inches.

Communication:

Communication type shall be ISM spread spectrum radio, 902-928 MHz. Transmission range shall be up to 0.5 miles (800 m) with line of sight.

Network addresses shall be eight (8) unique addresses for multiple units.

Circuit boards shall be conformal coated, weather sealed, with industrial grade components.

Circuit boards shall also be specifically designed to work with the Polara Bull Dog Pedestrian Push Buttons specified in these Special Provisions.

86-4.025B Enclosures and Finishes: The beacon and solar panel housing shall be 6061-T6 powder coated aluminum. The housing color shall be black.

86-4.025C Documentation and Submittals: Complete specifications on all materials to be used shall be provided prior to start of construction, and shall include mechanical, electrical and physical drawings.

86-4.025D Guarantee and Warranty: The manufacturer shall provide a Certificate of Conformance to these Special Provisions, and 5-year warranty covering replacement or repair of any part of the Rectangular Rapid Flashing Beacon (RRFB) system that exhibits a failure due to workmanship or material defects (excluding batteries or vandalism), after acceptance of the project by the City.

86-4.03 Pedestrian Signal Faces: Pedestrian signal heads shall be countdown LED in accordance with Part IV-E.1 of the City of Santa Rosa Traffic Standards. Gelcore PS7-CFF1-01A-18 are known to meet this specification.

86-4.04 Signal Mounting Assemblies: Terminal compartments shall be cast bronze. The Contractor shall provide and install side mounting brackets manufactured by JSF Technologies to install Solar Panel units on existing streetlight standards at locations shown on the plans. The bracket color shall be black.

Solar Panel side mounting brackets shall be securely bolted and banded to the existing streetlight standard. Bolt holes shall be drilled and tapped per the manufacturer's installation instructions.

Manufacturer universal mounts to securely install RRFB units to (4-inch) Type 1-B Standards shall be bolted. The bolts shall be installed through the mounts and around the outside diameter of the standard, without drilling and tapping. Mounting bolt hardware shall be provided by the Contractor, as approved by the Engineer.

86-5 Detectors

86-5.01A Inductive Loop Detectors: Inductive loop detectors shall conform to Part IV-H of the City Traffic Standards.

Detector handholes shall be Type A installed per State STD-ES-5D.

Any existing traffic signal detectors shown on the plans to remain that are damaged shall be replaced at the Contractor's expense within five working days or as directed by the Engineer.

- END OF SECTION -

87 Electrical Systems

87-1.01A Summary: You shall remove existing traffic signal equipment as shown on the plans, including delivery to the Municipal Services Center at 55 Stony Point Road.

87-1.01E Scheduling of Work: No traffic signal system turn-on shall be scheduled for Monday, Friday, or the day before or after a legal State holiday.

87-1.03 CONSTRUCTION

87-1.03A General: All exposed metal signal housings, doors, visors, back plates, and framework parts shall be powder coated by a City approved process.

87-1.03B Conduit Installation

87-1.03B(1) General:

Minimum size of conduit shall be 2-inches with the following exceptions:

1. 1-inch conduit from a pedestrian push button post to the adjacent pull box
2. 3-inch from the controller cabinet to the adjacent pull box
3. 3-inch for all street crossings
4. 3-inch for all commercial driveways at intersections

87-1.03B(3)(a) General:

Where conduit containing conductors of 100 volts or less is installed parallel and adjacent to the existing gutter lip, the trench shall be approximately two inches wider than the outside diameter of the conduit and shall not exceed six inches in width. Conduits shall be installed with a minimum 18 inches of cover.

When conduit containing conductors of 100 volts or less is not installed adjacent to the lip of gutter it shall be installed with a minimum of 24 inches of cover.

All conduit containing conductors of more than 100 volts shall be installed with a minimum of 24 inches of cover.

Where existing facilities prevent installing conduit with 24 inches of cover, You shall depress the new conduit under the existing facilities without exception.

Trench backfill and surfacing for trenches shall conform to City STD-215 or as shown on the plans.

87-1.03C Installation of Pull Boxes

87-1.03C(1) General: Pull boxes shall conform to STD-730 of the City Traffic Standards and these Special Provisions.

All existing pull boxes to receive new conductors and/or conduits shall be cleaned out, all existing grout removed, and the bottoms re-grouted with a drain hole or the boxes replaced to meet current City Standards.

87-1.03E Excavating and Backfilling for Electrical Systems

87-1.03E(1) General: Dispose of surplus excavated material from the work area as they are generated. Native material shall not be used as trench backfill.

Concrete removal shall conform to the applicable provisions of Section 15.

All concrete to be removed shall be disposed of by the Contractor away from the site of the work. Burying of broken concrete within the limits of the project will not be allowed.

All concrete which is to be removed from sidewalk, curb, gutter, and driveway slab areas shall be removed to the nearest score mark or construction joint as directed by the Engineer.

Reinforcing steel may be encountered in portions of concrete to be removed and no additional allowance will be made for the removal of such steel.

All sidewalk and curb and gutter which are removed shall be reconstructed in accordance with Section 73 of the City of Santa Rosa Construction Specifications CalTrans Standard Plans, Caltrans Standard Specifications, and these Special Provisions.

87-1.03E(3) Concrete Pads, Foundations, and Pedestals:

The Contractor shall construct foundations for streetlights at the locations shown on the plans per City STD-620A of the Caltrans Standard Specifications and these special provisions.

Minor portland cement concrete shall be produced from commercial quality aggregates and cement and shall contain not less than six sacks of cement per cubic yard and with a minimum 28-day compressive strength of 3000 psi.

87-1.03F Conductors and Cable Installations

87-1.03F(1) General: All conductors for traffic signal or street lighting systems shall conform to Part IV-G of the City Traffic Standards.

Interconnect cable shall consist of 25-pair twisted, shielded #19 A.W.G. solid copper wire and in accordance with ISMA 40-2 specifications. 12-pair twisted cable may be used on end runs as determine by the Engineer. Each pair shall be shielded with corrugated copper tape, have polyethylene insulation, and be color coded or numbered by pairs. The color coding or numbering by pairs shall match and be consistent with terminal point numbering throughout the project. The interconnect cable jacket shall be black polyethylene. Cables shall be installed with no splices. Cables shall be pulled by hand and the use of winches or other power actuated pulling equipment will not be permitted. Six feet of slack shall be left in each pullbox. Install two 2-inch interconnect conduits as shown on the plans.

Wiring shall conform to the Standard Specifications and PART IV-G of the City Traffic Standards.

87-1.03V Detectors

87-1.03V(2) Inductive Loop Detectors: Inductive loop detectors shall conform to Part IV-H of the City Traffic Standards.

Detector handholes shall be Type A installed per State STD-ES-5D.

Any existing traffic signal detectors shown on the plans to remain that are damaged shall be replaced at the Contractor's expense within five working days or as directed by the Engineer.

87-1.03V(5) Pre-emption Equipment: Optical detectors (3M Model 711, 721 or 722) shall be mounted on the traffic signal mastarms at the locations shown on the plans.

Phase selectors (3M Model 752) shall be provided by the Contractor to interface between the optical detector and the controller unit. The Contractor shall deliver the phase selectors to 55 Stony Point Road, and the City will install them in the controller.

The Contractor shall provide and install optical detector cable (3M Model 138) at the locations shown on the plans and make the appropriate connections to the controller.

87-1.04 Payment: Installation of Pull Boxes shall be paid for at the contract unit price **each**, which price shall include full compensation for furnishing all labor, material, tools, equipment and doing all work involved as shown on the plans and as specified herein and no additional allowance will be made therefor.

Installation of Conduit shall be paid for at the contract price per **linear foot**, which price shall include full compensation for furnishing all labor, materials, tools and equipment to install three three-inch conduits at each of the two (2) locations shown on the plans, including all excavation, backfill, paving, disposal of spoils, conduits, rope, removal and replacement of curb and gutter and sidewalk, replacement of existing landscaping and irrigation facilities damaged by the Contractor, and no additional allowance will be made therefor.

Accessible Pedestrian Signals shall be included in the contract price paid for Section 73 Reconstruct Curb Ramps.

- END OF SECTION -

90 CONCRETE

90-1 General

90-1.01A Summary: Portland cement concrete (PCC) shall conform to the requirements of the Standard Specifications, the City Specifications, and these Special Provisions.

90-1.01C(6) Mix Design: The proportions of the water, sand, and aggregate shall be regulated so as to produce a plastic, workable, and cohesive mixture.

90-1.01D Quality Assurance

90-1.01D(2) Cementitious Material Content: Concrete shall contain a minimum of 611 pounds of cementitious material per cubic yard. The amount of cement by weight of the specified cementitious material shall be 75 to 85 percent.

90-1.01D(5) Compressive Strength: The average 28 day compressive strength of concrete shall be 4,000 pounds per square inch (psi) or greater with no one sample less than 3,800 psi, per ASTM C1435. Average compressive strength will be determined through a set of three cylinders per lot. Lots will be a maximum of 200 cubic yards.

90-1.01D(6) Curing Compound: Pigmented curing compound or any other material that will leave a noticeable residue shall not be allowed.

90-1.02E(2) Chemical Admixtures: An admixture shall not be used to reduce the amount of cementitious material content.

- END OF SECTION -

121 NOTIFICATION

121-1.01 General: The Contractor shall notify the Engineer of any work to be performed on any given workday either on the afternoon of the prior working day or before 8:30 am on the given working day. Any work completed for which the Engineer has not received prior notification of its scheduling **MAY NOT BE ACCEPTED FOR PAYMENT.**

The Contractor shall maintain a Supervisor at the work site at all times. The Supervisor shall have the ability to communicate effectively with his/her crew, inspectors, and City personnel, and who shall have the authority to sign change orders, coordinate work, and make decisions pertaining to the fulfillment of the contract.

The Contractor shall provide a written notice of pending construction to and attempt to make personal contact with all businesses and residents in the vicinity of the project five (5) working days prior to mobilizing to the site. The notice shall inform the recipients of the type of work, the scheduled date(s) and work hours, and the potential impacts for the neighborhood, such as road closures and/or detours. Provide a map for any approved detour. The notice shall inform all recipients that they will be allowed access to their property at all times and shall have contact information for the following personnel: Contractor's onsite Supervisor, Contractor's Project Manager, and the City of Santa Rosa's onsite Inspector.

If loading or unloading of equipment and/or materials has the possibility to impact access to private property, the Contractor shall notify and coordinate this work with the business or resident.

If unanticipated work requires the Contractor to access private property the Contractor shall first notify the business or resident and the Engineer, and all work shall be coordinated through the Engineer or their Representative.

All written notices to residents or businesses shall be submitted to the Engineer for approval prior to distribution. The Engineer shall be allowed two working days to review notices.

121-3.01 Payment: Payment for Notification shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed, therefor.

- END OF SECTION -

124 MATERIAL RECYCLING

124-1.01 General: The Contractor shall dispose of all Portland cement concrete (PCC) and asphalt concrete generated from removal or demolition activities on the project at a recycler designated for these materials. The Contractor shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to a material recycler.

All other excess materials from the project shall become the Contractor's property and shall be disposed of by the Contractor, at the Contractor's expense.

124-1.02 Payment: Payment for Material Recycling shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed, therefor.

- END OF SECTION -

A - Fees and Permits

The Contractor shall obtain all necessary and required permits for the project. All permits issued by the City Building Department will be issued at no cost to the Contractor; these fees will be paid by an appropriate City department. All other required permits shall be obtained at the Contractor's expense.

All electrical service charges or fees that may be required by Pacific Gas and Electric Company shall be paid for by an appropriate City department.

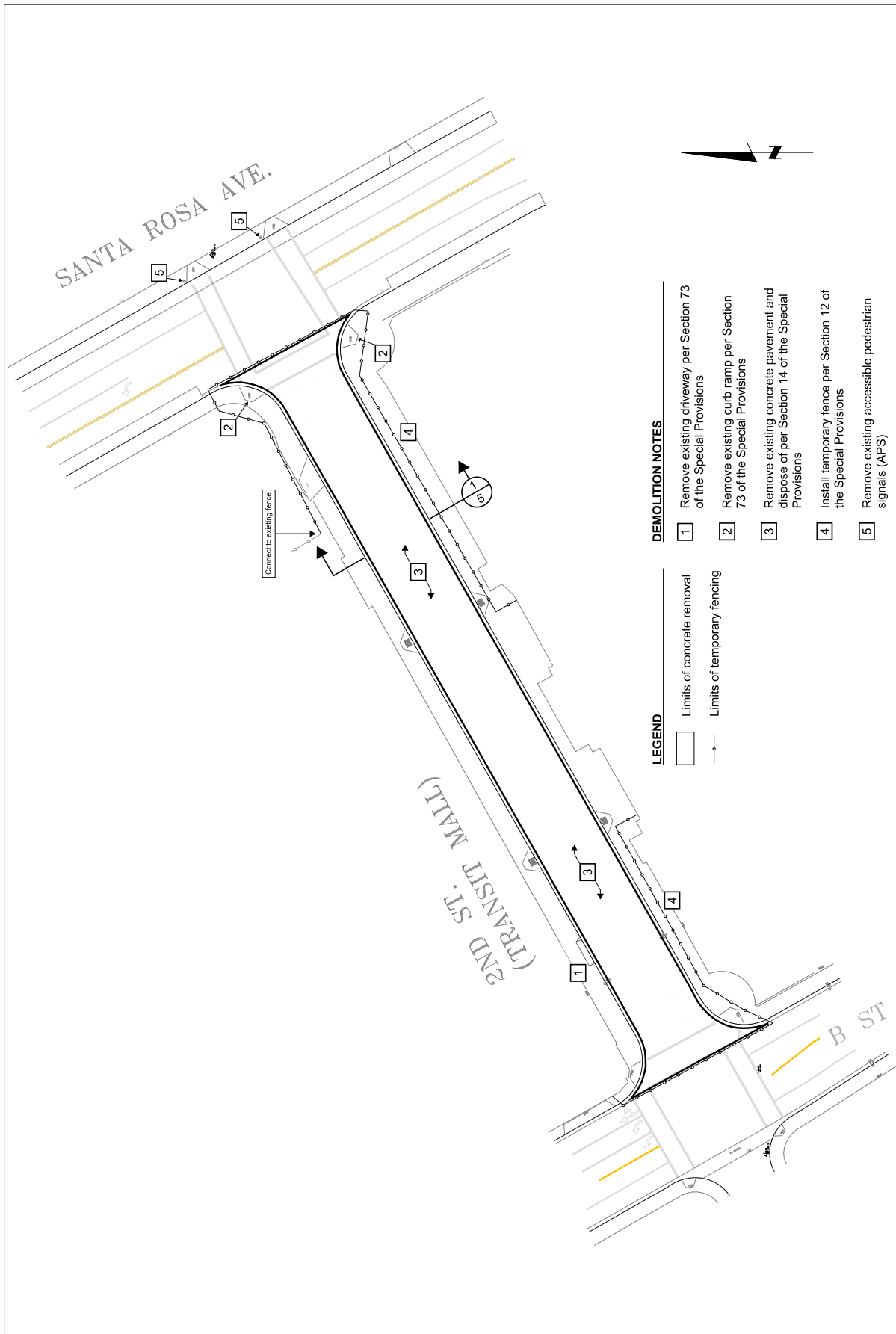
- END OF SECTION -

GENERAL NOTES

1. ALL WORKMANSHIP, MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY OF SANTA ROSA ENGINEERING STANDARD PLANS AND SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, THE SPECIAL PROVISIONS FOR THIS PROJECT AND THE STATE STANDARD SPECIFICATIONS AND CALTRANS 2018 STANDARD PLANS. THE CONTRACTOR IS RESPONSIBLE FOR UNDERSTANDING ALL STANDARDS PERTAINING TO THIS PROJECT.
2. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT USA NORTH AT 811 NO LESS THAN 2 WORKING DAYS (48 HOURS) PRIOR TO ANY EXCAVATION FOR MARKOUTS OF EXISTING UNDERGROUND FACILITIES.
3. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORD INFORMATION. COMPLETENESS AND ACCURACY OF THIS INFORMATION IS NOT GUARANTEED. THE CONTRACTOR SHALL POTHOLE AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
4. ANY CITY OR PRIVATE PROPERTY, INCLUDING LANDSCAPING, IRRIGATION OR OTHER IMPROVEMENTS, WHICH IS DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE AND TO THE SATISFACTION OF THE ENGINEER.
5. THE CONTRACTOR SHALL ARRANGE FOR THE DISPOSAL OF GROUNDWATER PER CITY SPECIFICATIONS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECYCLING ALL BITUMINOUS PAVEMENT, CONCRETE, REINFORCEMENT, AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER THE CITY SPECIFICATIONS.
7. THE CONTRACTOR SHALL ONLY REMOVE EXISTING TREES OR SHRUBS AS NOTED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.
8. ALL TRAVELED WALKWAYS SHALL BE SAFE AND USEABLE AT THE END OF EACH WORKDAY OR AS DIRECTED BY THE ENGINEER.
9. THE CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL AND PEDESTRIAN USE DURING CONSTRUCTION IN ACCORDANCE WITH THE LATEST CA MUTCD. PEDESTRIAN TRAFFIC SHALL ALSO CONFORM TO THE REQUIREMENTS OF THE AMERICAN DISABILITIES ACT (ADA) AND SHALL ACCOMMODATE PEDESTRIAN TRAFFIC THROUGH OR AROUND THE WORK ZONES.
10. SIGNAGE SHALL BE CONSTRUCTED WITH REFLECTIVE MATERIAL ON A BACKING OF METAL OR FABRIC. FOR SIGNS DIRECTED TO PEDESTRIANS ONLY, CORRUGATED PRINTED SIGNS MAY BE USED WEATHER PERMITTING. SIGNS SHALL BE REMOVED OR COVERED WHEN NOT REQUIRED.
11. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN DIGGING WITHIN THE DRIPLINE OF TREES. ROOTS LARGER THAN 2 INCHES SHALL NOT BE CUT WITHOUT PERMISSION FROM THE ENGINEER. IN THE EVENT THAT A ROOT IS LARGER THAN 2 INCHES, SEEK DIRECTION FROM THE ENGINEER.
12. THE CONTRACTOR SHALL PROTECT AND PRESERVE CITY MONUMENTS. THE CONTRACTOR SHALL COORDINATE 10 WORKING DAYS IN ADVANCE WITH THE CITY OF SANTA ROSA SURVEYOR FOR REFERENCING OF EXISTING MONUMENTS. THE CONTRACTOR SHALL RECONSTRUCT DISTURBED AND DESTROYED MONUMENTS IN ACCORDANCE WITH CITY STANDARD 280.
13. FOR CLARITY OF EXISTING SUBSURFACE CONDITIONS, NOT ALL CROSSWALKS, STOP BARS, OR EXISTING PAVEMENT MARKINGS ARE SHOWN ON THE PLANS. TRAFFIC STRIPES, RAISED PAVEMENT MARKERS AND PAVEMENT MARKINGS DAMAGED DUE TO THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED IN KIND.
14. OVERHEAD UTILITY SERVICE DROPS ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL INVESTIGATE THE SITE AND BE AWARE OF LIMITED OVERHEAD CLEARANCES.
15. LOCATIONS OF UNDERGROUND OBSTRUCTIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY AND SHOULD NOT BE TAKEN AS FINAL OR ALL INCLUSIVE. THE CONTRACTOR IS CAUTIONED THAT THE PLANS MAY NOT INCLUDE ALL EXISTING UTILITIES. THE CITY OF SANTA ROSA AND THE ENGINEER ASSUME NO RESPONSIBILITY FOR OBSTRUCTIONS THAT MAY BE ENCOUNTERED.

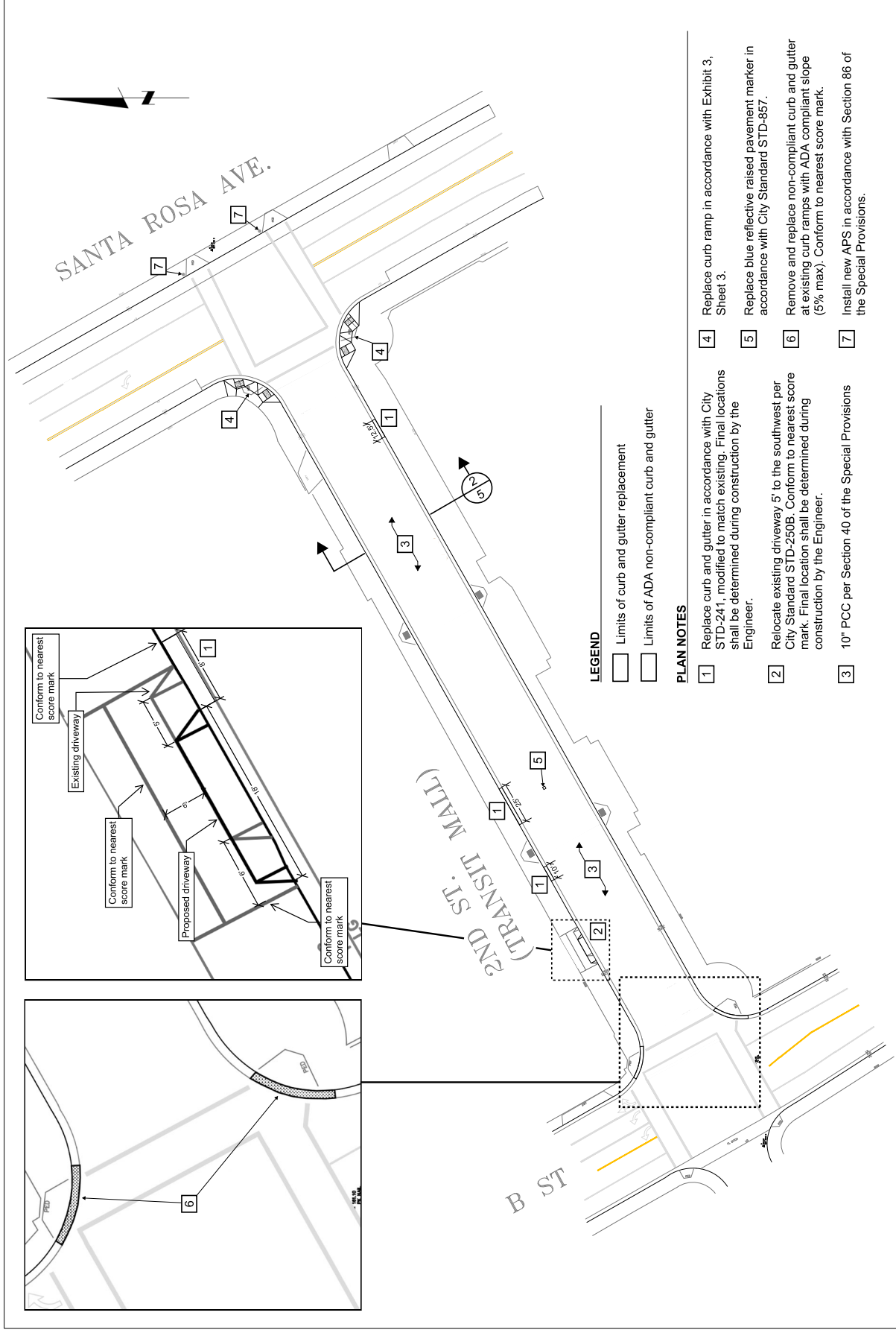
UTILITY NOTES

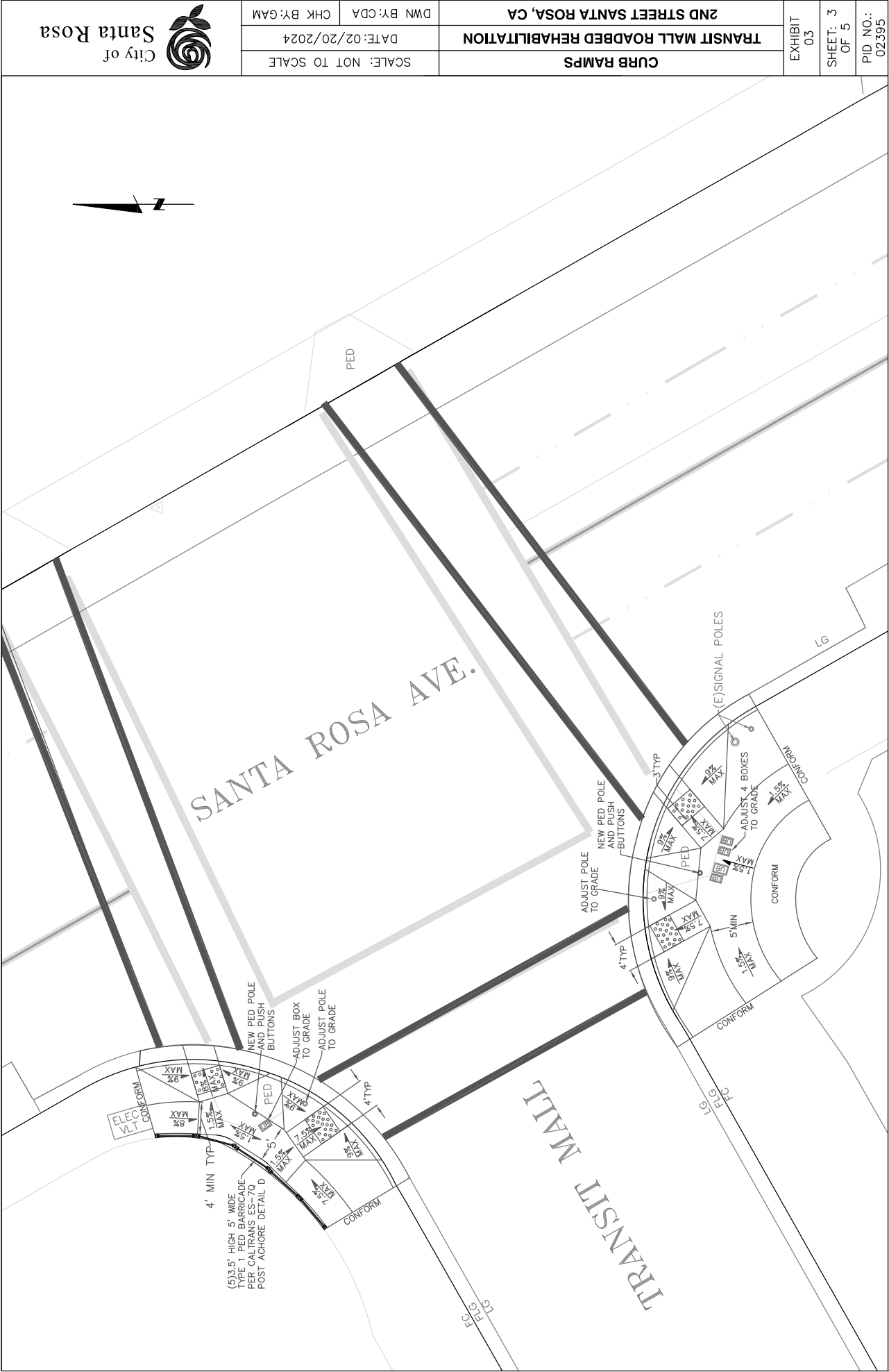
1. CONTRACTOR TO VERIFY EXACT DEPTH OF (E) UTILITIES PRIOR TO CONSTRUCTION.
2. CONTRACTOR SHALL NOTIFY PG&E A MINIMUM OF 48 HOURS IN ADVANCE OF ANY EXCAVATIONS WITHIN 10' OF EXISTING 12KV POWER AND GAS LINES.
3. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING NEAR AND CROSSING THE EXISTING PG&E GAS AND ELECTRICAL LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REPAIRS, AS WELL AS ALL ASSOCIATED COSTS IF UTILITIES ARE DAMAGED AS A RESULT OF PROJECT CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL CONFIRM EXACT LOCATIONS PRIOR TO ANY EXCAVATION ACTIVITIES AND SHALL NOTIFY PG&E A MINIMUM OF 3 WORKING DAYS PRIOR TO ANY CONSTRUCTION ACTIVITY WITHIN 10 FEET OF THE UTILITIES.
4. PIPELINE INSTALLATION SHALL MEET THE REQUIREMENTS OF THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH CRITERIA FOR THE SEPARATION OF WATER MAINS AND NON-POTABLE PIPELINES. SEPARATION AND CLEARANCE REQUIREMENTS ARE FROM THE PIPELINE EDGE TO EDGE.
5. LONGITUDINAL BENDING SHALL NOT EXCEED THE MANUFACTURER'S RECOMMENDED MAXIMUM VALUE. JOINT DEFLECTION OF PIPELINE IS NOT PERMITTED.
6. ALL TRENCHING TO BE PER CITY OF SANTA ROSA STANDARD DETAIL 215.

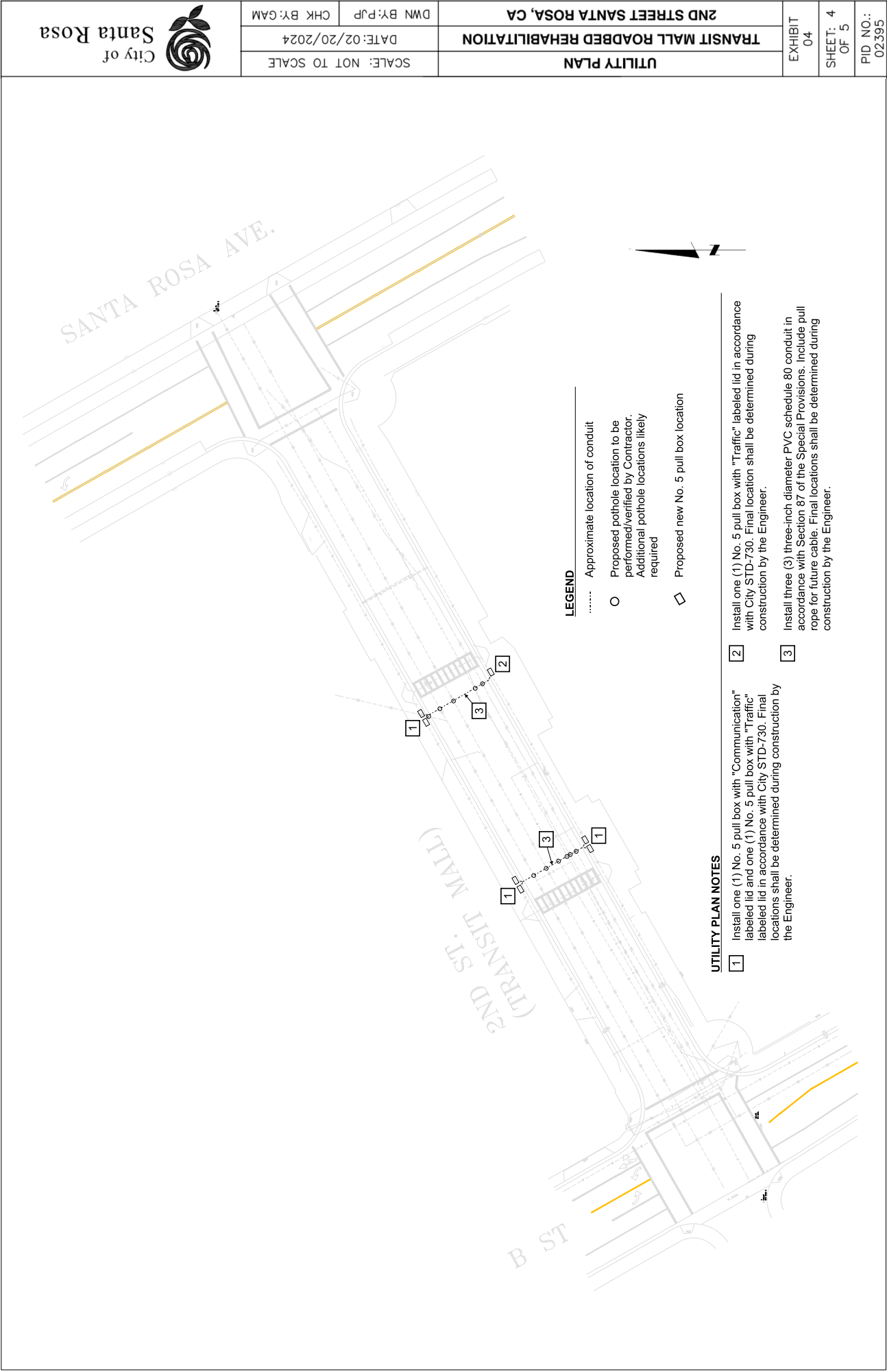


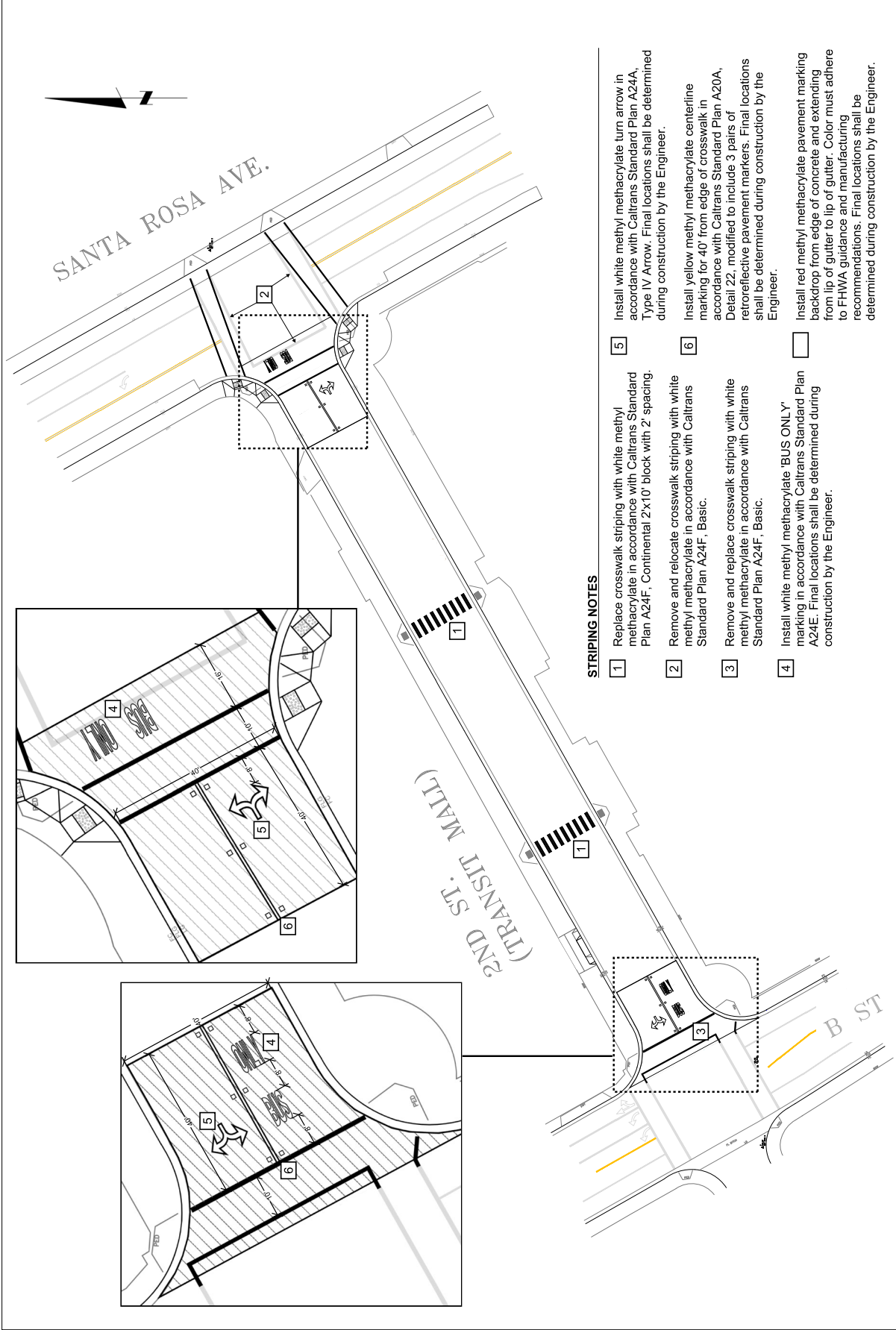
- DEMOLITION NOTES
- 1 Remove existing driveway per Section 73 of the Special Provisions
 - 2 Remove existing curb ramp per Section 73 of the Special Provisions
 - 3 Remove existing concrete pavement and dispose of per Section 14 of the Special Provisions
 - 4 Install temporary fence per Section 12 of the Special Provisions
 - 5 Remove existing accessible pedestrian signals (APS)

- LEGEND
- Limits of concrete removal
 - Limits of temporary fencing



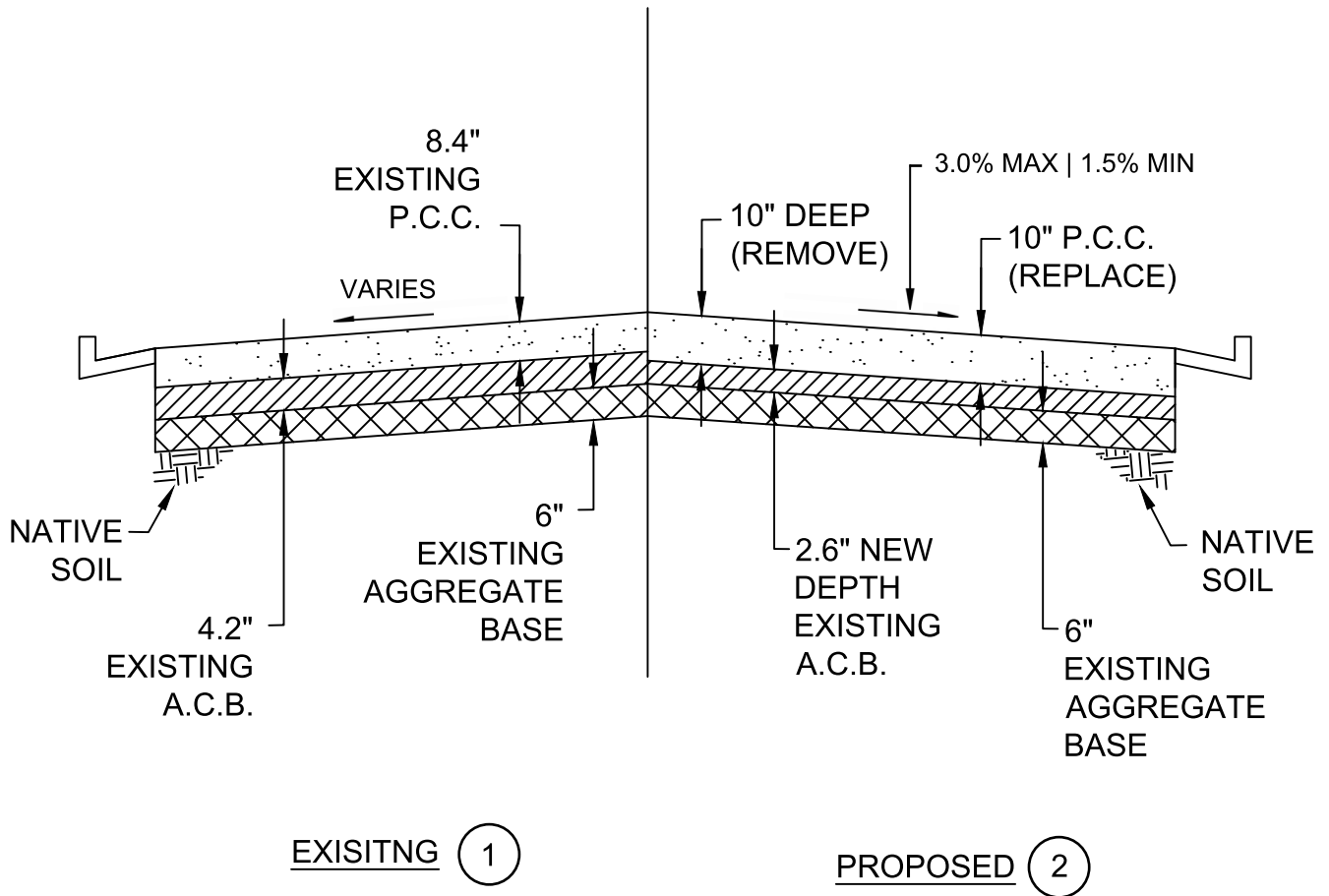






STRIPING NOTES

- 1 Replace crosswalk striping with white methyl methacrylate in accordance with Caltrans Standard Plan A24F, Continental 2'x10' block with 2" spacing.
- 2 Remove and relocate crosswalk striping with white methyl methacrylate in accordance with Caltrans Standard Plan A24F, Basic.
- 3 Remove and replace crosswalk striping with white methyl methacrylate in accordance with Caltrans Standard Plan A24F, Basic.
- 4 Install white methyl methacrylate 'BUS ONLY' marking in accordance with Caltrans Standard Plan A24E. Final locations shall be determined during construction by the Engineer.
- 5 Install white methyl methacrylate turn arrow in accordance with Caltrans Standard Plan A24A, Type IV Arrow. Final locations shall be determined during construction by the Engineer.
- 6 Install yellow methyl methacrylate centerline marking for 40' from edge of crosswalk in accordance with Caltrans Standard Plan A20A, Detail 22, modified to include 3 pairs of retroreflective pavement markers. Final locations shall be determined during construction by the Engineer.



PAVEMENT SECTION DETAIL
TRANSIT MALL ROADBED REHABILITATION
 TYPICAL SECTION - NOT TO SCALE

BID FORMS

CITY OF SANTA ROSA

STATE OF CALIFORNIA

TRANSIT MALL ROADBED REHABILITATION

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

TO THE AWARD AUTHORITY OF THE CITY OF SANTA ROSA

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

NAME OF BIDDER: _____

Contract #: C02395

Project Title: TRANSIT MALL ROADBED REHABILITATION

Item No.	Description	Units	Quantity	Unit Price	Total Price
1	TEMPORARY TRAFFIC CONTROL	LS	1	\$ _____	\$ _____
2	WATER POLLUTION CONTROL	LS	1	\$ _____	\$ _____
3	ADJUST UTILITY BOXES TO GRADE	EA	5	\$ _____	\$ _____
4	SUBGRADE STABILIZATION	CY	150	\$ _____	\$ _____
5	PORTLAND CEMENT CONCRETE PAVEMENT	SF	20,500	\$ _____	\$ _____
6	RECONSTRUCT CURB & GUTTER	LF	50	\$ _____	\$ _____
7	RECONSTRUCT CURB RAMPS (INCLUDE PED BARRICADE)	SF	375	\$ _____	\$ _____
8	RELOCATE EXISTING DRIVEWAY	LS	1	\$ _____	\$ _____
9	YELLOW REFLECTIVE PAVEMENT MARKERS	EA	12	\$ _____	\$ _____
10	BLUE REFLECTIVE PAVEMENT MARKERS	EA	1	\$ _____	\$ _____
11	RED METHYL METHACRYLATE PAVEMENT MARKINGS	SF	5,700	\$ _____	\$ _____
12	WHITE METHYL METHACRYLATE TURN ARROWS	EA	2	\$ _____	\$ _____
13	WHITE METHYL METHACRYLATE WORDS: BUS, ONLY	EA	2	\$ _____	\$ _____
14	YELLOW METHYL METHACRYLATE TRAFFIC STRIPES	LF	80	\$ _____	\$ _____
15	12" WHITE METHYL METHACRYLATE TRAFFIC STRIPES	LF	650	\$ _____	\$ _____
16	24" WHITE METHYL METHACRYLATE TRAFFIC STRIPES	LF	132	\$ _____	\$ _____
17	INSTALLATION OF PULL BOXES	EA	7	\$ _____	\$ _____
18	INSTALLATION OF CONDUIT	LF	100	\$ _____	\$ _____
				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 8-1.05.

LIST OF SUBCONTRACTORS

NAME OF BIDDER: _____

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

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

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

LIST OF PREVIOUS SIMILAR JOBS

NAME OF BIDDER:

[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):

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: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, 2 C.F.R part 180, Debarment and Suspension, and 2 C.F.R. § 200.213. Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS FOR CERTIFICATION BELOW)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out above.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION AND RESTRICTIONS ON LOBBYING

I, _____ hereby certify
(Name and title of official)

On behalf of _____ that:
(Name of Bidder/Company Name)

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Bidder/Company Name: _____

Type or print name: _____

Signature of authorized representative: _____

Date _____ / _____ / _____

**GOVERNMENT-WIDE DEBARMENT AND SUSPENSION
(NONPROCUREMENT)**

Recipients, contractors, and subcontractors that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person (found below); or (c) adding a clause or condition to the contract or subcontract.

Instructions for Certification: By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

1. It will comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR part 180,
2. To the best of its knowledge and belief, that its Principals and Subrecipients at the first tier:
 - a. Are eligible to participate in covered transactions of any Federal department or agency and are not presently:
 1. Debarred,
 2. Suspended,
 3. Proposed for debarment,
 4. Declared ineligible,
 5. Voluntarily excluded, or
 6. Disqualified,
 - b. Its management has not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for:
 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction,
 2. Violation of any Federal or State antitrust statute, or,
 3. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property,
 - c. It is not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in the preceding subsection 2.b of this Certification,
 - d. It has not had one or more public transactions (Federal, State, or local) terminated for cause or default within a three-year period preceding this Certification,
 - e. If, at a later time, it receives any information that contradicts the statements of subsections 2.a – 2.d above, it will promptly provide that information to FTA,

- f. It will treat each lower tier contract or lower tier subcontract under its Project as a covered lower tier contract for purposes of 2 CFR part 1200 and 2 CFR part 180 if it:
 - 1. Equals or exceeds \$25,000,,
 - 2. Is for audit services, or,
 - 3. Requires the consent of a Federal official, and
- g. It will require that each covered lower tier contractor and subcontractor:
 - 1. Comply and facilitate compliance with the Federal requirements of 2 CFR parts 180 and 1200, and
 - 2. Assure that each lower tier participant in its Project is not presently declared by any Federal department or agency to be:
 - a. Debarred from participation in its federally funded Project,
 - b. Suspended from participation in its federally funded Project,
 - c. Proposed for debarment from participation in its federally funded Project,
 - d. Declared ineligible to participate in its federally funded Project,
 - e. Voluntarily excluded from participation in its federally funded Project, or
 - f. Disqualified from participation in its federally funded Project, and
 - 3. It will provide a written explanation as indicated on a page attached in FTA's TrAMS platform or the Signature Page if it or any of its principals, including any of its first tier Subrecipients or its Third-Party Participants at a lower tier, is unable to certify compliance with the preceding statements in this Certification Group.

Certification

Contractor:_____

Signature of Authorized Official:_____Date_____/_____/_____

Name and Title of Contractor's Authorized Official:_____

**BUY AMERICA CERTIFICATION
STEEL OR MANUFACTURED PRODUCTS**

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b).

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____
Name _____ Title _____
Signature _____ Date _____

Certificate of Non-Compliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____
Name _____ Title _____
Signature _____ Date _____

Bidders/Proposers Information Request Form
for Disadvantaged/Small Business Program Requirements

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS FOR CERTIFICATION BELOW)**

INSTRUCTIONS

How to fill out the Bidders/Proposers Information Request Form

1. Name of Project/Proposal – insert name of the Santa Rosa CityBus Request for Proposals (RFP) or Invitation for Bids (IFB)
2. Project/Proposal Number – insert Santa Rosa CityBus-assigned number of the relevant RFP or IFB
3. Proposer Business Name and Address – insert company name and address of prime contractor. If proposal or bid is being made by a joint venture, contact Santa Rosa CityBus for an alternate form.
4. Name of Person Submitting Bid – insert contact name for the prime contractor
5. Signature of Proposer – signature of person listed in number 4
6. Date – date proposal or bid is being submitted
7. Note the requirements in small print – “IMPORTANT: 1) Identify all DBE and/or SBE firms being claimed for credit. 2) List names of all DBE and/or SBE subcontractors and their respective items of work. 3) Attach copy of the proof of DBE and/or SBE certification for each DBE and/or SBE subcontractor listed on this form. 4) Attach “Intent to Perform” letter signed by the subcontractor.” Certification must be attached. Santa Rosa CityBus accepts DBE participation only from firms currently certified in the California Unified Certification Program (CUCP). For SBE participation, certifications are accepted from the CUCP and/or the State of California Department of General Services. If a proposal or bid includes subcontractors, a letter stating the subcontractor’s intent to perform work on the project must be attached.
8. Sections A and B must be completed, even if there is no DBE or SBE participation planned for the contract. The information in this section is required for Santa Rosa CityBus DBE/SBE Program monitoring purposes and for maintaining a federally-required bidders list. Do not write “not applicable” or “n/a”. If a proposal or bid is being submitted by one firm or individual, with no partners or subcontractors, then that firm or individual is the PRIME Contractor and must complete Section A. Even if the name, address and phone number are the same as provided above on the form, the remaining columns must be completed; do not write “same as above”. All subcontractors, whether DBE and/or SBE or non-DBE/SBE, must be listed in Section B. Use additional sheets if necessary. If there are no subcontractors proposed, Section B will remain blank.
 - Age of firm – how many years the firm has been in business
 - NAICS Code – North American Industry Classification System Code. Codes can be found at www.census.gov/naics.
 - Annual Gross Receipts of Firm – a range may be provided, e.g., less than \$500,000; \$500,000 \$1,000,000; \$1,000,000 - \$5,000,000; \$5,000,000 - \$10,000,000; etc.
 - Certified DBE/SBE – mark yes or no in this column. If “yes”, list the type of certification: CUCP or DGS.

- DBE/SBE Certifying Agency – if you marked yes as a Certified DBE/SBE, note which agency your certification is from—Caltrans, BART, SFMTA, etc.
- Type of DBE and/or SBE – if you marked yes as a Certified DBE and/or SBE, put the number that corresponds to the type of DBE as follows:
 1. Black Americans
 2. Hispanic Americans
 3. Native Americans
 4. Asian-Pacific Americans
 5. Subcontinent Asian Americans
 6. Women
 7. Other
- Award Amount – leave this column blank, unless you are submitting an updated form after contract award
- Percentage of Contract Participation – if only one firm or individual is proposing or bidding, with no partners or subcontractors, this is 100% for the prime contractor. Fill in appropriate percentages for each firm if some of the work is being subcontracted. Note that the total at the bottom of the form must be 100% when all percentages are added.

SANTA ROSA CITYBUS
BIDDERS/PROPOSERS INFORMATION REQUEST FORM
To be completed by Prime Contractor and submitted as part of bid/proposal.

NAME OF PROJECT/PROPOSAL		PROJECT/PROPOSAL NUMBER									
PROPOSER BUSINESS NAME AND ADDRESS											
NAME OF PERSON SUBMITTING BID		DATE									
CONTACT PERSON NAME		CONTACT EMAIL									
CONTACT PHONE NUMBER		CONTACT EMAIL									
[IMPORTANT: 1) Identify all DBE and/or SBE firms being claimed for credit. 2) List names of all DBE and/or SBE subcontractors and their respective items of work. 3) Attach a copy of the proof of DBE and/or SBE certification for each DBE/SBE subcontractor listed on this form. 4) Attach "Intent to Perform" letter signed by the subcontractor.]											
LIST BUSINESS FIRM(s) List Name, Address, and Contact Person (if not the same as above)	Phone Number	Email Address	Age of Firm	Item of Work, Service or Materials Supplied	NAICS Code (if known) *	Annual Gross Receipts of Firm	DBE-SBE Participation			Award Amount	Percentage of Contract Participation
							Certified DBE (Y/N)	Certified SBE (Y/N)	Type of DBE**		
A. PRIME Contractor											
B. Subcontractor/Vendor/Joint Venture											
TOTAL										\$0	0.00%

* NAICS Code: North American Industry Classification System Code. Codes can be found at <http://www.census.gov/naics>
 ** Types of DBE: (1) Black Americans (2) Hispanic Americans (3) Native Americans (4) Asian-Pacific Americans (5) Subcontinent Asian Americans (6) Women (7) Other (designated by the Small Business Administration)
 - DBEs must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website <http://dot.ca.gov/hq/bep/ucp.htm> for a list of participating agencies.
 - SBEs must be certified by the California Department of General Services (<https://cagprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>)
 - Important: Attach the proof of certification for each DBE/SBE firm used toward meeting the DBE/SBE goal (i.e. screen shot, letter from certifying agency or at least DBE/SBE firm #)
 - This information will be used to create and maintain a federally-required Bidders List, regardless of DBE/SBE participation.
 - Use additional sheets as necessary.

LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

CONTRACT:	NAME OF BIDDER:
------------------	------------------------

The undersigned intends to perform work in connection with the above contract upon execution of the bid and subsequent award of contract by the City of Santa Rosa Transit Division as:

Name DBE and/or SBE Subcontractor _____
Address _____
City _____ State _____ Zip _____

Please check all that apply:
Disadvantaged Business Enterprise (DBE) _____
Small Business Enterprise (SBE) _____

The DBE/SBE status of the above named subcontractor is certified by _____.
The above named subcontractor is prepared to perform the described work listed on the Bidders/Proposers Information Request form, in connection with the above contract upon execution of the bid and subsequent award of contract. The above named subcontractor is prepared to perform the described work at the estimated Commitment Total for Subcontractor Price identified on the Bidders/Proposers Information Request form and amount indicated below.

Commitment Total based on estimated Unit Prices and Quantities on the "attached" Bidders/Proposers Information Request form:

Amount \$ _____

The above named bidder and subcontractor mutually accepts the Commitment Total estimated for the Unit Prices and Quantities. This commitment total is based on estimated quantities only and most likely will vary up or down as the project is completed. Final compensation will be based on actual quantities of work performed and accepted during the pursuance of work. The above listed amount represents the entire dollar amount quoted based on these estimated quantities. No conversations, verbal agreements, and/or other forms of non-written representations shall serve to add, delete, or modify the terms as stated.

This document shall not serve in any manner as an actual subcontract between the two parties. A separate subcontractor agreement will describe in detail the contractual obligations of the bidder and the DBE and/or SBE subcontractor.

Affirmation

The above named DBE and/or SBE subcontractor affirms that it will perform the portion(s) of the contract for the estimated dollar value as stated above.

Name of DBE/SBE Subcontractor	Name of Bidder
Signature / Title	Signature / Title
Date	Date

CONTRACTOR AGREEMENT TO BE BOUND TO THE PLA IN THE FORM OF APPENDIX A
TO THE PLA - SIGNED BY THE BIDDER

APPENDIX A

CITY OF SANTA ROSA COMMUNITY WORKFORCE AGREEMENT

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor ("Contractor") for the Project, (hereinafter the "Covered Project"), for and in consideration of the award to it of a contract to perform work on said Covered Project, and in further consideration of the mutual promises made in the "City of Santa Rosa Community Workforce Agreement" (hereinafter "Agreement"), a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.
- (2) Agrees to be bound by the legally established local trust agreements as set forth in Article 17 of this Agreement.
- (3) Authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor;
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of the Agreement.
- (5) Agrees to secure from any Contractor(s) (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

The obligation to be a party to and bound by the Agreement shall extend to all work for the Covered Project undertaken by the Contractor.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

CONTRACT

CITY OF SANTA ROSA

CALIFORNIA

CITY CONTRACT NO. C02395

**FEDERAL PUBLIC ASSISTANCE PROJECT CONTRACT NO. CA-2023-107-01-00
TRANSIT MALL ROADBED REHABILITATION**

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 _____, California ("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 Sections 1-10 of the State of California Department of Transportation Standard Specifications 2015 and Revised Standard Specifications 2015 (collectively, the 2015 Standard Specifications) and Sections 11-134 of the State of California Department of Transportation Standard Specifications 2018 and Revised Standard Specifications 2018 (collectively, the 2018 Standard Specifications) (the 2015 Standard Specifications and the 2018 Standard Specifications are collectively the 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 2018 and Revised Standard Plans 2018 (collectively, 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 Project Plans and Invitation for Bids therefor, and the requirements of the Engineer under them to wit:

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

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

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

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

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

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

provided, that in the event of a conflict between any Federal Requirement in Section 10 of the Special Provisions and any other provision in the Contract Documents, the more stringent provision shall control and prevail.

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 8-1.05 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: _____