

INVITATION FOR BIDS



FOR CONSTRUCTING

SANTA ROSA PAVEMENT MAINTENANCE 2023

CONTRACT NUMBER

C02424

ISSUED BY

CAPITAL PROJECTS ENGINEERING DIVISION

CITY OF SANTA ROSA, CALIFORNIA

2023

ATTENTION
Prebid Conference
See Page 1



STATE OF CALIFORNIA

INVITATION FOR BIDS

CONTAINING:

NOTICE TO BIDDERS

SPECIAL PROVISIONS

BID FORMS

CONTRACT

FOR

SANTA ROSA PAVEMENT MAINTENANCE 2023

Contract No. C02424

SANTA ROSA PAVEMENT MAINTENANCE 2023

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NOTICE TO BIDDERS

| | |
|---|---|
| ➤ | For technical questions regarding this project, contact Dezire Perez Barbante at (707) 543-4203 or email dperezbarbante@srcity.org . |
| ➤ | For direct access to specifications and planholders' 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 -
REVISED BIDDING PROCEDURES**

All bids shall be submitted and opened according to the following procedure:

Bid Acceptance Deadline

Sealed bids will be accepted at the Transportation and Public Works Department, 69 Stony Circle, Santa Rosa, California 95401 until 2:00 p.m., June 1, 2023, for Santa Rosa Pavement Maintenance 2023, Contract No. C02424. (Engineer's Estimate: \$1,717,552.00).

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

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., June 1, 2023.

The teleconference can be accessed at:

<https://srcity-org.zoom.us/j/86051654679?pwd=WTB0MkITb2dvVmsyZFh3MDJVTVRxUT09>

Phone: 669 219 2599

Meeting ID: 860 5165 4679

Passcode: 679821

Find your local number: <https://srcity-org.zoom.us/u/kurPfyJge>

Project Description/Scope of Work

This project will perform various pavement improvements to City streets including crack sealing, localized asphalt repair, pavement resurfacing and striping reconfigurations. Street priorities are established by the City's Pavement Management System, with a majority of work occurring in the City's downtown area for the 2023 project. Pavement maintenance restores the pavement's ability to prevent water intrusion, corrects minor cracking and improves skid resistance.

Pre-Bid Meeting Video Conference

Prospective bidders, subcontractors, and materials suppliers are invited to attend a pre-bid meeting via Zoom video/teleconference or in person at 69 Stony Circle, Santa Rosa, California. The pre-bid meeting is scheduled to be held at 10:00 a.m., May 25, 2023.

The teleconference can be accessed at:

<https://srcity-org.zoom.us/j/89276723778?pwd=NEt0LytSaVlvc0piOEZGSm04anYrdz09>

Phone: 669 219 2599

Meeting ID: 892 7672 3778

Passcode: 855166

Find your local number: <https://srcity-org.zoom.us/u/kUmMPueyk>

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 #: C02424

Project Title: SANTA ROSA PAVEMENT MAINTENANCE 2023

| Line # | Description | Units | Quantity |
|--------|---|-------|-----------|
| 1 | TRAFFIC CONTROL | LS | 1 |
| 2 | WATER POLLUTION CONTROL | LS | 1 |
| 3 | PREPARATION FOR HIGH VOLUME TRAFFIC SLURRY SEAL | SF | 2,767,350 |
| 4 | HIGH VOLUME TRAFFIC SLURRY SEAL | TON | 2,980 |
| 5 | CHANNELIZERS | EA | 50 |
| 6 | PAVEMENT MARKERS | EA | 350 |
| 7 | BUMPER BLOCKS | EA | 66 |
| 8 | INSTALL 2-INCH SIGN POLE | EA | 15 |
| 9 | INSTALL SIGN | EA | 81 |
| 10 | RELOCATE EXISTING SIGN | EA | 3 |
| 11 | REMOVE SIGN | EA | 12 |
| 12 | 4-INCH PAINTED PARKING STRIPES | LF | 4,000 |
| 13 | THERMOPLASTIC ARROWS | EA | 360 |
| 14 | THERMOPLASTIC LEGENDS AND SYMBOLS | SF | 6,800 |
| 15 | THERMOPLASTIC DOUBLE YELLOW CENTERLINE | LF | 30,050 |
| 16 | THERMOPLASTIC TWO-WAY LEFT TURN LANE | LF | 11,600 |
| 17 | THERMOPLASTIC LANE LINE | LF | 32,175 |
| 18 | THERMOPLASTIC CENTERLINE | LF | 5,300 |
| 19 | 12-INCH THERMOPLASTIC | LF | 22,500 |
| 20 | 8-INCH THERMOPLASTIC | LF | 8,600 |
| 21 | 6-INCH THERMOPLASTIC | LF | 62,000 |
| 22 | 4-INCH THERMOPLASTIC | LF | 24,700 |
| 23 | GREEN PREFORMED THERMOPLASTIC BIKE LANE MARKING | SF | 3,000 |

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

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

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

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

All bids are to be compared on the basis of the Engineer's estimate of the quantities of work to be performed. No bid will be awarded to a contractor who is not licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code. Contractor must hold a Class A or C-12 or C-32 license for this project.

Project bid and contract forms for C02424 Santa Rosa Pavement Maintenance 2023 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.

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

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

Bashar Dayoub
Bashar Dayoub (May 2, 2023 12:02 PDT)

May 2, 2023

BASHAR DAYOUB
Supervising Engineer

Date

SPECIAL PROVISIONS

General Specifications

CITY OF SANTA ROSA, CALIFORNIA

SANTA ROSA PAVEMENT MAINTENANCE 2023

1 GENERAL

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

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

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

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

For State of California - the City of Santa Rosa;

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

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

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

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

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

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

Unless otherwise provided, full compensation for compliance with these Special Provisions is included in the contract price and no additional allowance will be made to Contractor therefor. The Standard Specifications are hereby modified to delete any reference or incorporation of provisions providing for or requiring arbitration of any and all claims and disputes arising under this contract.

2 BIDDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 CONTRACT AWARD AND EXECUTION

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

3-1.05 Contract Bonds: Within ten days after receipt of the Notice of Award, the successful bidder shall provide the following bonds to the City:

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

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

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

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

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

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

Insurance Requirements:

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

| Insurance | Minimum Coverage Limits | Additional Coverage Requirements |
|---------------------------------|---|--|
| 1. Commercial general liability | \$5 million per occurrence \$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. |

| | | | |
|----|--|--|---|
| 3. | Workers' compensation and Employer's Liability | \$1 million | As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors. |
| 4. | Course of construction/builders' risk | Amount of completed value of project without co-insurance provisions | Required for construction projects over \$3 million. The City shall be named as loss payee. |

B. Endorsements:

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

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

D. Other Insurance Provisions:

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

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

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

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

Contract within ten calendar days of receipt of the Notice of Award to the respective bidder shall likewise be cause for the cancellation of the award and the forfeiture of the bid guaranty of the respective bidder. In its discretion, the City may then re-advertise the project or construct it by day labor.

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

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

4 SCOPE OF WORK

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

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

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

5 CONTROL OF WORK

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

1. Special Provisions
2. City Standards
3. City Specifications
4. Standard Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7:30 a.m. For emergency situations, after hours, and on Saturdays, Sundays and holidays, Contractor shall contact the owner of the affected facility.

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

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

5-1.43 Potential Claims and Dispute Resolution: "Claim" means a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under the Contract; (B) Payment by the City of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; or (C) Payment of an amount that is disputed by the City.

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

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

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

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

6 CONTROL OF MATERIALS

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

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

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

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

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

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

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

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

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

6-4 Water Utility

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

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

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

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

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

Contractor shall only provide prevailing wage reports upon written request from City. When requested, these prevailing wage reports must be redacted by the Contractor prior to providing them to City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 PROSECUTION AND PROGRESS

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

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

65 WORKING DAYS

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

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

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

9 MEASUREMENT AND PAYMENT

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

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

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

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

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

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

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

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit or any other security mutually agreed to by Contractor and the

City, provided that the substituted security is equal to or not less than five percent of the Contract amount.

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

- a. The amount of securities to be deposited;
- b. The terms and conditions of conversion to cash in case of the default of Contractor; and
- c. The procedure for return of securities upon completion of the Contract.

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

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

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

If Contractor files a claim within the 15 day period, the Engineer will furnish a semi-final estimate and pay the amount due under the semi-final estimate within 30 days. The semi-final estimate is conclusive as to the amount payable except as may be affected by claims and any amount retained. The Engineer shall then consider and investigate such claim and shall make such revision in the final quantities as the Engineer may find to be due and shall then make and issue a final written estimate. The City will pay the amount due, after deducting all previous payments, if any, and amounts to be retained under the provisions of the Contract.

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

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

9-1.17D(3) Final Determination of Claims: Claims filed by Contractor shall be in sufficient detail to enable the Engineer to determine the basis and amount of the Claims. Contractor shall also furnish reasonable documentation to the City to support Claims. If additional information is required by the Engineer, Contractor shall provide such information to the Engineer no later than the 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.

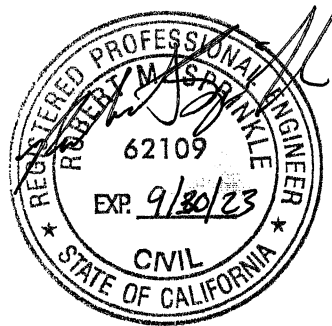


TECHNICAL SPECIFICATIONS

FOR

SANTA ROSA PAVEMENT MAINTENANCE 2023

CONTRACT NO. C02424



2023

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.

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

12-3 Traffic-Handling Equipment and Devices

12-3.01 General: Prior to commencing construction which will affect existing vehicular and pedestrian traffic, you shall submit for review by the Engineer, Traffic Control Plans on 11" x 17" sheets of paper which contains only information specifically related to work zone vehicular and pedestrian traffic control. If you propose to use the current edition of the CA MUTCD published by Caltrans in lieu of a traffic control plan, in specific work operations, they shall submit in writing for consideration which Typical Application Diagram will be used and how it will be applied for each work operation. Traffic Control Plans or proposals shall be submitted for review at least two weeks prior to implementation.

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

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

1. Show location and limits of the work zone.
2. Give dimensions of lanes affected by traffic control that will be open to traffic.
3. Indicate signing, cone placement, and other methods of delineation and reference to appropriate City or Caltrans Standards.
4. Dimension location of signs and cone tapers.
5. Identify side streets, bus stops, and driveways affected by construction and show how they will be handled.
6. Show how pedestrian traffic will be handled through the construction site. Pedestrian pathways through the work zone shall be in compliance with the requirements of ADA during and after work hours.
7. Identify message board locations. A minimum of 8 changeable message boards shall be required. Location to be determined by Engineer.
8. Demonstrate how two-way traffic will be maintained.
9. Include full detour diagrams and placement of signs if implemented.

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

12-4 Maintaining Traffic

12-4.01A General:

1. The full width of the traveled way shall be open for use by public traffic on Saturday, Sundays and designated legal holiday(s), after 4:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress;

unless work has specifically been authorized by the Engineer and except as stated in Section 12-4.02 "Closure Requirements".

2. The location of traffic control signing, barricades, and other facilities shall be monitored frequently (four to five times per day) by you to verify their proper location. All traffic signal and other traffic control devices shall be maintained at all times.
3. You shall conduct these operations so as to cause the minimum obstruction and inconvenience to traffic and to places of business, multiple dwelling units and residences adjacent to the work. You shall notify the Engineer of his planned work and utility service interruption at least five working days in advance to allow time to notify residents and businesses.
4. When construction activities will prevent vehicle access to individual driveways you shall notify and receive permission from the affected businesses and residents. Attention is directed to Section 7-1.03, "Public Convenience". **Full access shall be provided to all driveways during non-working hours.**
5. At locations where traffic is routed perpendicular to trench excavation, the excavation shall be conducted in a manner to provide a surface reasonably satisfactory for traffic at all times. Substructure installation or construction shall be conducted on only one-half the width of the roadway at a time, and that portion of the roadway being used by traffic shall be kept open and unobstructed until the opposite side of the roadway is ready for use. Upon completion of the rough grading, the surface of the roadbed shall be brought to a smooth, even condition free from humps and depressions and made satisfactory for traffic.

12-4.01A General: You shall submit a trucking route along with the traffic controls plans for approval by the Engineer. The route must minimize traffic on residential streets that are not part of the project.

Existing pavement damaged by your operations and not shown to be replaced shall be replaced at your expense, per City Standards and to the satisfaction of the Engineer.

12-4.02 Closure Requirements: Attention is directed to Section 7-1.03, "Public Convenience", to 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.

Portable changeable message signs shall be installed on each end of Mendocino Avenue, 4th Street, College Avenue, and Montgomery Drive two weeks in advance of construction to notify the public of construction dates and possible delays. Portable changeable message signs shall remain in place until construction has been completed. As many as Eight (8) portable changeable message boards may be required.

A flashing arrow sign shall be required at the beginning of any lane closure.

Lane closures, while maintaining one travel lane in each direction, will be permitted between the hours of 8:00 a.m. and 5:00 p.m. only. Only one lane at a time may be closed and no lanes shall be closed at any other hours unless specifically approved by the Engineer. Lane closures while maintaining one lane, two way traffic control (flagging) will be permitted between the hours of 8:30 a.m. and 4:00 p.m. You shall maintain vehicle access to homes and other properties at all times while work is in progress except as stated below.

You shall not park construction vehicles, contractor employee vehicles, stage materials or stockpiles in front of any business or residential driveway access and you 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.

You will be permitted to close residential (one residence) driveways to vehicle access between the hours of 8:00 a.m. and 5:00 p.m. only after those residents that will be affected have been notified a minimum of 72 hours in advance. Individual residential driveway closures shall be limited to a maximum of three (3) hours.

At a minimum, you shall provide three (3) certified traffic control personnel during slurry operations. The traffic control personnel shall be solely dedicated to traffic control operations during slurry.

Where it is necessary to close left turn lanes, two "No Left Turn" signs shall be placed, one at the closure and one in advance.

You will be permitted to close cross streets and side streets where alternate access is available and only when necessary for the application of slurry. Where alternate access is unavailable, you may delay cross streets and side street traffic for a maximum of 10 minutes.

Where it is necessary and permitted to close cross streets and/or side streets, a "Road Closed" sign shall be placed at the point of the closure and a "Road Closed Ahead" sign placed at a point preceding the intersection which allows motorists to take alternate routes around the construction area without backtracking.

You shall keep the City of Santa Rosa Fire Department informed regarding the closure of any traveled way. At a minimum, you 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.

You shall notify Sonoma County Transit at (707) 585-7516, Superintendent of Golden Gate Transit at (415) 257-4442, Santa Rosa City Bus at (707) 543-3922, Sonoma County Airport Express at (707) 837-8700, the local Postal Service at (707) 526-0113, FEDEX and UPS delivery, and Recology at (800) 243-0291 5 calendar days prior to any lane closures or restrictions in turning movements.

You shall contact and coordinate with the principal or office manager of Proctor Terrace Elementary School, located at 1711 Bryden Lane, to obtain the school calendar and arrival and dismissal times of all grades within the school. All work on Bryden Lane shall stop, lanes of traffic opened, and site secured during the hours of drop-off and pickup times, Monday through Friday. You shall contact and coordinate with the principal or office manager of Luther Burbank Elementary School, located at 203 A Street, to obtain the school calendar and arrival and dismissal times of all grades within the school. All work on Bryden Lane shall stop, lanes of traffic opened, and site secured during the hours of drop-off and pickup times, Monday through Friday. You shall halt all work within school zone limits of schools listed above to secure the work zone and open all lanes of traffic for the duration of drop-off and pickup. For all early dismissal days, Contractor shall be subject to these requirements for altered drop-off and pickup times.

Access to Kaiser Permanente Hospital located at 401 Bicentennial Way and Santa Rosa Memorial Hospital located at 1165 Montgomery Drive shall be provided at all times.

No traffic control or parking restrictions will be allowed on 3rd Street from B Street to E Street, 5th Street from B Street to E Street, D Street from 3rd Street to 5th Street, and Mendocino Avenue from 4th Street to 7th Street on Wednesdays from 5/03/2023 to 8/09/2023.

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

Where necessary, and only after receiving written approval from the Engineer, you may temporarily suspend curb side parking in their immediate work zone. Notification to businesses and residents shall be hand delivered at least 72 hours prior to construction in the affected areas.

Notification shall be as follows:

1. A notice placed on the front door of each home or business where curb side parking will be suspended and attempt made to notify each business or resident verbally that work will be underway within the block and that curb side parking will be suspended during stated working hours and request that vehicles be parked out of the roadway by 8:00 a.m. Service of notice shall not bar use of cars within the block, as individual plans change and emergencies arise.
2. Type 2 barricades every 50 feet adjacent to the curb where parking will be suspended with a notice posted on the barricade stating specific dates and times that curb side parking will be temporarily suspended. If work will not take place in the posted area, then you shall remove "No Parking" notices.

You shall maintain vehicle access to all homes and other properties along the work zone. During paving operations, you will be allowed to temporarily suspend vehicle access to a limited number of driveways when approved by the Engineer. When approved by the Engineer and at least 72 hours prior to suspending access to any driveway, you shall give both written and verbal notice to the affected businesses and residents and place barricades adjacent to the driveways with posted notices stating the specific dates and times of the suspension for that area. The notice shall also indicate an alternate parking location. Suspension of access to driveway will be permitted only as approved by the Engineer and only between the hours of 8:00 am and 5:00 pm.

12-4.04 Temporary Pedestrian Access Routes

12-4.04A(1) Summary: You are directed to Chapter 6D, Pedestrian and Worker Safety, in the CA MUTCD, the improvement plans and these Special Provisions.

Pedestrians shall be provided with a safe convenient and accessible path that, at a minimum, replicates the most desirable characteristics of the existing sidewalk, path or footpath. At no point along the road shall the sidewalks on both sides of the road be closed at the same time.

You shall construct and maintain temporary pedestrian pathways through the work zone, where required, that 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.

Pedestrian routes shall be open and accessible at the end of the work day unless an alternate ADA compliant route has been approved by the Engineer. The construction of curb ramps and/or long sections of sidewalk do not alleviate you from this requirement.

13 WATER POLLUTION CONTROL

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

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.

The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). BMPs shall be selected, installed and maintained in accordance with the latest edition. A copy of the handbook can be viewed at the City of Santa Rosa Department of Transportation and Public Works office at 69 Stony Circle or downloaded from CASQA, <http://www.casqa.org/>.

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

13-1.01B Definitions: Construction phase: The construction phase starts at the start of job site activities and ends at Contract acceptance.

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

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 THAN DUE DATE, WHICHEVER IS SOONER.**

DATE REQUIRED (SEE NOTE*): _____

INSPECTOR: _____ PH #: () _____

CONTRACTOR SIGNATURE: _____ DATE: _____

- Inspection Type:**
- | | |
|--|--|
| <input type="checkbox"/> Monthly (Oct 1 st -April 30 th) | <input type="checkbox"/> Deficiency Re-Inspection |
| <input type="checkbox"/> Pre-Rain (Sept 1 st -Oct 1 st) | <input type="checkbox"/> Following First 0.25" Rain (within 2 business days) |

13-2 WATER POLLUTION CONTROL PROGRAM

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: The City pays you to prepare a Water Pollution Control Program as **lump sum** price 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 not required to have a Storm Water Pollution Prevention Plan (SWPPP), therefore Section 13-3, Storm Water Pollution Prevention Plan, of the Standard Specifications does not apply to this project.

13-4 Job Site Management

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

In the event there are insufficient amounts owed to you hereunder to cover the foregoing costs and charges, the City shall have the right to pursue any other remedy to recover same, including, but not limited to, proceeding against any surety or bond in favor of the City. The City's rights under this section are intended to be in addition to and not in lieu of any imposed by the City against Contractor for violations of City Code Chapter 17-12, "Storm Water".

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

13-4.03C(3): Stockpile Management: You shall also comply with CASQA Stockpile Management (BMP WM-3). Do not block storm water flows.

13-4.03D(1): General: You shall also comply with Waste Management/CASQA Solid Waste Management (BMP WM-5). You shall dispose of all trash, rubbish, and waste materials of any kind generated by you, subcontractor, or any company hired by you on a daily basis.

13-4.03D(3): Concrete Waste: You shall also 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.

13-4.03D(4): Sanitary and Septic Waste: You shall also 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.

13-4.03E(1): Water Control and Conservation:

You shall also comply with CASQA Water Conservation Practices (BMP NS-1 and NS-2).

13-4.03E(3): Vehicle and Equipment Cleaning:

You shall also comply with CASQA Vehicle and Equipment Cleaning (BMP NS-8).

13-4.03E(4): Vehicle and Equipment Fueling and Maintenance:

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

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

13-4.04 Payment: Job Site Management shall be paid for at the contract **lump sum** price for **Water Pollution Control**.

13-6 Temporary Sediment Control

13-6.03C Temporary Drainage Inlet Protection: You shall also comply with CASQA Storm Drain Inlet Protection (BMP SE-10).

13-6.04 Payment: Temporary Sediment Control shall be paid for at the contract **lump sum** price for **Water Pollution Control** which includes all maintenance costs.

13-7 Temporary Tracking Control

13-7.01A: General: You shall also comply with Stabilized Construction Entrance and Exit (BMP TC-1), Entrance Outlet Tire Wash (BMP TC-3).

13-7.01C Construction: You shall also comply with CASQA Stabilized Construction Site Entrance / Exit (BMP TC-1).

13-7.03D Payment: Maintaining a temporary construction entrance or roadway shall be paid for at the contract **lump sum** price for **Water Pollution Control**.

13-10 Temporary Linear Sediment Barrier

13-10.01A Summary: You shall also comply with CASQA Silt Fence and Sand Bag Barrier (BMP SE-1 and SE-8).

14 ENVIRONMENTAL STEWARDSHIP

14-10.01 General: You shall dispose of all portland cement concrete and asphalt concrete, generated from removal or demolition activities on the project, at a recycler for these materials. All other excess materials from the project shall become the property of you and shall be disposed of by him, at his expense.

14-10.02 Solid Waste Disposal and Recycling Report: Submit a Solid Waste Disposal and Recycling Report 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.

Submit a Solid Waste Disposal and Recycling Report prior to Contract acceptance. Show the types and amounts of project-generated solid waste taken to or diverted from landfills or reused on the project.

You shall provide receipts verifying delivery and approximate quantity (in tons) of the material delivered to a material recycler.

14-11.04 Dust Control

14-11.04A General: Sweeping per section 14-11.04C shall also be performed to prevent and alleviate dust.

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

14-11.04C Construction: 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.

You shall maintain dust control to the satisfaction of the Engineer, 7 days a week, 24 hours per day.

At the end of each work day, you shall thoroughly sweep all streets in the work zone to minimize airborne dust.

At the end of each work week you shall sweep all streets in the work zone with a commercial street sweeping truck equipped with a rear pick up broom.

At the Engineer's discretion additional sweeping or watering may be required, including the use of a commercial street sweeping truck equipped with a rear pick up broom, at any time or place.

15 EXISTING FACILITIES

15-1.03A General: Existing facilities disturbed by construction shall conform to the applicable provisions 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. You shall be responsible for any damage caused by your operations and any needed repairs shall be completed to the Engineer's satisfaction.

15-1.03B Protect Existing Access Covers and Stamped Asphalt Walkways Prior To Slurry: Prior to slurry, all manhole, valve, rodding inlet, monument, and all other utility access covers shall be protected from slurry operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Engineer. All traces of plastic and excess surfacing material shall be removed from all access covers as quickly as possible after the application of the slurry and in no case remain in place more than 24 hours. All access covers shall remain locatable at all times. Placing a temporary pavement marker or equal on each cover prior to slurry application is acceptable.

Any slurry material deposited on manholes, valves, rodding inlets, monument, and all other utility covers shall be removed immediately, by you, at your expense.

All stamped asphalt walkways within the slurry limits shall be protected from slurry operations by applying a sheet of plastic over the walkways or other methods approved by the Engineer. You shall protect walkways from slurry tracking at all times.

15-1.04 Payment: Protect Existing Access Covers and Stamped Asphalt Walkways Prior To Slurry shall be considered as included in the various items of work under Section 37-3 "High Volume Traffic Slurry Seal" and shall include full compensation for furnishing all labor, tools, equipment and doing all the work involved including furnishing, installing, and removing plastic sheeting or plastic bags complete in place as specified and no additional compensation will be made therefor.

15-2.02C Traffic Stripes and Pavement Markings: Existing thermoplastic pavement markings, thermoplastic traffic stripes, inlaid thermoplastic tape, and tape traffic stripes shall be removed to the fullest extent possible from the pavement by grinding prior to slurry. Sand or other material deposited on or adjacent to the pavement as a result of removing pavement markings shall be removed as the work progresses. Existing pavement markings shall not be removed more than **three days** in advance of slurry. Care shall be taken not to remove any more material than is necessary.

At all times during removal operations, a commercial street sweeping vehicle shall be used to remove grindings and debris from the roadway in accordance with Section 14-11.04C. The sweeper shall perform a final cleaning of the entire removal area at the end of the day.

You shall provide, install and maintain temporary reflective pavement markings on the same day as the permanent pavement markings are removed or as directed by the Engineer and maintain these until final markings are in place. Temporary stripes and markings shall be tape, paint, or approved equal. All surfaces that have received grinding shall be clean and dust removed prior to applying paint or tape for temporary or permanent delineation.

15-2.02D Pavement Markers: Existing pavement markers shall be removed prior to the slurry of existing road surfaces. You shall be responsible for the proper disposal of pavement markers, bumper blocks, and delineators away from the site of work. Existing pavement markers shall not

be removed more than **three days** in advance of slurry. Temporary markings depicting lane lines, crosswalks, and turning lane markings shall be in place at the end of each day.

At all times during removal operations, a commercial street sweeping vehicle shall be used to remove grindings and debris from the roadway in accordance with Section 14-11.04C. The sweeper shall perform a final cleaning of the entire removal area at the end of the day.

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

15-2.02M Removal Methods: Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that are to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by You, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. You shall measure and record the locations and dimensions of all traffic stripes and pavement markings prior to removal. The references shall include the limits or changes in striping pattern, including one and two-way barrier lines, limit lines, crosswalks and other pavement markings. This information shall be reviewed by the City prior to the removal of the pavement delineation.

Painted traffic stripes and painted pavement markings are not required to be removed prior to slurry.

All thermoplastic traffic stripes, thermoplastic pavement markings and tape traffic stripes within the limits of slurry are required to be removed prior to slurry.

The following streets will not require You to tie out and reference existing striping. Striping plans for these streets will be provided to You by the City prior to construction.

| STREET | FROM | TO |
|-------------------------|------------------------|------------------------|
| Montgomery Drive | SR Creek Bridge | Hahman Drive |
| 4 th Street | E Street | Bryden Lane |
| Mendocino Avenue | 4 th Street | College Avenue |
| 7 th Street | B Street | Mendocino Avenue |
| Healdsburg Ave | Lincoln Street | B Street |
| 10 th Street | B Street | Healdsburg Ave |
| 1 st Street | A Street | Santa Rosa Ave |
| A Street | 1 st Street | Sonoma Ave |
| 6 th Street | Morgan Street | A Street |
| B Street | Healdsburg Ave | 7 th Street |

15-2.03 Bumper Block Removal: Existing bumper blocks located on 4th Street at the intersection of College Avenue shall be removed prior to the slurry of existing road surfaces as shown on the plans. Removed bumper blocks shall become your property and shall be disposed of at an approved recycler.

Temporary reflective traffic delineators shall be installed in place of bumper blocks at the time of removal and remain in place and maintained by you until new bumper blocks are installed.

Doweling steel encountered in bumper blocks shall be removed from the pavement. No additional allowance will be made for the removal of such steel. Any portion of doweling steel that is embedded in existing pavement surfaces after bumper block removal shall be cut flush with existing grade. Any voids remaining in pavement after removal of doweling steel shall be filled with epoxy.

15-2.04 Payment: Full compensation to remove all Traffic Stripes, Pavement Markings, Pavement Markers, and Bumper Blocks shall be considered as included in the various items of work under and Section 81 "Miscellaneous Traffic Control Devices" and Section 84-2, "Markings" and shall include full compensation for furnishing all labor, tools, equipment and doing all the work involved including furnishing, installing, maintaining, and removing temporary pavement markings and pavement markers, complete in place as specified and no additional compensation will be made therefor.

[Revised: 09/10/19-CDA STD2018]

37 BITUMINOUS SEALS

37-3 HIGH VOLUME TRAFFIC SLURRY SEALS

37-3.05A General: The mix shall be a “quick traffic system”, meaning that it will be able to accept traffic within 1 hour after placement in +75 degrees Fahrenheit temperature and 50 percent or less humidity.

The performance of the operator shall be reviewed by the Engineer on a daily basis and if performance is found to be unsatisfactory, you shall replace the operator to the satisfaction of the Engineer within two days of direction.

Each crew, at a minimum, shall be composed of a non-working foreman, a coordinator at the project site at all times, a competent mixing operator, a competent driver, traffic control personnel and sufficient personnel to load trucks.

No material shall be placed on wet pavement without the Engineer’s consent.

The limits of work shall be marked by the Engineer in the field and as shown on the plans or map located in these Special Provisions.

You shall provide barricades and other traffic control devices as necessary to eliminate traffic on areas of fresh material that might sustain damage from such traffic. Any tracking of emulsion on public or private property will be your responsibility to correct and shall be removed by the method acceptable to the property owners and the Engineer. Sandblasting or soda blasting may be required.

The cost of the repair, cleanup and/or damage caused by vehicles tracking through the material shall be borne solely by you.

37-3.05A(2) Submittals: You shall submit for approval a complete mix design prepared and certified by a Laboratory. Compatibility of the aggregate, polymer-modified emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate gradation that you will provide on the project.

You shall furnish a sample of aggregate for testing a minimum of two weeks prior to start of work.

37-3.05B Materials

37-3.05B(1) General: Water shall be potable, free of harmful soluble salts or reactive chemicals and any other contaminants.

Additives may be added to the emulsion mix or any of the component materials to provide the control of the quick-traffic properties. They must be included as part of the mix design and be compatible with the other components of the mix.

37-3.05B(2) Polymer Modified Asphaltic Emulsions: The emulsified asphalt shall be a quick-traffic polymer modified asphalt emulsion conforming to the requirements specified in AASHTO M208 or ASTM D2397 for CQS-1h. Polymer content shall consist of a minimum of 2-3/4 percent of latex by weight to create a latex modified emulsion (LMCQS1h). The cement mixing test shall be waived for this emulsion.

You must submit a certification from the polymer supplier 5 days prior to the product being used.

The five (5) day settlement test may be waived, provided job stored emulsion is used within thirty-six (36) hours from the time of the shipment, or the stored material has had additional emulsion blended into it prior to use.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to assure that it is the same as that used in the mix design.

37-3.05B(3) Aggregate: The mixture shall be placed at a rate of not less than 16 pounds or more than 18 pounds of aggregate per square yard of pavement surface.

Aggregate for Slurry Seal must be Type II, and have the quality characteristic as specified below:

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

| | |
|----------------------|--------------------------------------|
| Sand Equivalent | 65 minimum |
| Durability Index | 65 minimum |
| Methylene Blue Value | 10 maximum per AASHTO T330-07 (2001) |

The aggregate shall be a manufactured crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is totally crushed, 100 percent of the parent aggregate will be larger than the largest stone in the gradation to be used.

When tested in accordance with AASHTO T27 (ASTM C136) and AASHTO T11 (ASTM C117), the target (mix design) aggregate gradation (including the mineral filler) shall be within the Type II.

The job mix (target) gradation shall be within the gradation band for the desired type. After the target gradation has been submitted, then the percent passing each sieve shall remain within the gradation band. The percent passing shall not go from the high end to the low end of the range for any two consecutive screens.

The aggregate shall be inspected, accepted or rejected at the job location stockpile or when loading into the support units for delivery to the lay-down machine. The stockpile shall be accepted or rejected based on five gradation tests according to ASTM D75 or CTM 202. Sampling of the stockpile material shall be performed in accordance with CTM 125. If the average of the five tests is within the gradation tolerances, then the materials will be accepted. If the tests show the material to be out of specification, you will be given the choice to either remove the material or blend other aggregate with the stockpiled material to bring it into specification.

For every sieve size that is out of the allowable gradation margin, a \$5 per ton deduction will be applied, and the material may be subject to refusal at the discretion of the Engineer.

If aggregate samples do not meet the minimum sand equivalent and durability index requirements established in this subsection, you shall be penalized as follows:

For sand equivalent and/or durability index values below 65 and above 59, a \$20 per ton deduction for the total quantity of non-compliant aggregate placed on the project shall be assessed against the contract bid price for High Volume Traffic Slurry Seal.

For sand equivalent and/or durability index values of 59 and below, City shall not compensate you for entire quantity of non-compliant material placed on the project.

37-3.05B(4) Mineral Filler: Mineral filler, if required, shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free from lumps. It may be accepted upon visual inspection. The type and amount of mineral filler needed shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent (1%) may be permitted when the slurry seal is being placed, if it is found to be necessary for better consistency or set times.

37-3.05C Construction

37-3.05C(1) General: You shall submit to the Engineer a slurry seal schedule in addition to the construction schedule in accordance with Section 5-1.05 "Order of Work". The schedule shall clearly show the sequence of slurry sealing specifically detailing each individual lane on each street and shall include the dates, start times, and end times of each lane. The schedule shall include a corresponding map that illustrates all of the items mentioned above. Daily schedules shall not exceed 250,000 square feet of production per day.

The schedule shall be received and accepted by the Engineer a minimum of **four weeks** prior to slurry sealing.

You shall adhere diligently to the approved schedule in the production of work.

Any changes in your planned sequence or timing of work shall be submitted to the Engineer immediately in writing and accompanied by an updated schedule for the Engineers approval. Any residents or businesses affected by the approved changes to your schedule shall be re-notified a minimum of 72 hours prior to proceeding.

Prior to the slurry sealing operation, you shall remove all existing thermoplastic striping, legends, and markings in accordance with Section 15-2.02C, all raised pavement markers in accordance with Section 15-2.02D, and all bumper blocks in accordance with Section 15-2.03.

You shall notify businesses and residents in accordance with Section 121-1.02.

You shall protect all utility access covers and stamped asphalt walkways in accordance with Section 15-1.03B.

You shall protect all drainage inlets in accordance with Section 13.

Prior to the application of the slurry seal, pavement surfaces shall be cleaned of all oil, debris, grease spots, and vegetation.

You shall remove any and all vegetation within the slurry seal limits by an acceptable and approved means, (i.e. manual and/or mechanical), remove dirt and debris from cracks, joints (including asphalt/gutter lip joint) and voids in the road surface within the limits of the project and apply an approved herbicide to the cracks/ joints, voids in the road surface to prevent the re-growth of vegetation through the road surface. The removal of vegetation and application of herbicide shall be performed to the satisfaction of the Engineer.

You shall comply with all Federal, State and local laws and regulations governing the use of chemicals for control of vegetation. You shall permit treatment for weed control to be done by qualified, trained personnel under the supervision of a State Licensed Qualified Pesticide Applicator, using recognized and approved methods and materials, in compliance with all Federal, State and local laws and regulations.

Vegetation removed beyond the slurry seal limits will be required to be replaced at your expense if requested by the Engineer.

The herbicide shall be applied by you after vegetation removal and prior to crack sealing. All herbicides shall be submitted by you for the approval of the Engineer and shall be certified for use in the State of California for the specific use intended. The application of the herbicide shall be performed in accordance with all applicable regulations. The herbicide shall be applied only on the roadway surface to be sealed and NOT in roadside ditches or drainage facilities. Any and all fines or clean-up costs for unlawful misuse or discarding of herbicides shall be the sole responsibility of you. Mixtures and spread rates for the herbicides shall be determined by the manufacturer's specifications. Wash down of the equipment or discarding of herbicides shall not enter the catch basins or drainage facilities.

You shall make your own arrangements for temporary stockpile work areas for stockpiling and batching. Prior to beginning construction, you shall provide the Engineer with a copy of the Temporary Use Permit with the landowner(s) for use of the stockpile area in accordance with Section 5-1.20B(4)(a).

The stockpile areas shall be thoroughly cleaned, removing all excess material and any material contaminated by spilled material, and left with a neat, orderly appearance upon completion of the sealing operations. Paved areas shall be cleaned and repaired to the satisfaction of the Engineer and property owner and striping replaced at your expense. Prior to final payment, you shall provide the Engineer with a letter from the Landowner(s) stating that said areas have been left in a condition satisfactory to the Landowner(s).

All staging areas shall have BMPs in place in accordance with Section 13 and left in a neat orderly appearance as stated above upon completion.

You shall supply the Engineer with licensed weigh master's certificates of the weights of all aggregate and emulsion delivered to the job during the course of each day. You shall present Weigh Master's certificates for the amounts of such aggregate and emulsion remaining unused at the completion of the contract at no cost to the City. Certified weight tags from a local scale with current CTM 109 certification will be required to establish weight of remaining aggregate and emulsion. The certificates shall be presented to the Engineer on the same day the aggregate and emulsions are delivered.

You shall schedule and coordinate the delivery of aggregate to the stockpiles such that:

1. Deliveries originate at the plant and arrive at the stockpile site within normal work hours on the same calendar day.
2. Delivery site and project name are explicitly stated on each delivery ticket.
3. Successive deliveries on the same calendar day show the cumulative total for that day.
4. Copies of all delivery tickets are delivered to the Engineer before the end of the working day, any delivery tickets not so delivered may be rejected by the City and no payment made therefor. Any deviation from this process must have the prior approval of the Engineer.

Sanding shall be minimized and only used when absolutely necessary. When necessary at driveways and intersections to accommodate vehicular and pedestrian traffic while the slurry seal cures, sand at intersections shall be swept within 2 hours of placement and within 4 hours at other locations. Sand shall not be applied until slurry seal can withstand pedestrian traffic. Any sand deposited on driveway aprons or sidewalks shall be removed by the end of that day.

You shall install temporary raised pavement markers in accordance with Section 15-2.02D until the roadway surface is ready for permanent raised pavement traffic delineation.

37-3.05C(2) Mixing and Spreading Equipment:

Inspection: You shall provide the equipment proposed for the project for inspection and demonstration at the site or other location acceptable to the Engineer at least two working days prior to beginning work. Any equipment requiring repair or replacement as determined by the Engineer shall not be used on the work until the Engineer accepts its condition.

Maintenance: All equipment must be maintained and in good state of repair, including no oil leaks that could damage existing asphalt, concrete or landscape areas. All equipment safety guards shall be in place, hydraulic hoses and fittings shall be in good condition.

In the event of equipment failure that you determine the repair will require more than 24 hours, you shall (1) notify the Engineer immediately and (2) have a functional replacement piece of equipment on site and ready for work the morning after the determination was made.

Prior to a change of emulsion type or supplier, you shall notify the Engineer and obtain approval. You shall thoroughly clean all emulsion tanks and mixing units to prevent any chemical reaction between any differing emulsions.

Trucks: You shall furnish and continuously operate a minimum of 3 aggregate trucks for each scheduled workday. The number of trucks used each day shall be as shown on the approved schedule unless otherwise approved in advance by the Engineer. Failure by you to adhere to this requirement will cause the City to sustain additional inspection costs that will be deducted from any compensation due you. The Engineer shall determine these costs.

Prior to the beginning of operations, you shall furnish, at no cost to the City, calibration certificates for each individual slurry truck and for the same type of material specified in this section from a certified weighmaster. The certificate shall be dated no more than 6 months prior to the date of start of construction.

All trucks which you propose to use, that exceed the legal weight limit, are required to have overweight permits from the City and jurisdictions within which they will be operated.

Flexible drags made of burlap or similar attached to the rear of the spreader box shall not be used and does not constitute a secondary strike-off.

Support Equipment: Support equipment such as front end loaders shall be in good working order and sized to adequately perform the work without interruption.

37-3.05C(3) Placement: A minimum of two (2) commercial street sweeping vehicles shall be provided and approved in advance by the Engineer. Sweeping vehicles shall be vacuum assisted power brooms.

Only place slurry seal if both the pavement and air temperature are at least 50 degrees F and rising. Do not place any slurry seal if rain is imminent or the air temperature is expected to be below 36 degrees F within 24 hours after placement.

Immediately prior to the slurry sealing operations, you shall sweep the entire surface with commercial street sweeping vehicles as required. Debris shall become your property and shall be disposed of at an approved refuse site. Transferring of the debris from the pickup vehicle or temporary stockpiling of debris will not be allowed. The use of a Contractor-furnished debris box located at the staging/storage location for the disposal of sweeping debris is acceptable.

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

The slurry seal mixture shall be uniformly spread on the existing road surface within the rate specified without spotting, re-handling, or otherwise shifting the mixture.

The slurry seal mixture shall be of the proper consistency at all times, so as to provide the application rate required by the surface condition. The average single application rate shall be in accordance with the following table:

| Aggregate Type | Location | Suggested Application Rate Dry Pounds Per Yard |
|----------------|---------------------------------|---|
| Type II | All Streets To Be Slurry Sealed | 16-18 lb/yd ² |

Slurry seal applied around curb ramps shall be squeegeed flush with the gutter lip at the curb ramp.

All incidental work such as surfacing of driveway aprons and returns shall be done concurrently with the surfacing of the street proper. The slurry seal shall be applied from lip of gutter to lip of gutter. If no gutter exists, the slurry seal shall be from edge of pavement to edge of pavement. The edges of the limits of the slurry sealing application on both sides of the street shall be maintained in a neat and uniform line.

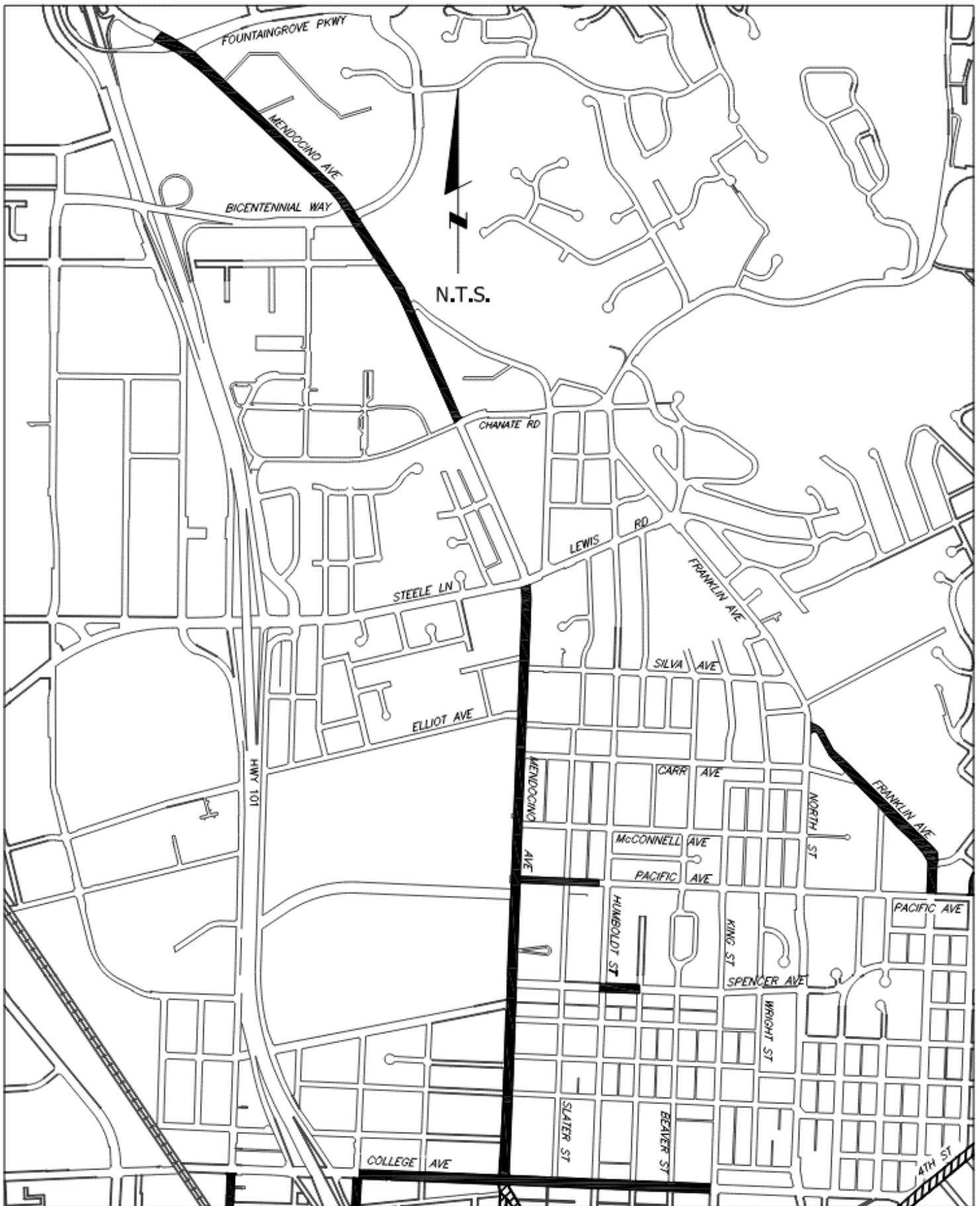
The mixture shall be uniform and homogeneous after placing on the surfacing and shall not show separation of the emulsion and aggregate after setting. The completed surface shall be of uniform texture and free from ruts, humps, depressions, or irregularities.

The slurry seal shall be rolled after it has cured sufficiently so as not to pick up on the vehicle tires, but not more than 2 hours after placement. The rollers shall be 5-ton self-propelled pneumatic rollers with tire pressure of 50 p.s.i. and water spray system. There shall be a minimum of two operating rollers on the same newly constructed surface, tandem rolling, during the compaction rolling process. The slurry seal coat shall be given a minimum of three complete passes with the roller or until the material is compacted with a uniform surface. The entire surface of the slurry seal shall be rolled in this manner including bike and parking lanes.



Streets shall be kept free of “raveling”. It will be your responsibility to drive completed streets on a daily basis and evaluate whether or not streets require sweeping. The project inspector will also review completed streets and notify you of streets requiring sweeping.

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

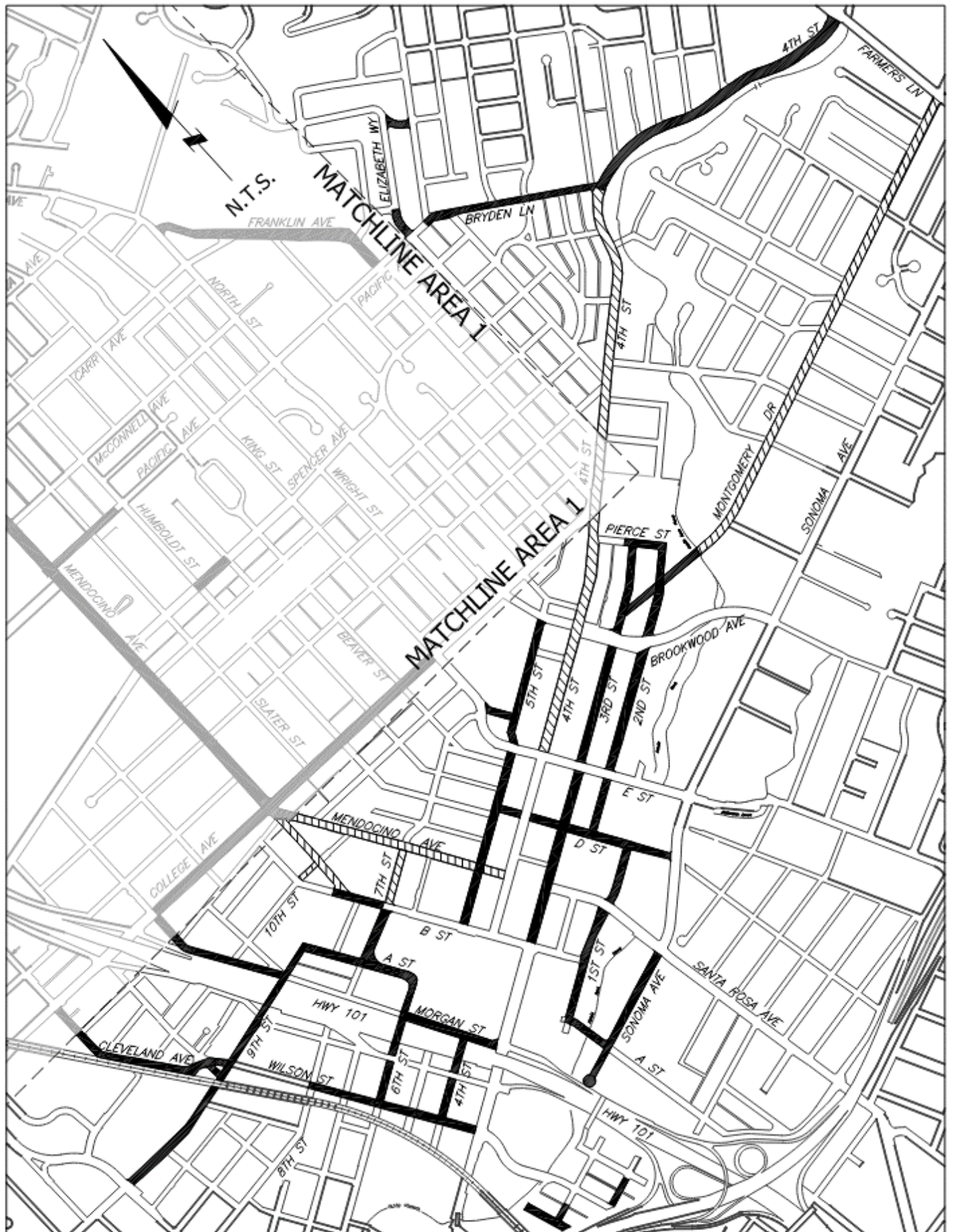
37-3.06 Payment: Preparation For High Volume Traffic Slurry Seal involves the removal of vegetation, dirt/debris, sweeping, application of herbicide, and protection of existing access covers complete in place as specified herein.





LEGEND:

-  STREETS TO BE SLURRED
-  STREETS TO BE SLURRED (STRIPING PLANS WILL BE PROVIDED)

**SANTA ROSA PAVEMENT
 MAINTENANCE 2023
 AREA 1 of 2**



LEGEND:

-  STREETS TO BE SLURRED
-  STREETS TO BE SLURRED (STRIPING PLANS WILL BE PROVIDED)

SANTA ROSA PAVEMENT
 MAINTENANCE 2023
AREA 2 of 2

SANTA ROSA PAVEMENT MAINTENANCE 2023

| <u>STREET</u> | <u>FROM</u> | <u>TO</u> | <u>SQ FT</u> |
|----------------|----------------|---------------------|--------------|
| 10th St | B St | Healdsburg Ave | 4,890 |
| 1st St | A St | Santa Rosa Ave | 47,100 |
| 1st St | Santa Rosa Ave | D St | 24,820 |
| 2nd St | D St | E St | 12,650 |
| 2nd St | E St | Brookwood Ave | 40,890 |
| 2nd St | Brookwood Ave | Pierce St | 28,870 |
| 3rd St | B St | E St | 73,200 |
| 3rd St | E St | Brookwood Ave | 107,880 |
| 3rd St | Brookwood Ave | Pierce St | 25,700 |
| 4th St | E St | Brookwood Ave | 56,000 |
| 4th St | Brookwood Ave | Bryden Ln | 186,430 |
| 4th St | Bryden Ln | Farmers Ln (Hwy 12) | 151,150 |
| 4th St | Wilson St | Morgan St | 27,130 |
| 5th St | B St | E St | 60,240 |
| 5th St | E St | Brookwood Ave | 35,870 |
| 6th St | Wilson St | A St | 43,220 |
| 7th St | A St | B St | 23,830 |
| 7th St | B St | Mendocino Ave | 18,900 |
| 9th St | Dutton Ave | RR Tracks | 52,150 |
| 9th St | RR Tracks | A St | 57,330 |
| A St | 9th St | 7th St | 22,460 |
| A St | 7th St | 6th St | 17,770 |
| A St | 1st St | Sonoma Ave | 11,700 |
| B St | Healdsburg Ave | 7th St | 13,800 |
| Bryden Ln | Montecito Ave | 4th St | 50,490 |
| Chestnut St | South End | North End | 11,500 |
| Cleveland Ave | 9th St | College Ave | 60,790 |
| College Ave | Morgan St | King St | 168,700 |
| D St | 4th St | 5th St | 8,210 |
| D St | 4th St | Sonoma Ave | 47,850 |
| Elizabeth Way | Pacific Ave | Town and Country Dr | 12,600 |
| Franklin Ave | Terrace Way | North St | 48,950 |
| Hazel St | Chestnut St | 112 Hazel St | 3,720 |
| Healdsburg Ave | Lincoln St | B St | 27,200 |
| King St | 5th St | E St | 8,130 |
| Laurel St | Olive St | Orange St | 6,960 |
| McDonald Ave | Pacific Ave | Terrace Way | 12,400 |
| Mendocino Ave | Chanate Rd | Fountaingrove Pkwy | 273,240 |
| Mendocino Ave | Steele Ln | College Ave | 331,200 |
| Mendocino Ave | 4th St | College Ave | 92,760 |

| | | | |
|---------------|---------------|---------------------|---------|
| Montgomery Dr | 3rd St | Farmers Ln (Hwy 12) | 230,270 |
| Morgan St | 9th St | College Ave | 42,750 |
| Morgan St | 3rd St | 6th St | 30,980 |
| Pacific Ave | Mendocino Ave | Humboldt St | 28,980 |
| Parsons Dr | Elizabeth Way | Montecito Ave | 7,600 |
| Pierce St | 2nd St | 3rd St | 10,650 |
| Ripley St | 9th St | Cleveland Ave | 3,830 |
| Sonoma Ave | West End | Santa Rosa Ave | 42,440 |
| Spencer Ave | Humboldt St | Orchard St | 17,620 |
| Wilson St | 3rd St | 8th St | 43,550 |

TOTAL

2,767,350

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

81-1.01 General: Raised pavement markers shall be placed at the locations shown on the Plans and in accordance with the applicable provisions of Sections 81, 82 and 84 of the Standard Specifications, these Special Provisions, and the City of Santa Rosa Traffic Standards. Attention is directed to CAMUTCD and Section 15 “Existing Facilities” of these Special Provisions.

Striping details on the plans refer to 2010 Caltrans Standard Plans. For any plan detail that references a deleted 2018 Standard Plan detail, you shall reference the 2010 Standard Plans for the detail.

Prior to existing striping removal, you shall layout reference markings indicating locations of all pavement markings to be replaced in kind except for streets shown in the table in Section 15-2.02M. Plans showing locations and details of existing pavement markers are not available and you shall be responsible for accurate replacement.

81-2.02D Channelizers: Channelizers shall be Class 1 flexible post 36” in height, white on white, surface mount per Standard Plan A73C. Delineators shall be installed where shown on the plans and mounted with bituminous adhesive.

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 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.

Left edgeline shall be installed per State CSP A20B Detail 26 with reflective pavement markers around median islands or as shown on the plans and paid for as each reflective pavement marker installed.

81-3.02F Bumper Blocks: New bumper blocks shall be installed in the location and alignment as shown on the plans. New bumper blocks shall be constructed of concrete and six (6) inches in height, painted yellow or white as shown on the plans and glass beads applied. Bumper blocks in parking areas shall be doveled into the pavement and secured per manufacturer’s recommendations. Bumper blocks in median areas will not require doweling.

81-3.03 Construction: Existing raised pavement markers to remain, which are damaged by the work, shall be replaced as determined by the Engineer, at your 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.

You 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.

Existing raised pavement markers to remain, which are damaged by the work, shall be replaced.

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.

Temporary markers shall be removed or cut flush to the grade of the new pavement surface and to the satisfaction of the Engineer immediately prior to installing permanent markers.

[Version: 12/18/19 CDA STD2018]

82 SIGNS

82-1.01 General: This work shall consist of installation, removal, and relocation of roadside signs as shown on the plans, where directed by the Engineer, and shall conform to the City Specifications and CAMUTCD.

Regulatory signs shall be constructed with high intensity prismatic sheeting.

Warning pedestrian signs & plaques, and School pedestrian signs & plaques shall be constructed with fluorescent yellow green (FYG) high intensity prismatic sheeting.

Surface mount signs shall be installed at the locations shown on the plans with hot melt bituminous adhesive.

Signs and hardware which are not to be mounted on traffic signal mastarms or poles shall be provided and installed by You at the locations shown on the plans per Part II of the City Traffic Standards.

Existing signs which are not on traffic signal mastarms or poles shall be relocated as shown on the plans by You.

82-4.04 Construction: Where 2-inch sign poles are shown on the plans to be installed, you shall provide and install threaded sign poles couplers and extensions (as needed) and core sidewalk or excavate foundations.

Where new street signs are shown on the plans to be installed on existing sign poles, you shall provide and install couplers, extensions (as needed) and mounting hardware to accommodate new signs at your expense.

Where signs are shown on the plans as relocated or removed, the sign post and foundation shall be removed if no longer in use. Existing sign posts removed from sidewalks shall be ground flush with the existing sidewalk surface, and the void filled with grout. When existing sign posts and foundation are removed from a planter strip, the void shall be back filled with native material compacted to match the existing grade.

Existing pole extensions shall be replaced (as needed) with new 2-inch threaded pole extension and coupling, cut to length required to install or relocate signs, and/or to reset sign configuration.

Removed signs shall be returned to the City of Santa Rosa Sign Shop at 55 Stony Point Road. All poles being removed and not relocated shall become your property.

When required to install new or relocate existing signs, you shall trim tree branches as directed by the Engineer

[Updated: 12/19/2019 CDA STD2018]

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 and Section 85 of the Standard Specifications, The City Traffic Standards, CAMUTCD, and these Special Provisions and shall be placed at the locations shown on the Plans.

Striping details on the plans refer to 2010 Caltrans Standard Plans. For any plan detail that references a deleted 2018 Standard Plan detail, you shall reference the 2010 Standard Plans for the detail.

You shall provide and install temporary retro-reflective pavement markings on the same day as the existing permanent markings are removed or destroyed, or as directed by the Engineer, and maintain them until the new permanent markings are in place in accordance with Section 15-2.02 of these Special Provisions.

Prior to existing striping removal, you shall layout reference markings indicating locations of all pavement markings to be replaced in kind except locations shown in the table in Section 15-2.02M. Plans showing locations and details of existing pavement markings are not available and you shall be responsible for accurate replacement.

Temporary striping on all ground surfaces shall be paint (white and/or yellow) with retro-reflective glass beads, temporary reflective tape, or an approved equivalent and shall be installed the same day as the existing permanent striping is removed, or as directed by the Engineer. Temporary striping shall be maintained until new permanent striping is in place.

Temporary markers shall be removed or cut flush to the grade of the new pavement surface and to the satisfaction of the Engineer immediately prior to installing permanent markings.

Full compensation for temporary markings shall be considered as included in the price paid for various contract items of work involved and no additional compensation will be allowed therefor.

All thermoplastic shall be white except where shown on the plans or previously existed. No additional compensation will be made for yellow thermoplastic.

You shall remove all existing traffic striping and pavement marking in conflict with proposed improvements, as shown on the Plans, and as directed by the Engineer, and shall be responsible for the proper disposal of their grindings away from site work.

Existing stripes and pavement markings to remain, which are damaged by the work, including oil tracking, shall be replaced at your 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.

Following completion of roadway striping application, you shall sweep and vacuum all lines and markings where retroreflective beads have been applied. There shall be no loose accumulation of beads left on the roadway after application.

84-2.02C Painted Parking Stripes: Parking stalls and parking “T” and “L” markings in metered parking areas shall be fast dry waterborne traffic paint manufactured by Ennis -Flint. Glass beads shall be applied immediately after placement and prior to drying.

84-2.03C Application: Existing crosswalks, within the slurry limits, at locations without stop control (mid-block crossings) shall be re-installed as “Continental” style per CAMUTCD Section 3B.17, Figure 3B-16 as shown on the plans.

84-2.03C(2)(b) Extruded Thermoplastic: 12-Inch Thermoplastic Crosswalk, 8-Inch Channelizing Line, 6-Inch Bike Lane Marking, 4-Inch Edge Line Marking, Lane Line, Double Yellow Centerline, Two-Way Left Turn Lane, Thermoplastic Legends and Symbols, and Thermoplastic Turn Arrows shall be extruded thermoplastic. Extruded thermoplastic material shall be PTH-02ALKYD. No additional compensation shall be made for yellow thermoplastic.

Double Yellow Centerline and Two-Way Left Turn Lane shall be 4-Inch stripes with reflective pavement markers similar to Detail 22 and 32 of the 2010 State Standard Plans.

Single Yellow Centerline and Lane Lines shall be 4-Inch stripes with reflective pavement markers similar to Detail 2 and 9 of the 2010 State Standard Plans.

Shared Roadway Bicycle Markings shown on the plans shall be installed per 2018 State Standard Plan A24C.

84-2.04 Payment: The quantity of thermoplastic traffic stripes to be paid for will be determined by measuring the length of traffic stripes applied. No deductions will be made for gaps in traffic striping. A 4-inch traffic stripe is measured as one traffic stripe. A 6-inch traffic stripe is measured as one traffic stripe.

Thermoplastic Double Yellow Centerline, Two-Way Left Turn Lane, Lane Line, Single Yellow Centerline, and 8-Inch Channelizing Line will be measured along the center of the detail in place and measured as one traffic stripe and include payment for reflective raised pavement markers.

84-2.05 Green Preformed Thermoplastic Bike Lane Marking: Green Preformed Bike Lane Markings shall meet requirements of FHWA Interim Approval IA-14 and Chromaticity Requirements for Green-Colored Pavement as outlined in FHWA Interpretation Letter 9(09)-86(I). Green Bike Lane Markings shall have a minimum thickness of 90mil and skid resistance of greater than 45 BPN when tested according to ASTM E 303. Green Bike Lane Markings shall be installed in 5’ by 4’ rectangles, centered within the dashed bike lane markings, with the 5’ dimension perpendicular to the direction of travel and the 4’ dimension parallel to the direction of travel. Install Green Preformed Thermoplastic Bike Lane Marking per the manufacturer recommendations.

84-2.06 Payment: Payment for green preformed thermoplastic bike lane marking will be determined by the actual area of pavement marking applied.

[Updated: 12/19/2019 CDA STD2018]

121 NOTIFICATION

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

121-1.02: You shall notify in writing all residents and business owners 2 weeks in advance of any construction work on their street or in front of their homes or businesses. You shall notify: what type of work will be taking place, at what time, how long, and the potential impacts it will have on them. The notice shall also contain a map of the slurry sealing sequence detailing dates and times of each portion of roadway to be sealed. A copy of the proposed notification and maps shall be submitted to the Engineer prior to distribution for review and approval.

Seventy-two (72) hours prior to slurry placement, you shall follow up the initial 2 week notification by placing door hangers at the residences and businesses on the affected streets, including each individual apartment in multi-dwelling units, stating what type of work is taking place, what time the work will begin, how long it will take, when, where, and how parking will be restricted, and the potential impacts it will have. A copy of the proposed notification shall be submitted to the Engineer prior to distribution for review and approval.

If the work is not completed on the day scheduled, you shall re-notify and re-post the affected streets as stated above. All notices or correspondence shall be approved by the Engineer.

See Section 12-4.02 "Closure Requirements" of these Special Provisions for additional requirements.

121-3.01 Payment: Full compensation for conforming to the provisions of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

A - FEES AND PERMITS

The City will obtain an Encroachment Permit from Caltrans for the work on 4th Street at Hwy 12. You shall abide by the terms and conditions and fulfill the requirements and obligations of both the permittee and permittee's Contractor.

You shall obtain an Encroachment (Double) Permit from Caltrans and pay the required fee prior to performing any work in the State right-of-ways.

Full compensation for securing and complying with all permits shall be considered as included in the contract prices paid for the various items of work and no additional allowance will be made therefor.

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

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

(Name)

_____ of
(Title)

(Contractor)

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

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day of

Notary Public

My Commission Expires _____

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

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

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

BID FORMS

CITY OF SANTA ROSA

STATE OF CALIFORNIA

SANTA ROSA PAVEMENT MAINTENANCE 2023

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

TO THE AWARD AUTHORITY OF THE CITY OF SANTA ROSA

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

NAME OF BIDDER: _____

Contract #: C02424

Project Title: SANTA ROSA PAVEMENT MAINTENANCE 2023

| Line # | Description | Units | Quantity | Unit Price | Total Price |
|--------|---|-------|-----------|------------|-------------|
| 1 | TRAFFIC CONTROL | LS | 1 | \$ _____ | \$ _____ |
| 2 | WATER POLLUTION CONTROL | LS | 1 | \$ _____ | \$ _____ |
| 3 | PREPARATION FOR HIGH VOLUME TRAFFIC SLURRY SEAL | SF | 2,767,350 | \$ _____ | \$ _____ |
| 4 | HIGH VOLUME TRAFFIC SLURRY SEAL | TON | 2,980 | \$ _____ | \$ _____ |
| 5 | CHANNELIZERS | EA | 50 | \$ _____ | \$ _____ |
| 6 | PAVEMENT MARKERS | EA | 350 | \$ _____ | \$ _____ |
| 7 | BUMPER BLOCKS | EA | 66 | \$ _____ | \$ _____ |
| 8 | INSTALL 2-INCH SIGN POLE | EA | 15 | \$ _____ | \$ _____ |
| 9 | INSTALL SIGN | EA | 81 | \$ _____ | \$ _____ |
| 10 | RELOCATE EXISTING SIGN | EA | 3 | \$ _____ | \$ _____ |
| 11 | REMOVE SIGN | EA | 12 | \$ _____ | \$ _____ |
| 12 | 4-INCH PAINTED PARKING STRIPES | LF | 4,000 | \$ _____ | \$ _____ |
| 13 | THERMOPLASTIC ARROWS | EA | 360 | \$ _____ | \$ _____ |
| 14 | THERMOPLASTIC LEGENDS AND SYMBOLS | SF | 6,800 | \$ _____ | \$ _____ |
| 15 | THERMOPLASTIC DOUBLE YELLOW CENTERLINE | LF | 30,050 | \$ _____ | \$ _____ |
| 16 | THERMOPLASTIC TWO-WAY LEFT TURN LANE | LF | 11,600 | \$ _____ | \$ _____ |
| 17 | THERMOPLASTIC LANE LINE | LF | 32,175 | \$ _____ | \$ _____ |
| 18 | THERMOPLASTIC CENTERLINE | LF | 5,300 | \$ _____ | \$ _____ |
| 19 | 12-INCH THERMOPLASTIC | LF | 22,500 | \$ _____ | \$ _____ |
| 20 | 8-INCH THERMOPLASTIC | LF | 8,600 | \$ _____ | \$ _____ |
| 21 | 6-INCH THERMOPLASTIC | LF | 62,000 | \$ _____ | \$ _____ |
| 22 | 4-INCH THERMOPLASTIC | LF | 24,700 | \$ _____ | \$ _____ |
| 23 | GREEN PREFORMED THERMOPLASTIC BIKE LANE MARKING | SF | 3,000 | \$ _____ | \$ _____ |

Total: \$ _____

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

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

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

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

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

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

LIST OF SUBCONTRACTORS

NAME OF BIDDER: _____

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

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

| SUBCONTRACTOR NAME | SUBCONTRACTOR LICENSE NUMBER | SUBCONTRACTOR DIR REGISTRATION NUMBER | SUBCONTRACTOR BUSINESS ADDRESS | DESCRIPTION OF WORK (ITEM NO.) |
|--------------------|------------------------------|---------------------------------------|--------------------------------|--------------------------------|
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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 in registered with the Department of Industrial Relations, Registration No. _____.

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

Secretary of State Business Entity Number: _____.

Business Address

Telephone Number

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

BIDDER'S SIGNATURE: _____

TITLE: _____

DATE: _____

CONTRACT

CITY OF SANTA ROSA

CALIFORNIA

**CONTRACT NO. C02424
SANTA ROSA PAVEMENT MAINTENANCE 2023**

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

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

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

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

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

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

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

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

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

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

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

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

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

City:

City of Santa Rosa,
a Municipal corporation

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Approved as to form:

By: _____

Office of City Attorney

Contractor:

Name of Contractor,
Type of entity

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____