



PUBLIC WORKS DEPARTMENT

INVITATION FOR BIDS,
SPECIFICATIONS, AND CONTRACT DOCUMENTS

FOR

DOWNTOWN CATCH BASIN REHABILITATION 2026
CITY PROJECT NO. c402602

SANTA CRUZ CITY COUNCIL

Fred Keeley, Mayor
Shebreh Kalantari-Johnson, Vice Mayor
Susie O'Hara
Sonja Brunner
Renee Golder
Scott Newsome
Gabriela Trigueiro

Matt Huffaker, City Manager

Bonnie Bush, City Clerk Administrator

Cassie Bronson, City Attorney

Nathan Nguyen, Public Works Department Director

Kevin Crossley, Assistant Public Works Department Director

BID OPENING APRIL 9, 2026 @ 2:00 PM PACIFIC STANDARD TIME

Closing time to receive bids
will be verified by the on-line clock maintained by the
US Naval Observatory, found at:

<https://www.time.gov/>



NOTICE INVITING SEALED PROPOSALS OR BIDS

NOTICE IS HEREBY GIVEN that the City of Santa Cruz, California (the “City”), invites sealed Bids for the following “Project”:

“DOWNTOWN CATCH BASIN REHABILITATION 2026 (c402602)”

1. Date and Place of Opening Bids. Sealed bids for the construction of the Project will be received at the Public Works Department, 809 Center Street, Room 201, Santa Cruz, California 95060, until April 9, 2026, at 2:00 PM local time in a sealed envelope plainly endorsed with the Project Name and Number, listed above. At that time, the Bids received will be publicly opened and read. Attendees will be required to wear face masks, social distance, and follow any other safety measures currently recommended by the County Public Health Officer. Bids received after the date and time stated above will be rejected as nonresponsive.
2. Location of Project. The Project extents are Center Street between Union and Lincoln, and Cedar Street between Church and Lincoln.
3. Description of Work. The Project to be performed consists of furnishing all labor, materials, tools, equipment, and transportation required to complete the Project, with a scope of work to generally include, but is not limited to, the following: Removal and replacement of catch basins located at various intersections around Downtown Santa Cruz, replacement of non-Americans with Disability Act (ADA) compliant curb ramps with compliant curb ramps, replacement of damaged curb and gutter, and regrading and paving. Project also includes the following: installation of a trench drain, storm drain connection, and storm manhole at Fire Station 1; construction of two curb extensions and valley gutter at Center x Union intersection. For additional information, please contact the individual listed in Paragraph 17, below.
4. Time for Completion. The Project shall be completed in 100 working days. All time limits stated herein are of the essence.
5. Bidding Documents. The “Bidding Documents” shall include this Notice Inviting Bids, the Bid Form including all attachments included herein, General Requirements, Technical Specifications (including all plans, drawings, and reports), Addenda, draft Agreement, the City’s Standard Specifications (dated 2002), as amended¹, the State of California’s Department of Transportation Standard Specifications (dated 2022), as amended, and all other documents identified herein.
6. Obtaining the Bidding Documents. Bidding Documents may be downloaded, without charge, from the following designated website: City of Santa Cruz Procurement Portal (<https://procurement.opengov.com/portal/santacruzca>).

¹ The City’s Standard Specifications (dated 2002) are located via the City Website at: <https://santacruzca.prelive.opencities.com/files/assets/city/v/1/pw/documents/pw-standards-standard-specs.pdf>.

Prospective bidders are urged to register with the designated website as a Bidding Documents holder, even if Bidding Documents are obtained from a source other than the designated website or City in either electronic or paper format. The designated website will be updated periodically with Addenda, reports, and other information relevant to submitting a bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the designated website. Neither City nor any City official, employee, or agent will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website or the City.

7. Submitted Bid. Each sealed Bid shall comply with the Bidding Documents and be submitted on the Bid Form, including all attachments. Contractor must clearly and legibly set forth all information requested in the manner and form indicated.

By submitting a Bid, the Bidder represents that it has carefully examined and investigated the Project site and all Bidding Documents.

Each Bid shall include a bid security in the form of a certified check, cashier's check, or bidder's bond made payable to the order of the City of Santa Cruz, California, for an amount not less than (10) percent of the amount of the Proposal. The bid security shall be given as a guarantee that the successful bidder will enter into the contract, and will be declared forfeited if the successful bidder refuses or fails to enter into said contract.

All bidders shall submit with its Bid the included sworn statement of its financial responsibility, technical ability, and experience.

8. Addenda. All submitted Bids shall verify if the City has issued any addenda for this Project. It is the bidder's sole responsibility to ensure that all addenda requirements are included in the submitted Bid. All addenda shall be posted on the City's designated website.
9. Pre-Bid Conference. Section intentionally omitted.
10. Withdrawing Submitted Bid. A bidder may withdraw a submitted Bid at any time prior to the time of bid opening only by written request to the City. Unless otherwise required by law, no bidder may withdraw its Bid for a period of sixty (60) days after the bid opening.
11. Award of Contract. The City will award the Project to the lowest responsible and responsive bidder. The City reserves the right to reject any and all Bids, including but not limited to for any minor irregularities, or waive any informalities or minor defects in proposals received. The City may reject a Bid if it determines that any of the bid prices are materially unbalanced to the potential detriment of the City.

Within ten (10) calendar days after receiving written notice that the contract has been awarded, the successful bidder shall return to the City the signed agreement, together with the completed Labor and Material Bond and Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price (issued by a corporate surety company approved by the City Attorney), insurance certificates, and all other documents as required by the Bidding Documents.

12. Department of Industrial Relations Monitoring. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Prevailing wages as published by the DIR are required for all workers, including those employed by subcontractors, for all non-federally funded projects.

No contractor or subcontractor may be listed on a Bid or awarded the contract for the Project unless registered with the DIR pursuant to Labor Code section 1725.5 and 1771.1. Refer to the DIR website, <http://www.dir.ca.gov>, to register and to find the correct wage rates and answers to questions related to prevailing wage requirements.

13. Section intentionally omitted.

14. Licenses. Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the Work. The Contractor is required to ensure that all subcontractors listed in the Bid Form and working on this Project hold valid licenses and certifications suitable for their trade. Bidder is required to provide with its Bid satisfactory proof of licensure to the City.

Bidders bidding as the Prime Contractor shall possess a valid California Contractor's Class "A" License at the time of bid submittal, and all listed subcontractors shall hold valid licenses suitable for their trade at the time of bid submittal. Failure to possess required licenses at the time of bid submittal may render the bid non-responsive and shall act as a bar to award of the contract to the bidder and shall result in a forfeiture of the bid security.

Bidder and all subcontractors shall maintain the required licenses throughout the entire Project until the City issues a Notice of Completion.

15. Retention. Progress payments are subject to 5% retention withholding until thirty-five (35) calendar days after recording the notice of completion. Pursuant to California Public Contract Code Section 22300, for monies earned by the General Contractor and withheld by the City to ensure the performance of the Contract. The General Contractor, may, at its option, choose to substitute securities meeting the requirements of California Public Contract Code Section 22300, or have the retained, earned monies deposited in an escrow account at a federal or state-chartered bank.

16. Business License. All Contractors and subcontractors working in the City must have a valid City of Santa Cruz business license at the time the contract is awarded, pursuant to Santa Cruz Municipal Code (SCMC) Chapter 5.04.

17. Good Faith Local Hiring and Apprenticeships. Section intentionally omitted.

18. Questions for City. All questions relative to this Project prior to the opening of Bids shall be submitted to the following designated website: City of Santa Cruz Procurement Portal (<https://procurement.opengov.com/portal/santacruzca>). Questions shall be received a minimum of five (5) working days prior to the above-stated Bid opening date.

19. Pursuant to the provisions of California Labor Code Section 6707, each Bid submitted shall contain, as a separate bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb in trenches and open excavation, exceeding five feet, which shall conform to applicable safety orders. Neither this requirement, nor any payment by City for this separate bid item, shall be construed to impose tort liability on City, or its employees or agents, for any injury or damage caused by failure of any excavation or protective equipment or methods.

This Advertisement is issued by the City of Santa Cruz, California.

Dated: February 26, 2026

Kevin Crossley
City Engineer/Assistant Public Works
Director
Public Works Department
809 Center Street, Rm. 201
Santa Cruz, CA 95060

BID FORM
For
“DOWNTOWN CATCH BASIN REHABILITATION 2026”

TO: The Council of the City of Santa Cruz

PROPOSAL OF: _____
Business Address: _____
Business Telephone: _____

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement, in the form specified in the Contract Documents, with the City of Santa Cruz (“City”) to perform all work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the Bidding Documents.

The undersigned Bidder understands that any or all quantities of work shown herein are approximate only and are subject to increase or decrease, and offers to do the work whether the quantities are increased or decreased at the unit prices as stated in the following tabulation. The undersigned Bidder agrees to take in full payment for the work, including all applicable state and local taxes, the amount shown on the bid sheet.

Please note closing time to receive bids will be verified according to local telephone company time.

IT IS UNDERSTOOD THAT THIS BID IS BASED UPON COMPLETION OF THE WORK AS SPECIFIED IN THE SPECIAL PROVISIONS WITHIN 100 WORKING DAYS WORKING DAYS, AND THE PRICES INCLUDE ALL STATE, FEDERAL, AND OTHER TAXES APPLICABLE TO THE PROJECT.

The undersigned Bidder agrees to do any extra work, not covered by the above schedule of price, which may be ordered by the City, and to accept as full compensation therefore, such prices as may be agreed upon in writing by the City and the Contractor in accordance with the “Measurement and Payment” Section of the Standard Specifications.

If awarded the contract, the undersigned Bidder hereby agrees to submit the following documents to the City within ten (10) business days of the Notice of Award: a signed Agreement, executed bonds (including Faithful Performance Bond and Payment Bond), proper evidence of insurance, and any other forms or documents identified in the Bidding Documents and Notice of Award. The undersigned Bidder further agrees to begin work within ten (10) days after receiving the Notice to Proceed.

The undersigned Bidder has carefully examined the form of the Agreement, the Standard Specifications, the Plans and Special Provisions for the project hereinbefore described and referred to in the “Invitation to Bidders” inviting proposals for **DOWNTOWN CATCH BASIN REHABILITATION 2026** and also the site of the work and will provide all necessary machinery,

tools apparatus and other means of construction, and do all the work and furnish all materials required by said Specifications and Plans and Special Provisions in the manner described therein.

No bid will be considered for less than all items of this schedule and one contract will be awarded for the entire Project.

The undersigned has carefully checked the bid prices, and all computations involved in the preparation of this bid, and understands that the City of Santa Cruz will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

This Bid is made with a full knowledge of the kind, quantities, and quality of the work and of materials, equipment, and plans required. This proposal is also made after a complete, careful, and independent examination and investigation of the site of the work, local conditions affecting the same, and materials to be encountered.

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

The Bidder furthermore agrees that in case of its default in executing said Agreement with necessary bonds, the check or bond accompanying this Bid and money payable will become and remain the property of the City of Santa Cruz.

Enclosed is Bidder's bond, certified check, or cashier's check no. _____ of the _____ Bank for \$ _____ which is not less than 10 percent of the Bid submitted by the undersigned, payable to the City of Santa Cruz, California, and which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

It is understood and agreed that the City may reject any or all proposals, or waive any informalities or minor defects in proposals received.

It is agreed that this bid may not be withdrawn over a period of sixty (60) days from the opening thereof.

Bidder submits the following complete and executed documents herewith to form a complete Bid:

1. Bid Form
2. Basis of Bid
3. Bid Bond (if used as security)
4. List of Subcontractors Form
5. DIR Compliance Affidavit
6. Contractor Reference Information
7. Non-Collusion Declaration
8. Bidder's Financial Qualification Form

Note: Bidders should not add any conditions or qualifying statement to this bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.

The undersigned declares under penalty of perjury that the information contained in this Bid and all accompanying documents are true and correct. **A notary acknowledgment is required.**

Dated: _____ Firm Name: _____

Official Address: _____ Phone: _____

Email Address: _____

By: _____ Title: _____

State Contractor's License No.: _____

DIR Registration No.: _____

Signature of Bidder: _____

Basis of Bid

Name of Bidder: _____

Project Name/Number: DOWNTOWN CATCH BASIN REHABILITATION 2026 (c402602)

Item No.	Item Description	Unit	Quantity	Unit Price (\$)	Item Total (\$)
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Trench Shoring	LS	1		
4	Over-Excavation (Revocable)	CY	24		
5	R&R (E) Catch Basin with (N) Type B Catch Basin	EA	20		
6	Remove (E) Catch Basin & Relocate (N) Type B Catch Basin, including Stub-Out Connections up to 5-ft	EA	3		
7	Install (N) Type B Catch Basin	EA	1		
8	R&R (E) Curb Ramp with (N) ADA-compliant Curb Ramp	SF	5000		
9	R&R PCC Sidewalk	SF	362		
10	R&R PCC Curb & Gutter & 24" AC Conform	LF	30		
11	Relocate Sign & Post	EA	10		
12	Tree Removal	EA	1		
13	Tree Box Removal	EA	1		
14	Tree (N) Installation	EA	1		
15	Tree Box (N) Installation	EA	1		
16	Tree Well Modification	EA	1		
17	Install (N) PCC Curb Extensions with ADA-compliant Curb Ramps	SF	1896		
18	Demolish (E) Pedestrian Islands & Relocate Sign & Post	LS	1		
19	Install (N) PCC Valley Gutter	LF	34		
20	Remove & Replace 10" PCC Driveway	SF	328		
21	Install (N) 12" Trench Drain	LF	42		
22	Install (N) 6" ADS Storm Drain Pipe	LF	10		
23	Install (N) 12" ADS Storm Drain Pipe	LF	25		
24	Install (N) Storm Manhole	EA	1		
25	Install 6" of Class II Aggregate Base	CY	17		
26	Union/Center: Install 6" of Reinforced Concrete over Class II Aggregate Base	SF	900		
27	Install Limit Line (12" White Line)	LF	79		
28	Install Crosswalk (24" White Line)	LF	1375		
29	"STOP" Marking	EA	4		
30	"KEEP" Marking	EA	1		
31	"CLEAR" Marking	EA	1		
32	Detail 22	LF	212		
33	Install Red Curb	LF	567		

34	Install Green Curb	LF	34		
35	Install White Curb	LF	20		
36	Relocate and/or Adjust (E) Utility Boxes	EA	5		
		SUBTOTAL			
		10% CONTINGENCY			
		TOTAL			

Total Basis of Bid Plus Contingency in Words: _____

Bid Bond
(If Bond Posted as Security)

KNOW ALL PERSONS BY THESE PRESENT:

THAT WE, _____, AS PRINCIPAL,
AND _____, AS SURETY, are held and firmly
bound unto the City of Santa Cruz in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT
OF THE BID of the Principal above named, submitted by said Principal to the City of Santa Cruz
for the work described below, for the payment of which sum in lawful money of the United States,
well and truly to be made to the City of Santa Cruz to which said bid was submitted, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents. In no case shall the liability of the surety hereunder exceed the sum of
\$ _____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has
submitted the above-mentioned bid to the City of Santa Cruz, aforesaid, for certain construction
specifically described as follows, for which bids are to be opened at:

2:00 p.m. / April 9, 2026
809 Center Street, Room 201, Santa Cruz, CA 95060

For: "DOWNTOWN CATCH BASIN REHABILITATION 2026 (c402602)"

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and
manner required under the specifications, after the prescribed forms are presented to him/her for
signature enters into a written contract, in the prescribed form, in accordance with the bid, and files
the certificate of insurance and two bonds with the City, one to guarantee faithful performance,
and the other to guarantee payment for labor and materials as required by law, then this obligation
shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day
of _____, 20 ____.

PRINCIPAL

SURETY

(Seal)

(Seal)

Signature

Signature

Title

Title

Address

Address

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary Acknowledgement.)

List of Subcontractors Form

Name of Bidder: _____

Project Name/Number: DOWNTOWN CATCH BASIN REHABILITATION 2026 (c402602)

Bidder will use Subcontractors for the Work: YES NO

For each subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent, Bidder shall indicate on this form each proposed subcontractor's legal/contracting entity name, business address and phone number, the Contractor's State Licensing Board license number, the public works contractor registration number issued pursuant to California Labor Code Section 1725.5, the dollar amount and proportion (in percent) of the Work of each Subcontractor (of any tier) to whom a portion of the Work will be awarded via one or more subcontracts, and the work to be performed by the subcontractor.

Subcontractor's Legal Name	Business Address and Phone Number	CSLB License Number	Public Works Contractor DIR Number	Subcontract Amount and Proportion of Total Bid Price	Work to Be Performed

(Attach additional sheets, if necessary)

DIR COMPLIANCE AFFIDAVIT

Name of Bidder: _____

Project Name/Number: DOWNTOWN CATCH BASIN REHABILITATION 2026 (c402602)

California Labor Code requires private contractors, and their subcontractors, to pay prevailing wages to their workers when working on a project funded by a public entity. Prevailing wages are due if the project costs more than \$1,000, and involves the following construction work: new construction, alteration, demolition, installation, repair and maintenance. Contractors must also make an attempt to hire apprentices when the total project costs exceed \$30,000.

Prior to commencement of the Contract, all Contractors and subcontractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to <https://www.dir.ca.gov/Public-Works/PublicWorks.html>.

- No contractor or subcontractor may be listed on a bid proposal for a public works project (effective March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (effective April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- DIR registration is required each fiscal year (July 1 – June 30).

I, the Bidder, certify that:

I acknowledge that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. I am aware of the provisions of Senate Bill SB 854 and Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, and 1815 which require Contractors to comply with all labor compliance requirements, including but not limited to, prevailing wage requirements, Public Works Contractor Registration Program, Electronic Certified Payroll Reporting, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract.

Signature

Date

Print Name

Title

Contractor Reference Information

Name of Bidder: _____
Project Name/Number: DOWNTOWN CATCH BASIN REHABILITATION 2026 (c402602)

Failure to provide this information may constitute grounds for rejection of the bid.

The Bidder has been engaged in the contracting business under State License No.(s) _____
for a period of years.

The following are five owners for whom the Bidder has constructed projects of similar scope to the Project. Such projects will have been completed within the past five years.

1. Name, Address, Phone No: _____

Project Description: _____

Date Completed: _____

2. Name, Address, Phone No: _____

Project Description: _____

Date Completed: _____

3. Name, Address, Phone No: _____

Project Description: _____

Date Completed: _____

4. Name, Address, Phone No: _____

Project Description: _____

Date Completed: _____

5. Name, Address, Phone No: _____

Project Description: _____

Date Completed: _____

Non-Collusion Declaration
(Pursuant to Section 7106 of the Public Contract Code)

Name of Bidder: _____
Project Name/Number: DOWNTOWN CATCH BASIN REHABILITATION 2026 (c402602)

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 _____, 20__, at _____[City], _____, [State].

(Signature)

Bidder's Financial Qualification

Name of Bidder: _____
Project Name/Number: DOWNTOWN CATCH BASIN REHABILITATION 2026 (c402602)

Reference is hereby made to the following bank or banks as to the financial responsibility of the Bidder:

Name of Bank	Address/Phone Number/Contact Name & Title

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the Bidder:

Company: _____

Address: _____

Company: _____

Address: _____

I certify that Bidder is financially and technically capable of performing and has the necessary experience to perform the work of the contract.

I declare under penalty of perjury that the foregoing is true and correct. This certificate is executed on _____ [date], at _____ [city], _____ [state].

BIDDER

Name: _____
Title: _____

Iran Contracting Act Certification
California Public Contract Code §§ 2202 – 2208
(If Bid For More than \$1,000,000)

Name of Bidder: _____

Project Name/Number: DOWNTOWN CATCH BASIN REHABILITATION 2026 (c402602)

Bidders are ineligible to bid on or submit a bid for any contract with a public entity for goods or services of one million dollars (\$1,000,000) or more if the Bidder engages in investment activities in Iran (Public Contract Code § 2204). For bids \$1,000,000 or more, Bidders must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California and shall complete the Iran Contracting Act Certification attached and submitted with their Bid. Failure to do so may deem the Bid nonresponsive. To submit a bid for this Project, please check one of the two options and complete the declaration, below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made, contract termination, and a three-year ineligibility to bid on contracts. (Public Contract Code § 2205).

Option 1: Certification

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the vendor listed below, and the vendor identified below is **not** on the current list of persons engaged in investment activities in Iran created by the Department of General Services (DGS) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor or person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Option 2: Exemption

Pursuant to PCC Sections 2203(c) and (d), a public entity may permit a vendor engaged in investment activities in Iran, on a case-by-case basis, to be eligible for or to bid on, submit a proposal for, or enter into or renew a contract for goods and services. Vendor has obtained an exemption from the certification requirement under the Iran Contracting Act and attaches documentation herein demonstrating the exemption approval.

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

BIDDER

Name: _____

Title: _____

CONTRACTOR QUALIFICATION QUESTIONNAIRE

The Bidder agrees to complete, sign, and return this Contractor Qualification Questionnaire, including all required supporting documentation, with the Bid. If Bidder fails or refuses to fully complete the Contractor Qualification Questionnaire, furnish all required attachments, sign the Contractor Qualification Questionnaire, and return it to the City with the Bid, the Bid will be considered incomplete and the City reserves the right to reject the Bid as nonresponsive. The Bid will not be considered for award of the contract.

Bidder shall fully and completely answer each question set forth below. If necessary, Bidder shall attach additional sheets. Please print or type each response. If your response to any question is “no” or “none,” you must state “no” or “none.” “Not applicable” or other similar responses will not be accepted.

1. State the full legal name of the Bidder.
2. State the nature of the Bidder’s business entity (i.e. sole proprietorship, joint venture, partnership, corporation, or other [describe]).
3. State the name and address of each person or other legal entity which has a legal or equitable ownership interest of ten percent (10%) or more of the Bidder. For each such person or legal entity, state that person or entity’s ownership interest, title, and responsibilities, if any.
4. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the Bidder ever been accused of a civil violation of California Government Code Section 12650 et seq. (False Claims Act)? If so, describe in detail all facts, circumstances, and the outcome.
5. Has any person or legal entity holding a legal or equitable ownership of ten percent (10%) or more of the Bidder ever been determined by a public agency to not be a responsible bidder? If so, state the name, address, and telephone number of the public agency, including the name of the agency’s contact person.
6. State the Bidder’s contractor’s license number(s).
7. State the date Bidder first began business.
8. State any other names that Bidder has used or done business under in the past five (5) years.
9. Describe, in general, Bidder’s construction experience.
10. Has Bidder ever failed to complete a construction project? If so, describe in detail all facts, circumstances, and the outcome.

11. Has Bidder's control over a work of improvement ever been terminated? If so, describe in detail all facts, circumstances, and the outcome.
12. For every lawsuit or arbitration between Bidder and the owner of any work of improvement initiated within the past five (5) years, state the name and address of the tribunal, the matter number, the parties, a general description of the nature of the dispute, and the outcome, if any.
13. Has Bidder ever been charged with a felony? If so, describe all facts, circumstances, and the outcome, furnishing the name and address of the court in which the charge(s) were filed, including the matter name and case number.
14. Has Bidder ever been accused of a civil violation of California Government Code Section 12650 et seq. (False Claims Act)? If so, describe in detail all facts, circumstances, and the outcome.
15. Has Bidder ever been accused of presenting false claims to a public agency or public owner, as such claims are defined in California Government Code Section 12650 et seq., or 31 United States Code Section 3729 et seq.? If so, describe in detail all facts, circumstances, and the outcome.
16. Has any public agency ever determined or ruled that Bidder is not a responsible bidder? If so, state the name, address, and telephone number of the public agency, including the name of the agency's contact person.
17. Within the past five (5) years, has Bidder ever failed to complete a public works construction project, within the time allowed by the contract, plus any written agreed upon contract time extensions? If so, state the name, address, and telephone number of the owner of such public works construction project including the name of the agencies' contact person, and further, describe in detail the nature of the work of improvement.
18. Has any surety of Bidder ever paid or satisfied any claim on behalf of Bidder? If so, state all facts and circumstances, including the name, address, and telephone number of surety and all claimants.
19. Has any surety of Bidder ever been called upon to complete a project of Bidder? If so, state all facts and circumstances, including the name, address, and telephone number of surety and all claimants.
20. Have Bidder's accounts receivable or rights to payment been assigned to a third party? If so, state the name of the third party and whether the third party has a secured or unsecured interest. Attach a copy of the assignment agreement to this Questionnaire.

The following certification must be signed by an owner, general partner, or officer of Bidder.

I declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached contractor qualification

questionnaire and attachments, if any, and know its contents, and said contractor qualification questionnaire and attachments, if any, are truthful, complete and accurate; and that city of Santa Cruz may reasonably rely upon the contents as being complete and accurate; and further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12650 et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, and/or other severe legal consequences.

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

BIDDER: _____

Name: _____

Title: _____

Date: _____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ (“Effective Date”), by and between the CITY OF SANTA CRUZ, a municipal corporation, hereinafter called “City,” and _____, hereinafter called “Contractor;”

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for and in consideration of the covenants and agreements herein contained and the payments at the prices stated in the bid proposal attached hereto, and by this reference made a part hereof, the Contractor hereby covenants and agrees to furnish any and all required supervision, labor, equipment, material, services, and transportation, as set forth in the Contract Documents as hereinafter defined, and will bear any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, construct, reconstruct, pave or repave and complete improvements for:

“DOWNTOWN CATCH BASIN REHABILITATION 2026 (c402602)”

(the “Project”) in strict conformity and compliance with the Contract Documents, and to do everything required by this Agreement, and by said Contract Documents as hereinafter defined (the “Work”).

ARTICLE II

It is expressly agreed and understood by each and every party to this Agreement that the following documents are hereby incorporated and made a part of this Agreement (hereinafter the “Contract Documents”):

1. All applicable Laws and Regulations
2. Duly issued Agreement modifications, and allowance authorization(s) signed by the City, in chronological order by effective date of each.
3. This Agreement, including:
 - a. Exhibit A – Contractor’s Bid Proposal, including all attachments
4. Labor and Material Bond (Payment Bond)
5. Performance Bond
6. Insurance Certificates, including Contractor’s Certificate Relating to Worker’s Compensation
7. Invitation For Bids for “DOWNTOWN CATCH BASIN REHABILITATION 2026 (c402602)”, including the Project Specifications, drawings, and plans, all Exhibits, and all Addenda in the reverse order of date of issuance
8. General Conditions
9. Standard Specifications, including the City Specifications and all applicable State Specifications and/or Drawings

The parties to this Agreement do hereby expressly acknowledge that they have read, understand, and promise to comply with each and every provision of Contract Documents. There are no Contract Documents other than those indicated above. In the event inconsistencies, conflicts, or ambiguities between and among the Contract Documents are discovered, the parties shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed above. Inclusion of an order of precedence herein does not in any way negate or reduce Contractor's obligation to report conflicts, discrepancies, apparent omissions, and similar matters to the City.

ARTICLE III

It is expressly agreed and understood by the Contractor that the "Standard Specifications" consists of the documents on file at the Public Works Department of the City of Santa Cruz, entitled:

1. City of Santa Cruz Department of Public Works, Department of Parks and Recreation, and Water Department 2002 Standard Specifications ("City Specifications");
2. Standard Specifications of the State of California, Department of Transportation, dated 2025 ("State Specifications"); and
3. State of California /Caltrans: California Manual on Uniform Traffic Control Devices (CA MUTCD) (2014 Revision 9).

Where conflicts arise between the City's Standard Specifications and the State Specifications, the City's Standard Specifications shall control and apply.

ARTICLE IV

Contractor shall conform to all laws and regulations of the United States and the State of California, as well as laws of Santa Cruz, as may be applicable to the Project. In addition, the City Council of the City of Santa Cruz endorses the MacBride Principles and the Peace Charter and encourages all companies doing business in Northern Ireland to abide by the MacBride Principles.

ARTICLE V

The City hereby contracts to pay said Contractor the prices provided for in the Bid Proposal in the manner, to the extent, and at the times set forth in the Contract Documents.

ARTICLE VI

It is agreed by the parties hereto that the acceptance of the Contractor's performance will be made only by an affirmative action of the City of Santa Cruz City Council in session, evidenced by resolution, and upon the filing by the Contractor of a Release of all Claims of every nature on account of work done under this Agreement, together with an affidavit that all claims have been fully paid. The acceptance by the Contractor of said final payment shall constitute a waiver of all claims against the City arising out of or in connection with this Agreement.

ARTICLE VII

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and its respective officials, officers, directors, partners, employees, and authorized agents (“Indemnitees”) from and against any and all claims, suits, actions, judgments, demands, liabilities, losses, damages, expenses, including attorneys’ fees and costs of litigation (collectively, “Losses”), arising from personal or bodily injuries, death, property damage, or otherwise in any way related to, connected with, or resulting from the obligations or performance of the Work under this Agreement by Contractor, subcontractors, and their respective officers, directors, employees, agents, or other third parties directly or indirectly employed by or under the authority or control of Contractor or subcontractors. This provision shall not be deemed to require the Contractor to indemnify or hold harmless an Indemnitee for any Loss proximately caused by the sole or active negligence or willful misconduct of the Indemnitee, as determined by a court or other adjudicatory body of competent jurisdiction.

Contractor acknowledges and agrees that Contractor’s obligation to defend the City and the other Indemnitees arises at the time such Losses is tendered to Contractor by the Indemnitees and continues at all times until finally resolved, and/or decided by an adjudicatory body or a court of competent jurisdiction. This provision shall survive the termination of the Agreement or the completion of the Work.

This indemnification clause supersedes any other indemnification clauses contained in any other Contract Documents.

ARTICLE VIII

Contractor shall be responsible for complying with the provisions of California Public Contract Code Section 7104 regarding trenching and excavations that extend deeper than four (4) feet below the surface. No change order issued pursuant to California Public Contract Code Section 7104 shall provide for any increase in compensation that would exceed the recovery allowed pursuant to the “Claims” section of the General Requirements.

ARTICLE IX General Terms

1. Complete Agreement. This Agreement, along with the terms and conditions in the Contract Documents and any attachments, is the full and complete integration of the Parties’ agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
2. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
3. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
4. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.

5. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
6. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
7. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

Signature Page to Follow

LABOR AND MATERIAL BOND

WHEREAS, as the City Council of the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California (the "City"), has awarded to _____ hereinafter designated as the "Principal", a contract for constructing the work or improvement described in the contract documents entitled:

"DOWNTOWN CATCH BASIN REHABILITATION 2026"

adopted by the City Council of the City _____, 20__ and

WHEREAS, said Principal is required under the terms of said contract to furnish a Labor and Material Bond, the surety of this bond will pay the same to the extent hereinafter set forth; and

WHEREAS, the said Principal is about to enter into the annexed contract with the City to complete the work or improvement referred to above for the City, all as more particularly and in detail shown upon the Contract Documents filed in the Office of the City Clerk of the City:

NOW, THEREFORE, we, the Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ as "Surety", are held and firmly bound unto the City of Santa Cruz in the sum of _____ dollars (\$ _____), such sum being not less than one hundred percent (100%) of the estimated contract cost of the work, lawful money of the United States of America, to be paid to the City of Santa Cruz, for payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assign jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or its heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, vendor supplies, or equipment as provided in the contract documents, upon, for, or about the performance of the work contracted to be done, or for any work or waiver thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or fails to pay any of the persons authorized under Civil Code Section 9100 to assert a claim against a payment bond, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal or his/her subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the principal and all subcontractors with respect to such work and labor that the surety or sureties will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, will pay, in addition to the face amount hereof, a reasonable attorney's fee, to be fixed by the Court.

The condition of this obligation is such that its terms inure to the benefit of any of the persons and entities authorized in Civil Code Section 9100 to assert a claim against a payment bond so as to give a right of action to such persons or entities or their assigns in any suit brought upon or action to enforce liability on the bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder shall in any manner affect its obligation upon this bond, and it does hereby explicitly waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, and further explicitly hereby waives its rights under Civil Code Section 2819.

IN WITNESS WHEREOF, the above parties have executed this instrument under their seals this _____ day of _____, 20____, and duly signed by its undersigned representative, pursuant to the authority of its governing body.

PRINCIPAL:

Firm name: _____

Printed name: _____

Signature: _____ Date: _____

Title: _____

SURETY:

Firm name: _____

Printed name: _____

Signature: _____ Date: _____

Title: _____

I hereby approve the form of the within bond.

City Attorney

Date

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary Acknowledgement.)

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California (the "City"), and _____ hereinafter designated as "Principal" have entered into an agreement whereby Principal agrees to install and complete the work or improvement described in the contract documents entitled:

"DOWNTOWN CATCH BASIN REHABILITATION 2026"

adopted by the City Council of the City on _____, 20__; and

WHEREAS, said Principal is about to enter into the annexed agreement with the City as is required to furnish security for the faithful performance of said Agreement.

NOW, THEREFORE, we, the Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, as "Surety", are held and firmly bound unto the City, in the sum of _____ (\$_____), such sum being not less than one hundred percent (100%) of the estimated contract cost of the work, lawful money of the United States of America, to be paid to the City, for payment of which sum, well and truly to be paid, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, by these presents;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, its heirs, executors, administrators, successors, or assigns will in all things abide by and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to the true intent and meaning, and will indemnify and save harmless the City, its officers and agents, and employees, as therein stipulated, then this obligation will become null and void, otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there will be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City.

As a condition precedent to the satisfactory completion of the said contract, an obligation in the amount of _____ (\$_____), being not less than ten percent (10%) of the estimated contract cost, will remain in force for a period of one (1) year after the official acceptance of said work, during which time if the Principal, its heirs, executors, administrators, successors or assigns will fail to make full, complete and satisfactory repairs and replacements or totally protect the City of Santa Cruz from loss or damage made evident during said period of one (1) year from the date of official acceptance of said work and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the sum of (\$ _____), will remain in full force and effect, otherwise the obligation will be discharged.

However, notwithstanding any other provisions of this paragraph, the obligation for the surety hereunder will continue so long as any obligation of the Principal remains.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications will in any manner affect this obligation upon this bond, and it does hereby explicitly waive notice of any such changes, extensions of time, alterations, or additions to the terms of the contract or to the work to be performed thereunder, or to the specifications, and it further explicitly hereby waives its rights under California Civil Code § 2819.

IN WITNESS WHEREOF, the parties have executed this instrument under their seals this _____ day of _____, 20____, and duly signed by its undersigned representative, pursuant to the authority of its governing body.

PRINCIPAL:

Firm name: _____

Printed name: _____

Signature: _____ Date: _____

Title: _____

SURETY:

Firm name: _____

Printed name: _____

Signature: _____ Date: _____

Title: _____

I hereby approve the form of the within bond.

City Attorney

Date

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary Acknowledgement.)

Contractor's Certificate Relating to Worker's Compensation

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work under contract with the City of Santa Cruz (check one of the following) for **“DOWNTOWN CATCH BASIN REHABILITATION 2026”**

- I have and will maintain in full force and effect Workers' Compensation Insurance, as required by Section 3700 of the Labor Code, for the performance of the Work. My Workers' Compensation insurance carrier and policy number are:

Insurance Carrier: _____

Policy Number: _____

- I have and will maintain in full force and effect and have attached hereto a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations, as provided for by Section 3700 of the Labor Code, for the performance of the Work.

I declare under penalty of perjury that the foregoing is true and correct and executed on _____, 20__ at _____, California.

CONTRACTOR

Name: _____
Title: _____

GENERAL CONDITIONS

1. Failure to Execute Contract

Failure of the lowest responsible and responsive bidder to execute the Contract and provide all acceptable bonds and documents as required by the Contract Documents as provided herein within ten (10) calendar days after such bidder has received the Contract for execution shall be just cause for the annulment of the award and the forfeiture of the bid security. This period of time shall be subject to extension for such further period as may be agreed upon in writing between the City and Bidder concerned.

2. Contractor's Insurance

Contractor will procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its/his agents, representatives, employees or subcontractors.

A. CERTIFICATE REQUIREMENTS

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 1200 Pacific Avenue, Suite 290, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement, if required below, will be provided to show the City and the State of California, its officers, officials, employees, and volunteers as additional insureds, and
- Coverages must be maintained during the term of the Agreement with the City, unless a longer duration is required.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE

Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. If Contractor maintains broader insurance coverage and/or higher limits than the minimums shown below, the City of Santa Cruz requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

Coverage will be at least as broad as:

- COMMERCIAL GENERAL LIABILITY (CGL): \$2,000,000 PER OCCURRENCE; \$5,000,000 AGGREGATE
Proof of coverage for \$2 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general

aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be at least twice the required occurrence limit.

- **AUTOMOBILE LIABILITY:**
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE:** \$1,000,000 per accident for bodily injury or disease.
The Worker's Compensation policy must be **endorsed** with a waiver of subrogation in favor of the City for all work performed by the Contractor and its employees.
(Not required if Contractor provides written verification it has no employees) - If Contractor has no employees, Contractor shall complete and sign a [Workers' Compensation Exemption Declaration and Release of Liability](#).
- **CONTRACTORS' POLLUTION LIABILITY and/or ASBESTOS POLLUTION LIABILITY (CPL)** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
 1. If the services involve lead-based paint or asbestos identification / remediation, the Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.
 2. The Automobile Liability policy shall be **endorsed** to include **Transportation Pollution Liability** insurance, covering hazardous materials to be transported by Contractor pursuant to the Agreement. This coverage may also be provided on the Contractors Pollution Liability policy.
- **BUILDER'S RISK:** (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
- **SURETY BONDS** as described below.

C. OTHER INSURANCE PROVISIONS

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**
The City and the State of California, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL, CPL, and automobile insurance (if transporting hazardous materials) policies with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an **endorsement** to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10 CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 (if a later edition is used).

- PRIMARY COVERAGE

For any claims related to this Agreement, Contractor's insurance coverage will be **primary** insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Contractor's insurance and will not contribute with it.

- NOTICE OF CANCELLATION

Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.

- WAIVER OF SUBROGATION

Contractor hereby grants to the City a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES

The excess/liability policies will provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must **follow form** the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

The policy regarding Limits of Insurance regarding Aggregates must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

- SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

- ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

- BUILDER'S RISK (COURSE OF CONSTRUCTION) INSURANCE

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater

shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

- **CLAIMS MADE POLICIES**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

- **VERIFICATION OF COVERAGE**

Contractor will furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL, CPL, and Automobile Policies listing all policy endorsements to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

D. SUBCONTRACTORS

The Contractor shall include all Subcontractors as additional insured under the policies or shall furnish separate certificates and endorsements for each Subcontractor. Contractor shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from Subcontractors.

E. SURETY BONDS

Contractor shall provide the following Surety Bonds:

1. Bid Bond
2. Performance Bond
3. Payment Bond

The Payment Bond and the Performance Bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the contract is for longer than one year a

Maintenance Bond equal to 10% of the contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

F. SPECIAL RISKS/CIRCUMSTANCES

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and provide notice to Contractor.

3. Claims

A. Definition of “Claim”.

All provisions of California Public Contract Code Section 9204 are incorporated into and form an integral part of the Contract Documents for this Project. The City and Contractor shall comply with California Public Contract Code Section 9204 when applicable.

As used herein, the term “Claim” means a separate written demand or assertion by Contractor sent by registered mail or certified mail, with return receipt requested, for one or more of the following arising out of or related to the Contract Documents or the performance of the Work: (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, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; (C) payment of an amount that is disputed by the City, as defined in Public Contract Code Section 9204(c).

A Claim does not include, and the procedures for processing of Contractor Claims do not apply to the following:

- (i) Claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine (other than penalties for delay assessed by the City under the Contract).
- (ii) Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
- (iii) False claims liability under California Government Code Section 12650, et seq.
- (iv) Defects in the Work first discovered by City after final payment by City to Contractor.
- (v) Claims respecting stop notices.
- (vi) The right of City to specific performance or injunctive relief to compel performance of any provision of the Contract Documents or for other City claims against the Contractor.

B. Time Period for Submission of Claim.

If a Claim involves an adjustment to the Contract Sum or to the Contract Time due to Extra Work, then the Claim arises upon issuance of a decision denying, in whole or in part, Contractor’s Change Order Request. All other Claims arise when Contractor discovers, or should have discovered, the circumstances giving rise to the Claim (even if Contractor has not yet been damaged or delayed).

A Claim that does not involve an adjustment to the Contract Sum or Contract Time for Extra Work may be asserted if, and only if, Contractor gives written notice of intent to file the Claim to the City within five (5) calendar days of the date the Claim arises. A written notice of intent to file a Claim shall be valid if, and only if, it identifies the event or condition giving rise to the Claim, states its probable effect, if any, with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time, and complies with the requirements of Section 3(C), below.

All Claims and supporting documentation and certifications must be filed as soon as possible, but no later than thirty (30) calendar days after the Claim arises. No Claims shall be filed after the final payment has been issued unless otherwise permitted by law.

C. Reasonable Documentation.

The Claim must include the following:

- (i) A statement that it is a Claim and a request for a decision on the Claim;
- (ii) A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of Work effected and reasonable documentation to support the Claim;
- (iii) A certification, executed by each Subcontractor claiming not less than 5% of the total monetary amount sought by the Claim, that the Subcontractor's portion of the Claim is filed in good faith.
- (iv) If the Claim involves an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a Change Order Request was submitted in a timely manner as required by the Contract Documents. If the Claim does not involve an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a notice of intent to file the Claim was submitted in a timely manner as required by the Contract Documents.
- (v) A detailed justification for any remedy or relief sought by the Claim, including, without limitation:
 - a. A detailed cost breakdown in the form required for submittal of Change Order Requests, including an estimate of the costs incurred or to be incurred. To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including, without limitation, payroll records, material and rental invoices, and the like) demonstrating that costs claimed have actually been incurred. To the extent costs have not yet been incurred at the time of Claim submittal, actual cost records must be submitted on a current basis not less than once a month during any periods costs are incurred.
 - b. Copies of actual job cost records demonstrating that the costs have been incurred.
 - c. If the Claim is based on an error, omission, conflict, or ambiguity in the Contract Documents: (1) a sworn statement by Contractor and any Subcontractors or Sub-subcontractors involved in the Claim, to the effect that the error, omission, conflict, or ambiguity was not discovered prior to submission of the Bid, or (2) if not discovered, a statement demonstrating that the error, omission, conflict, or ambiguity could not have been discovered by Contractor, its Subcontractors or Sub-

subcontractors in exercise of the degree of care required of them under the Contract Documents for review of the Bid Documents prior to submission of the Bid.

- (vi) If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents pertaining to proving the right to an extension of time and demonstrating that Contractor is entitled to an extension of time under the Contract Documents.
- (vii) A written certification signed by a responsible managing officer of Contractor's organization, who has the authority to sign subcontracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

"I hereby certify under penalty of perjury under the laws of the State of California that I am a managing officer of (Contractor's name) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor's/Sub-subcontractor's name(s)) and that the following statements are true and correct.

- a. The facts alleged in or that form the basis for the Claim are true and accurate.
- b. The Claim is submitted in good faith.
- c. The Change Order Request was timely submitted, as required by the Contract Documents.
- d. Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading.
- e. Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the Losses or damages suffered by Contractor and/or such Subcontractor or Sub-subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim.
- f. Contractor has, with respect to any request for extension of time or claim of Delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and /or such Subcontractor or Sub-subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and.
- g. Contractor has not received payment from City for, nor has Contractor previously released City from, any portion of the Claim.

Signature: _____
Name: _____
Title: _____
Company: _____

Date: _____

D. Assertion of Claims.

- (i) Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow, or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue to make payments as required by the Contract Documents.
- (ii) All Claims and supporting documentation must be sent to the City by registered mail or certified mail with return receipt requested.
- (iii) Strict compliance with these requirements is conditions precedent to Contractor's right to an informal conference to meet and confer to resolve a Claim, mediate a Claim, or arbitrate or litigate a Claim. The failure of Contractor to strictly comply with the requirements of this Section constitutes a failure by Contractor to exhaust its administrative remedies with the City, thereby denying any court or arbitration panel of jurisdiction to adjudicate the Claim.
- (iv) There shall be no waiver of any of the rights set forth in California Public Contract Code Section 9204; provided, however, that (i) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (ii) the City may prescribe reasonable Change Order, Claim, and Dispute Resolution Procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise the timeframes and procedures set forth in Public Contract Code Section 9204.
- (v) The City's right to commence the Contract dispute resolution process shall arise at any time following the City's actual discovery of the circumstances giving rise to the dispute. Nothing herein shall preclude the City from asserting disputes in response to a Claim asserted by Contractor.

E. Decision of City on Claims.

- (i) Pursuant to Public Contracting Code section 9204(d), upon receipt of a Claim, the City shall conduct a reasonable review of the claim and, within 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of the Claim, the Owner's Representative, City, and Contractor may, by mutual agreement, extend the time period provided in this Section. If City determines that additional supporting data are necessary to fully evaluate a Claim, City will request such additional supporting data in writing. Such data shall be furnished by Contractor to City no later than 10 days after the date of such request. Any payment due to Contractor by City on an undisputed portion of the Claim shall be processed and made within 60 days after the written statement is issued.

- (ii) If the City needs approval from its governing body to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the forty-five (45) day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- (iii) Failure by the City to respond to a Claim from Contractor within the time periods described in this Section 3 and California Public Contract Code Section 9204 or to otherwise meet the time requirements shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the City's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Article 4.2 and California Public Contract Code Section 9204, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
- (iv) 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.
- (v) Amounts not paid in a timely manner as required by this Section shall bear interest at 7 percent per annum, pursuant to Public Contracting Code section 9204(d)(4).
- (vi) If a subcontractor or a lower tier subcontractor lacks standing to assert a Claim against the City because privity of contract does not exist, the Contractor may present to the City a Claim on behalf of a subcontractor or a lower tier subcontractor. A subcontractor may request in writing, either on its own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which has been performed by the subcontractor or lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting the Claim be presented to the City shall furnish reasonable documentation supporting the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the City and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

F. Meet and Confer Conference.

If the Contractor disputes the City's written response, or if the City fails to respond to a Claim issued pursuant to Section 3(E) within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issue in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

G. Mediation.

- (i) Within ten (10) business days following the conclusion of the meet and confer conference, specified in Section 3(F), 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 sixty (60) days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (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. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

- (ii) For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation, or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (iii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

H. Arbitration and Litigation.

- (i) In the event mediation does not resolve the parties' dispute, the parties shall comply with the Arbitration provisions set forth in Public Contract Code Sections 10240 – 1024.13.
- (ii) Unless the City and Contractor otherwise agree in writing, the arbitration decision shall be binding upon the parties, made under and in accordance with the laws of the State of California, supported by substantial evidence, and in writing. If the total of all Claims or cross Claims submitted to arbitration is in excess of \$50,000, the award shall contain the basis for the decision, findings of fact, and conclusions of law. Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296. The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.
- (iii) The City may, but is not required, to assert as a counterclaim any matter arising out of the claims asserted by Contractor in the arbitration. City's failure to assert any such counterclaim in an arbitration shall be without prejudice to the City's right to assert the counterclaim in litigation or other proceeding.
- (iv) Any litigation shall be filed in the Superior Court of the State of California for the County of Santa Cruz.

I. Waiver.

A waiver of or failure by the City to enforce any requirement in this Section 3 in connection with any Claim shall not constitute a waiver of and shall not preclude the City from enforcing such requirements in connection with any other Claims.

The Contractor agrees and understands that no oral approval, either express or implied, of any Claim shall be binding upon the City unless and until such approval is ratified by execution of a written Change Order.

4. Time of Completion

Attention is directed to the provisions in Section 8 (Commencement of Work, Time of Completion and Liquidated Damages) of the Standard Specifications and these General Conditions.

The Contractor shall promptly start the work and diligently prosecute the work to completion before the expiration of 100 **working days** after the date of the Notice to Proceed.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5. Failure to Complete the Work on Time (Liquidated Damages)

All time limits stated in the Contract Documents are of the essence. If the work is not completed by Contractor in the time specified in the Contract Documents, or within any period of extension authorized in writing by the City, it is understood that City will suffer damage; and it being impracticable and infeasible to determine the amount of actual damage, it is agreed that Contractor will pay the City, as fixed and liquidated damages, and not as a penalty, the sum of (\$3,600) dollars for each calendar day of delay until the work is completed and accepted, and Contractor and his/her surety will be liable for the amount thereof; provided, however, that Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor.

Contractor shall, within ten (10) days from the beginning of any such delay, notify City in writing of the cause of the delay; whereupon City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension. City's finding of fact thereon shall be final and conclusive on the parties hereto.

6. Existing Facilities

Prospective bidders shall visit the work site and determine for themselves the existing conditions at the Project site, including location of utilities. The Contractor shall take precaution so as to avoid damaging existing public facilities and private improvements.

In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities

located on the Project site if such utilities are not identified in the plans and specifications made a part of the invitation for bids. The City will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunk line utility facilities located at the Project site and not identified with reasonable accuracy in plans and specifications made a part of the invitation for bids. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the City's or utility owner's failure to provide for removal or relocation of such main or trunk line utility facilities.

Nothing in this provision or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter, and junction boxes, on or adjacent to the Project site; provided, however, that nothing in this provision or the Contract Documents shall relieve the City from identifying main or trunk lines in the plans and specifications made a part of the invitation for bids.

Nothing in this provision or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

If the Contractor while performing the Work discovers utility facilities not identified by the City in the plans and specifications made a part of the invitation for bids, the Contractor must immediately notify the City and utility in writing.

Either the City or the utility, whichever owns existing main or trunk line utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price

The Contractor will be required to work around public utility facilities that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and (s)he will be held liable to the owners of such facilities for any damage or interference with service resulting from his/her operations.

The exact locations of underground facilities and improvements within the construction area shall be ascertained by the Contractor before using equipment that may damage or interfere with service resulting from his/her operations. It shall be the Contractor's responsibility to notify public utilities that (s)he is working in the vicinity of their facilities.

Other forces may be engaged in moving or reconstructing utility facilities or maintaining service of utility facilities, and the Contractor shall cooperate with such forces and conduct his/her

operation in such a manner as to avoid unnecessary delay or hindrance to the work being performed by such other forces.

The City owns, operates, and maintains its own water distribution and sewer collection systems and will cooperate with the Contractor insofar as it is reasonable and practicable. Water, as required for City projects, may be obtained at City-owned fire hydrants provided that application is made to the Water Department and permission obtained with provision for payment.

Full compensation for conforming to the requirements of this article, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

All underground utilities including but not limited to water service, sewer laterals, electrical service, and gas service broken or disturbed by the Contractor's crew will be replaced or repaired by the Contractor or Utility Company at the Contractor's expense.

The Contractor shall consult with utilities and notify them of any relocation or protection in sufficient time to allow the utilities to perform the work in a complete and orderly manner.

7. Water Pollution Control Program (WPCP) and/or Storm Water Pollution Prevention Program (SWPPP)

Water pollution control work and storm water pollution prevention work shall conform to Chapter 4 of the Best Management Practices Manual for the City's Storm Water Management Program available on the City of Santa Cruz website at:

https://www.santacruzca.gov/files/assets/city/v/1/pw/documents/storm-water/construction-work-rev2014-june-24-2014_final.pdf

The Contractor shall take all necessary precautions to prevent any leakage or sewage spills of any kind onto adjacent property, public or private roadway, drainage systems, and waterways. The Contractor shall be liable for any and all clean-up costs or any fines that may be levied including those by the Regional Water Quality Control Board (RWCQB) against the City, in the event that such leakage or spill occurs. The Contractor shall also be responsible for reporting any and all spill to the appropriate regulatory agencies, including the RWCQB and the Santa Cruz-County Health Department.

Full compensation for conforming to the requirements of **“WATER POLLUTION CONTROL”** including furnishing all labor, materials, equipment, tools, and incidentals shall be included in the various bid item prices and no additional compensation will be allowed.

8. Maintenance and Clean-Up

Throughout the construction period, the Contractor shall keep the Project site in a neat and clean condition, shall dispose of any surplus materials in an approved manner off the site, and maintain proper housekeeping practices to the satisfaction of the Engineer.

When any material is to be disposed of outside of the easement or street or highway right-of-way, the Contractor shall first obtain written permission from the owner on whose property the disposal is to be made. Disposal must conform to grading ordinance of the jurisdiction in which the Work is performed. Location of disposal sites shall be submitted to the Engineer for review and subject to his/her approval.

Upon completion of the Work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the Work of all rubbish, excess materials, falsework, temporary structures, and equipment, and all portions of the Work shall be left in a neat and orderly condition. The final inspection, acceptance, and final payment will not be made until this has been accomplished.

9. State of California Department of Transportation Standard Specifications

All Work under the Contract shall conform to the applicable requirements of the most recent published State of California Department of Transportation Standard Specifications. Said State Specifications are to be considered an integral part of the specifications for all purposes related to this Contract.

Definitions of terms not defined in City Standard Specifications shall be as defined in the 2025 State Standard Specifications, available at:

https://dot.ca.gov/-/media/dot-media/programs/design/documents/2025_stdspecs.pdf

10. Notification of Project Commencement

The Contractor shall notify the City Engineer at least five (5) business days prior to mobilizing to the Project site.

11. Progress Schedule

Progress schedules will be required for this project. The Contractor shall prepare a project schedule and submit it to the Engineer for his/her review and approval within five (5) working days of the beginning of Work or at the preconstruction meeting (whichever comes first). Contractor will not be allowed to begin work until the progress schedule has been approved by the Engineer. Work performed without and approved schedule will be considered to be unauthorized work as specified in Section 5-1.30, "Noncompliant and Unauthorized Work," of the State Standard Specifications. Work shall be conducted between the hours of **8 AM and 5 PM**, Monday to Friday, except with the permission of the Director, except in case of any emergency.

The Contractor shall provide monthly "look ahead" schedules during the course of the project which detail the following month's construction activities.

12. Progress and Final Payment

Progress and final payments will be made in accordance with Section 9 of the Standard Specifications, except as herein modified.

Payments are made every two weeks by the City Finance Department. The Contractor may receive partial payments only once for any month. A listing of payment cut-off dates is available upon request.

13. Extra Work

Extra work shall conform to the provisions in Section 9 of the California Standard Specifications and to these General Provisions.

Any alleged extra work or delays shall be given in writing within 24 hours of any occurrence to the Project Engineer or Inspector. The Contractor shall submit to the Project Engineer or Inspector an extra work report for each day the extra work is performed. The report shall be submitted prior to the start of work the following day. The report shall include: (1) a description of the extra work; (2) the quantity, classification, and working hours of the extra work labor force; (3) the type of equipment, code number, and hours of operation of the equipment towards extra work; and (4) the quantity and type of materials used for extra work.

14. Local Hiring Compliance Forms

Section intentionally omitted.

15. Apprentice Hiring Records and Compliance Forms

City apprentice requirements do not apply to projects less than one hundred thousand dollars (\$100,000) in value.

The Contractor, and all subcontractors, must comply with the apprentice hiring provisions of Chapter 3.10 of the Municipal Code of the City of Santa Cruz, which is incorporated into these Contract Documents by reference. Chapter 3.10 specifically requires each City Contractor or subcontractor to make a good faith effort to hire an apprentice on the Project who is enrolled in a viable apprentice program. Viable apprenticeship programs are listed on the Division of Apprenticeship Standards (DAS) web site (select Santa Cruz County): <http://www.dir.ca.gov/databases/das/pwaddrstart.asp>. The apprenticeship requirement will apply for each apprenticeable craft in which the Contractor employs workers in performing any of the work under the Contract. Attention is also directed to State Labor Code Sections 1777.5 and 1777.6 and California Apprenticeship Council regulations concerning the employment of apprentices by the Contractor or subcontractor.

Chapter 3.10 further requires the maintenance of documents demonstrating that the Contractor has requested an apprentice from a minimum of two viable apprenticeship programs after the Contractor is awarded the Contract and prior to commencing work. Failure to comply with any of the provisions of Chapter 3.10, including the maintenance of the records, will be deemed a breach of the Contract or subcontract and may result in the Contractor or subcontractor being declared “non-responsible” by the City and ineligible for the award of future City contracts. In addition, State Labor Code 1777.5 provides for penalties of up to one hundred dollars (\$100) a day for non-compliance.

If the Contractor is exempted from the apprentice requirement according to the exemptions described in State Labor Code 1777.5, the Contractor must notify the City in writing of their exemption prior to commencing work and explain the exemption in detail.

Unless exempted, the Contractor will, prior to commencing Work, submit to the City and the appropriate apprenticeship program, a DAS Form 140. The Contractor will submit a copy of the Request for Dispatch of Apprentice Form to the City as evidence that an apprentice was requested. A Request for Dispatch of Apprentice Form is provided in Section 4 of these Special Provisions. The request for an apprentice will be made at least two (2) working days before the date on which one or more apprentices are required. These forms are available from the DAS web site (<http://www.dir.ca.gov/das/PublicWorksForms.htm>).

16. Trenching Requirements

Pursuant to Labor Code Section 6705 and these General Conditions, before the excavation of any trench or trenches five (5) feet or more in depth, where the estimated contract expenditure is twenty-five thousand dollars (\$25,000) or more, the Contractor shall submit 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, the plan shall be prepared by a registered civil or structural engineer. No excavation shall be started until said plan has been approved by the City Engineer. When the estimated contract expenditure is less than twenty-five thousand dollars (\$25,000) the above-mentioned shoring plan may be required at the discretion of the City Engineer prior to or during the course of construction.

Pursuant to Public Contract Code Section 7104, for any project which involves digging trenches or other excavations that extend deeper than four (4) feet:

1. The Contractor shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:
 - a. Material that the Contractor believes may be hazardous waste material, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - b. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
2. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in

the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

3. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

17. Third Party Claims

Both parties shall timely notify the other of the receipt of any third-party claim relating to the Contract or Project. The City shall be entitled to recover its reasonable costs incurred in providing such notice.

18. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Contract.

19. Contractor Not an Agent

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

20. Conflicts of Interest

Contractor owes City a duty of undivided loyalty in performing the Work and services under this Contract. Contractor covenants (on behalf of Contractor and its employees, agents, representatives, and subcontractors) that there is no direct or indirect interest, financial or otherwise, which would conflict in any manner or degree with the performance of services required under this Contract. Contractor acknowledges and agrees to comply with applicable provisions of conflict of interest law and regulations, including the Political Reform Act, Section 1090 of the Government Code, and the City's conflict of interest code. Contractor will immediately advise City if Contractor learns of a conflicting financial interest of Contractor during the term of this Contract.

21. City Property

Unless otherwise provided herein, Contractor agrees that all copyrights which arise from creation of Project-related documents and materials pursuant to this Agreement shall be vested in the City and Contractor waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. Any work product related to this Contract shall be confidential, not to be used by the Contractor on other projects or disclosed to any third party, except by agreement in writing by the City, or except as otherwise provided herein.

22. Equal Employment Opportunity/Non-Discrimination Policies

City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or veteran status, or any other consideration made unlawful by local, State or Federal law. Contractor must comply with all applicable Federal and State and local equal employment opportunity laws and regulations, and Contractor is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Contractor's business organization. The City's current Equal Employment Opportunity and Non-Discrimination policies to which this Section applies may be viewed at <http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html> and <https://www.santacruzca.gov/Government/City-Departments/Human-Resources/Equal-Employment-Opportunity-EEO>.

23. Termination

A. City May Terminate for Cause

The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

- Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
- Failure of Contractor to perform or otherwise comply with a term of the Contract Documents;
- Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or Contractor's repeated disregard of the authority of City or Engineer.

If one or more of the events identified above occurs, then after giving Contractor (and any surety) at least fourteen (14) calendar days' written notice of City's intent to terminate the Contract, City may proceed to:

- declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

- enforce the rights available to City under any applicable performance bond.

Subject to the terms and operation of any applicable performance bond, if City has terminated the Contract for cause, City may exclude Contractor from the Site, take possession of the Work and all materials and equipment stored at the Site for which City has paid Contractor, including materials and equipment stored elsewhere, and complete the Work as City may deem expedient.

City may proceed with termination of the Contract under this Section, unless Contractor within seven (7) days of the date of the notice of intent to terminate begins to correct Contractor's failure to perform and proceeds diligently to cure such failure.

If the contract is terminated as provided herein, Contractor shall not be entitled to receive any further payment. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by City, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to City within thirty (30) calendar days of City's invoice to Contractor. Such claims, costs, losses, and damages incurred by City will be reviewed as to reasonableness. When exercising any rights or remedies under this paragraph, City shall not be required to obtain the lowest price for the Work performed.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue, or any rights or remedies of City against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by City will not release Contractor from liability.

B. City May Terminate for Convenience

Upon fourteen (14) calendar days' written notice to Contractor, the City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract. In such case, Contractor shall submit a claim for payment including required certifications as required in the Contract Documents within six (6) months of the effective date of termination. Subject to verification to City's satisfaction, Contractor will be eligible to be paid for (without duplication of any items):

- completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
- expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and
- other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

City shall not be liable for costs incurred by Contractor, or any Subcontractor or supplier, after receipt of a notice of termination.

City shall deduct from Contractor any advance payments made to Contractor related to the terminated portion of the Contract Documents, any claim which City may have against Contractor in connection with the Contract Documents, and any other applicable costs.

C. Contractor May Stop Work or Terminate

If, through no act or fault of Contractor, or Subcontractor, or any employee or agent of Contractor or any Subcontractor, (1) the Work is suspended for more than 180 consecutive days by City or under an order of court or other public authority, or (2) the City fails to act on an application for payment within 30 days after it is submitted by Contractor, or (3) City fails for sixty (60) calendar days to pay Contractor any undisputed sum finally determined to be due, then Contractor may, upon thirty (30) days' written notice to City, and provided City does not remedy such suspension or failure to cure within fourteen (14) days of the default, terminate the contract and recover payment for Work actually performed.

In lieu of terminating the Contract and without prejudice to any other right or remedy, if City has failed to act on an application for payment by Contractor within thirty (30) days after it is submitted, or City has failed for sixty (60) days to pay Contractor any undisputed sum finally determined to be due, Contractor may, fourteen (14) days after written notice to City, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

[End of Section]

TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

The work to be done consists, in general, of:

- Removal of existing Type A Catch Basins and replacing with Type B Catch Basins; replacement of damaged sidewalk, curb, and gutter; replacement of non-ADA compliant curb ramps with compliant curb ramps at multiple intersections.
- Improvements to the Center x Union intersection including installation of a valley gutter, installation of curb extensions, and regrading and paving of a portion of the intersection.
- Improvements to Fire Station 1 including installation of a trench drain pipe, catch basin, storm drain tie-in, and storm manhole.

The Contractor shall submit a construction schedule for the work. The City shall have review authority over said schedule.

The contractor shall provide all labor, materials, tools, equipment, and services required for the complete and proper execution of all the work as shown on the drawings and/or outlined in these specifications. Work shall include items not specifically mentioned herein or noted on plans but necessary to make a complete working installation of all systems shown or described herein.

2. NOTIFICATION OF CONSTRUCTION AND COORDINATION

The Contractor shall notify the engineer at least five (5) days prior to commencing work. The Contractor shall provide the Engineer with a schedule for each of the locations listed on the Project Plans. The Engineer will provide the Contractor with a contact list for residential and business addresses within 150 ft of each work area. The Contractor shall notify residents and businesses at both two (2) weeks notice and forty-eight (48) hours notice ahead of individual intersection start dates. Notification letters shall include a description of work, date and time of work, expected disturbances (noise, dust, etc), contact information for Contractor and City Engineer, and include a map of alternative parking locations.

Advance notice signs for the proposed work shall be furnished and installed on barricades by the Contractor at least five (5) calendar days prior to any construction activity, advising residents and businesses of the scheduled dates for the proposed work.

No Parking Signs mounted on barricades must also be placed along each roadway at least 72 hours in advance in order for parking restrictions to be enforced by the Police Department. No Parking Signs may be purchased from the City, or the Contractor may elect to provide their own No Parking Signs. If the Contractor provides their own signs, the intended sign must be approved by the Engineer prior to its use.

Businesses/residents should be advised as soon as possible of any changes in proposed work schedules to minimize any unnecessary inconvenience and/or moving of parked cars.

The Contractor shall notify all emergency, public transportation, post office, garbage/recycle collection, and school bus services by fax of the pending work, at least five (5) working days prior to the day the Contractor's forces move on the project site, unless otherwise approved in writing by the Engineer. In addition the Contractor shall notify all emergency, public transportation, post office, garbage/recycle collection, and school bus services by fax of all work requiring road closures a minimum of two (2) working days in advance of the work occurring. In the event the work is rescheduled the Contractor shall re-notify aforementioned agencies a minimum of forty-eight (48) hours in advance of the work occurring.

Contractor shall provide the Engineer with written confirmation of notices being sent prior to commencing the work covered by the notice.

- Santa Cruz Police Department
- City of Santa Cruz Fire Department
- Santa Cruz Resource Recovery Services
- United States Post Office
- Santa Cruz County Department of Public Works

3. WATER POLLUTION CONTROL

Water pollution control work shall conform to Chapter 4 of the Best Management Practices Manual for the City's Storm Water Management Program available on the City of Santa Cruz website at:

<http://www.cityofsantacruz.com/government/city-departments/public-works/stormwater/best-management-practices>

Payment for Water Pollution Control and all costs therefore shall be included in the various contract unit prices and no additional allowance will be made therefore.

4. MOBILIZATION AND DEMOBILIZATION

This section governs the mobilization and demobilization of personnel, equipment, and materials at the work site for contract items that will be performed by the Contractor. Mobilization and demobilization shall include but not be limited to the movement and staging of equipment, personnel, materials, supplies, etc. to and from the work site.

It is the Contractor's responsibility to secure a staging area for contract work, and any associated costs are included in the various contract prices paid, with no additional compensation allowed therefor. Contractor is required to obtain and show proof of all permits required by the State and/or local agencies for use of the staging area. City property shall not be used as a staging area.

The Contractor's proposed staging site(s) shall be approved by the Engineer. The staging area(s) shall be maintained throughout the duration of the project such that it is not construed as visual blight in the opinion of the Engineer. All adjoining streets, sidewalks and gutters shall be swept free of construction materials tracked onto them at the end of each day. Failure to do so will

result in City forces cleaning the area at the Contractor's expense. The City of Santa Cruz labor rate to be used shall be \$150 per hour per person.

Payment for Mobilization and all costs therefore shall be included in the contract unit price paid per **LUMP SUM** for "Mobilization".

5. DUST AND SOUND CONTROLS

Dust Control:

The Contractor's attention is directed to Section 14-9, "Air Quality," and Section 14-11.04 "Dust Control," of the Caltrans Standard Specifications. The Contractor shall be responsible for dust control within the project limits. The Contractor shall diligently control dust resulting from his/her operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 18, "Dust Palliative," of the Caltrans Standard Specifications.

The Contractor shall use equipment that will generate the least amount of dust.

The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays as ordered by the Engineer. Whenever the Contractor, in the opinion of the Engineer, shall appear negligent in controlling dust, the Engineer may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard. The Contractor shall be responsible for any damage caused by dust generated as a result of his/her operations.

Full compensation for complying with the above provisions shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefore.

Sound Control:

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control", of the Caltrans Specifications and these Contract Specifications. No construction is permitted outside the hours stated in Section 23-1.08 of these Contract Specifications, or on any observed City holiday. Exception to this provision shall be "Emergency construction and repair that is necessary for protection of life and property" and "Operation to construct and maintain facilities within the public right-of-way as deemed necessary by the Engineer".

No engines of construction equipment shall be started prior to 8:00 A.M. unless specifically permitted by the Engineer in writing. All equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor shall be properly maintained. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws or regulations for the protection of personnel. The Director of Public Works may determine that the project has the potential to disrupt traffic and that this disruption could be alleviated by authorizing construction work to

commence at 7:00 a.m. or that due to time constraints on project completion it is necessary to allow the contractor to begin work at 7:00 a.m.

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

6. TRAFFIC CONTROL

The Contractor’s work on curb ramps shall be limited to one corner of each intersection at a time, thereby minimally disturbing pedestrian access through the work area. The affected curb ramp must be completed and re-opened for pedestrian use before the contractor can begin work on another curb ramp in the intersection. The Contractor’s work on catch basins shall follow the same guidelines in the event that pedestrian access is similarly impacted. Following start of construction activity at an intersection, all construction activities shall be finished within 15 working days.

Contractor shall work with Engineer to coordinate construction work around permitted events in the downtown area during the course of construction activities, and shall assure no materials, equipment, tools, or other obstructions are left in place that would conflict with permitted events. Temporary/portable curb ramps and barricades may be left in place in the event demolition / curing is in progress, but must conform to PROWAG and ADA standards, comply with MUTCD, and be kept clear of any hazards. Contractor shall confirm with Engineer regarding upcoming permitted events and shall update all “look ahead” schedules to account for confirmed permitted events. See table below for the work sites which will be affected by permitted events.

Event	Site	Dates
Farmer’s Market	C3, C4, C7	Wednesdays (for duration of project)
Greek Festival	C3, C4	9/9/26 - 9/14/26

During demolition and construction of curb ramps, the contractor shall provide adequate temporary/portable curb ramps and ADA channelizing walls/k-rails for pedestrian access that conform to “Chapter 3: Technical Requirements” of the Public Right-of-Way Accessibility Guidelines (PROWAG) standards. Alternate routes shall be kept clear of any hazards, comply with MUTCD standards, and detour pedestrians no more than 300 feet in excess of existing pedestrian right-of-way access.

The Contractor’s attention is directed to Article 7.16 of the City of Santa Cruz Department of Public Works Standard Specifications. The Contractor shall not begin work prior to 8:00 AM unless written approval is received by the City Engineer. The Contractor shall provide for the safe movement of traffic with as little inconvenience to the public as possible. The Contractor shall have streets and sidewalks completely open to two-way traffic by 5:00 PM daily. The streets shall remain open for two-way traffic unless temporary closing and detouring is specifically authorized in writing by the engineer.

The Contractor shall clean the street and keep all lanes, except parking lanes, open for traffic for weekends and evenings throughout the construction period. The Contractor shall furnish and place temporary construction area signs required for the direction of public traffic through or around the work during construction.

Separate traffic control plans shall be submitted for each intersection and for each work phase (each individual corner worked on) within a given intersection.

Prior to beginning work, the Contractor shall submit a detailed traffic control plan for review and approval by the engineer. The traffic control plan shall be stamped and signed by a professional engineer registered with the state of California.

The following requirements shall be included in the traffic control plan:

1. The traffic control plan shall be consistent with and in accordance with the State of California Department of Transportation "Manual of Traffic Controls," with any modifications requiring approval of the City Traffic Engineer.
2. The Contractor shall place portable delineators between the work area and the traveled way. Flashing barricades shall be placed at excavations, trenches and shall be carefully maintained by the Contractor at all times.
3. When it is necessary to close the sidewalk, the Contractor shall install signs informing pedestrians that the sidewalk is closed. The Contractor shall assist in directing pedestrians to a safe alternate pedestrian route around the work area and shall provide temporary access ramps and channelizing walls/k-rails conforming with PROWAG and MUTCD standards.

During construction operations, the Contractor shall meet the following conditions:

1. Personal vehicles of the Contractor's employees shall not be parked within the right-of-way at any time, including any section closed to public traffic.
2. Access for emergency vehicles to adjoining properties shall be maintained at all times during construction.
3. Vehicular and pedestrian access to businesses and homes shall be maintained.

At locations where parking will be prohibited, the Contractor shall place "No Parking" signs on Type II barricades at least 72 hours prior to parking restrictions and shall be setup as approved by the Engineer. A minimum of one barricade shall be placed between driveways and the spacing of barricades shall not exceed 50 feet. The "No Parking" signs shall clearly show the dates and times of proposed parking restrictions.

Contractor shall notify, in writing, businesses, residents, and the engineer, 24 hours in advance, whenever s/he must obstruct access to businesses or homes, and s/he shall, through thoughtful planning, restore that access as soon as possible. Contractor shall consult with the inspector on the project and with affected business operators in advance of his/her obstructing of vehicular or

foot traffic to the properties to be affected, so that the best time for this obstruction can be determined by all concerned.

Payment for Traffic Control and all costs therefore shall be included in the contract unit price paid per **LUMP SUM** for “Traffic Control.”

7. EXISTING STREET FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions of Section 5.67 “Coordination with Utilities,” Section 5.27 “Laws to be Observed,” and Section 5.40 “Preservation of Property” of the General Conditions; and Section 17-2 “Clearing and Grubbing,” Section 15 “Existing Facilities,” of the Caltrans Standard Specifications, these Contract Specifications, and as directed by the Engineer.

The Contractor shall fully document pre-construction conditions at all points around the work area. This documentation shall consist of notes, still photographs, and video, a digital copy of such data shall be submitted to the Engineer. Special effort shall be made to document the existing conditions at all buildings and private improvements not to be disturbed.

The Contractor shall reference, preserve and protect all manholes, valve covers, survey monuments and recorded survey points including but not limited to curb drains and metal pins prior to construction. Upon completion of the work, all manholes, survey monuments and water valve covers shall be thoroughly cleaned of any construction debris resulting from the Contractor’s operations.

At the end of every work day, construction debris of any kind shall be swept from all surfaces within the areas affected by the Contractor’s operations.

Utility companies reserve the right to perform the work using their own forces after the contract is awarded. The Contractor shall notify the utility agencies prior to start of construction for any coordination effort, including but not limited to relocation of utility box covers and structures, and to determine if the utility owners will perform the work using their own forces.

The Contractor shall cooperate with and allow representatives and/or contractors of the various agencies and companies that are involved with the work or impacted by the work, to have access to their facilities. This may include access to allow for maintenance and relocation of services and facilities within the project site. Specifically, the Contractor shall be responsible for coordinating all utility relocation work for the project, including but not limited to, the adjust of utility covers. Any delays caused by these relocations and/or adjustments shall not count towards the Contractors’ “working days”, unless a written Change Order has been approved by the Engineer.

The Contractor shall be responsible for the preservation of existing survey monuments, benchmarks, reference points, and stakes. The Contractor shall adjust City Monuments and reference marks removed during the performance of the work. Whenever a City Monument is disturbed or removed during the performance of the work, the Contractor shall replace the monument in accordance with the Plans, as applicable.

Utility Box Relocation

Utility box relocation shall follow language contained in these project specifications. Distance of relocation shall be decided by utility company in ownership of utility box.

Utility box sizes range within the following approximate dimensions:

- 2 feet by 1.5 feet (3 total)
- 5 feet by 3.5 feet
- 4 feet by 3 feet

Full compensation for preservation of property and Existing Street Facilities and as specified in this Section, shall be considered as included in the prices paid per **EACH** for “Relocate and/or Adjust (E) Utility Boxes” and for the various contract items of work, for the various schedules of work, complete and in place, and no additional compensation will be allowed therefore.

8. TREE PROTECTION/REMOVAL

This project includes work on streets with mature trees adjacent to the work area. In some locations, the tree canopy may extend over the roadway or work area. It is the responsibility of the Contractor to conduct his/her operations around said tree canopy such that the work is accomplished without damage to trees. The Contractor shall inspect and determine required clearance for all equipment and vehicles and perform pruning as necessary with the approval of the Engineer prior to the start of work. The Contractor may, with the Engineer’s approval, trim trees in order to better facilitate his/her construction operations. No trimming of trees is allowed without specific written permission from the Engineer AND/OR THE City’s Urban Forester. Any trimming that may be required must be approved at least two (2) working days in advance.

Upon careful demolition, all roots measuring one inch or larger encountered by the contractor shall be cut cleanly and covered and draped with moist burlap until backfilled. If tree roots greater than 2 inches in diameter that interfere with construction are encountered, the City’s Urban Forester shall be called 24 hours in advance (avoiding Fridays) and the city engineer for further inspection and direction.

Only those trees that are specifically designated by the Engineer for removal shall be removed. All other remaining trees shall be protected against injury from construction activities. The Contractor shall take whatever measures are necessary, such as trimming, erecting barricades and performing work by hand, to protect those trees not designated to be removed. Construction activities such as stockpiling materials or scarifying the ground surface shall not be allowed within the base and drip line of a protected tree. If required by the Contract Documents, work within the base and drip line of a protected tree shall only be performed by use of hand labor or using "air spade excavation" in the presence of the City’s Urban Forester or as directed by the Engineer.

Contractor shall make all personnel on site aware of the tree protection requirements. Failure of any worker to observe these requirements or to operate equipment with sufficient care to avoid damaging trees is grounds for removal of said worker from the project by the Engineer. Trimming of any root greater than or equal to 1” diameter must be approved by the City’s Urban

Forester. All trimmed roots must be clean cut unless otherwise decided by the City's Urban Forester.

The Contractor shall use extreme care when excavation operations occur in the proximity of trees. At no time shall the Contractor strike trees with excavation equipment. Trees less than six (6) inches in diameter that are damaged by the Contractor shall be mitigated by the replacement of said tree in kind with regards to size and species. Trees greater than six (6) inches in diameter shall be examined by a Certified Arborist and a report provided to the Engineer indicating measures that can be taken to mitigate the damage to the tree at the Contractor's expense. In the event the tree must be removed the Contractor shall replace the tree at a three (3) to one (1) ratio. Any new tree boxes and tree plantings shall be in accordance with City Standard Details (G-8, G-9) unless otherwise indicated on the plans. The trees shall be planted in locations determined by the Engineer. All associated reports, removals and mitigation work shall be performed at no cost to the City.

Union St Tree Well Modification:

Where indicated on plans, tree well modification shall consist of expansion of existing well by 10 inches on all sides through careful demolition of surrounding concrete to not impact tree roots growing below existing sidewalk grade. Well material shall be backfilled to grade with gold path fines or decomposed granite and lightly packed and tamped.

Contractor shall coordinate with Santa Cruz Water Department regarding relocation of Fire Hydrant #282 located near Union St Tree Well. A minimum notice of 72 hours shall be given to SCWD prior to start of curb extension work.

Payment for Tree Protection/Removal and all costs therefore shall be included in the contract unit price paid per **EACH** for "Tree Removal", "Tree Box Removal", "Tree (N) Installation", "Tree Box (N) Installation", and "Tree Well Modification".

9. TRENCH SHORING

The contractor's attention is directed to Section 7-1.02K(6)(b) "Excavation Safety" of the Caltrans Standard Specification. A fully engineered shoring plan shall be submitted in accordance with the aforementioned Caltrans Standard Specification and Caltrans Trenching and Shoring Manual and shall be signed and stamped by a California licensed engineer.

Payment for Trench Shoring and all costs therefore shall be included in the contract unit price paid per **LUMP SUM** for "Trench Shoring".

10. EXCAVATION AND BACKFILL

This item shall govern: (1) the excavation and proper utilization or otherwise satisfactory disposal of all excavated material, of whatever character, within the right-of-way or other limits of the work indicated and (2) the construction, compaction, shaping and finishing of all earthwork on the entire project in accordance with the specification requirements herein outlined,

in conformity with the required lines, grades and typical cross sections indicated on the Drawings or as directed by the Engineer or designated representative.

Prior to excavating for construction, access pits, and other subsurface work, pavements shall be saw cut along the limit of excavation to form a clean, neat edge on the pavement to remain. Water used during saw cutting will be collected and properly disposed of. Such water shall not be allowed into gutters or drains. All concrete laitance shall be swept up and disposed of on a daily basis.

Excavate as necessary to remove existing catch basins and dispose of construction debris. Trench excavation shall be performed in accordance with Section 19-3 "Structure Excavation and Backfill" of the Caltrans Standard Specifications. Excavation shall be performed to create a firm, graded, bearing surface to receive pipe bedding material. Hand-tools shall be required for excavation within 24 inches on either side of a utility line crossing.

Where ground water is encountered, the contractor shall install a dewatering system to control and remove water to create a firm bearing plane at the bottom of the trench to receive pipe bedding material. Ground water generated from water control work shall be disposed of into the sanitary sewer. Contractor shall be prepared to encounter and remove groundwater.

Trench spoil, demolished pavement/concrete, and other debris shall be hauled off at the end of each working day and disposed of at a legal disposal site, meeting the approval of the engineer. All stockpiled material shall be removed from the right of way at the end of each week.

The details shown on the plans shall be used for all excavation and backfill must be replaced in kind. Disturbed utility trenches shall be backfilled and compacted per respective utility purveyor standards.

The Contractor shall submit certificates of compliance for pipe bedding and engineered fill material subject to the review of the engineer. **If base rock is used as "Upper Trench Zone" backfill the contractor shall propose the name and provide the qualifications of an independent Geotechnical Engineering Firm who is routinely engaged and fully qualified to conduct the confirmation tests specified as specified below. The laboratory shall be approved in writing by the City Engineer prior to the start of any backfill operations. All costs of materials and confirmation testing shall be borne by the Contractor.**

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

11. OVER-EXCAVATION (Revocable Item)

If the Contractor is unable to achieve the specified compaction below pavement base repairs, pavement areas, or concrete construction areas, the material will be deemed as unsuitable material and the Contractor shall notify the Engineer. The Engineer will make a determination as to whether over-excavation is necessary.

When encountered during construction of pavement surface reconstruction, base repairs, or concrete construction, **unsuitable material shall be over-excavated to a depth of six (6) inches and replaced with Aggregate Base**. Prior to replacing the void with Aggregate Base, the Contractor shall moisture condition and compact the new sub-grade to 95% relative compaction (ASTM D1557) and subsequently install Filter Fabric. One (1) compaction curve of subgrade material shall be developed for each street section. The Aggregate Base shall then be moisture conditioned, placed in lifts not to exceed six (6) inches and compacted to 95% relative compaction.

Over-excavation of unsuitable material may consist of HMA, base material and native material. The material to be excavated may contain reinforcing fabric and/or other typical constituents of asphalt concrete by-products and/or any other naturally occurred deleterious substances encountered with roadway construction. The City makes no guarantee that the material excavated will be reusable, recyclable or disposable to any disposal site designated by the Contractor. No additional compensation shall be allowed to the Contractor if the over-excavated material is not reusable, recyclable, or is required to be disposed of at a Class II disposal facility. Any testing, if required by the disposal site, shall be arranged and paid for by the Contractor.

This work shall consist of furnishing and placing Class 2 Aggregate Base where required by the related work (e.g. curb and gutter, pavement reconstruction, pavement surface reconstruction) and specified in these Contract Specifications.

Aggregate Base shall be Class 2 Aggregate Base conforming to Section 23-1.25, "Aggregate Base", of these Contract Specifications.

"Over-excavation (Revocable Item)" will be measured by the **Cubic Yard** as determined in the field by the Engineer measuring the area and depth of over-excavation. Full compensation for all labor, materials, tools, and equipment required for fulfilling the requirements of this section shall be considered as included in the contract price paid per cubic yard for "Over-excavation (Revocable Item)" and no additional compensation shall be made therefor. This item shall include but not be limited to excavation and disposal of unsuitable material, furnishing, transportation and placement geogrid and Aggregate Base, moisture conditioning, and compaction testing to determine the relative compaction of the subgrade soil and Aggregate Base.

For estimating purposes the quantity for over-excavation listed in the bid schedule assumes that fifteen percent (15%) of the total full depth base repairs and pavement surface reconstruction areas will require over-excavation. The provisions of Section 9-1.06 of the Caltrans Standard Specifications shall not apply to this item of work. Rather, the unit price for "Over-Excavation (Revocable Item)" entered by the Contractor in the Bid Schedule shall govern regardless of the final quantity of over-excavation performed. Further, an increase or decrease of more than twenty-five percent (25%) of the estimated quantity of over-excavation shall not constitute a change in the character of the work.

12. COMPACTION CONTROL AND CONFIRMATION TESTING

Maximum density, as used in these specifications, shall be defined as the maximum density obtained in the laboratory with ASTM D1556, or by nuclear density test procedures in accordance with ASTM D2922 and ASTM 3017.

It shall be the contractor's responsibility to accomplish the specified compaction for backfill, fill, and other earthwork. It shall be the contractor's responsibility to control their operations by confirmation tests to verify and confirm that he has complied, and is complying at all times, with the requirements of these specifications concerning compaction, control, and testing.

The frequency of the Contractor's confirmation tests shall be not less than the following:

Trenches	2 every 100 linear feet and for every 2' of backfill*
Structure backfill	1 every 10 cu yd/minimum 1 per structure

*Each test location for trenches shall include tests for each layer, type, or class of backfill from bedding to finish grade.

The tested relative compaction shall not be less than the following:

Trench \leq 2' Depth	95%
Trench $>$ 2' Depth	90%
Structure base	95%
Structure subgrade	90%

Copies of the field test reports shall be submitted daily via fax or e-mail to the City Engineer.

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

13. CONSTRUCTION LAYOUT

The work in this section includes the furnishing of all labor, equipment, materials, tools, and incidentals, and performing all operations in connection with construction survey and layout, and all work necessary to provide for proper layout of the work, and detail necessary to define the construction layout and staking requirements of this project.

Basic dimensions are shown or described on the plans and/or specifications. The Contractor shall be responsible to set control points/lines at the work site, and provide and establish the construction staking for all improvement work shown on the Plans. It shall be the Contractor's responsibility to layout the work from the basic horizontal and vertical control points and dimensions shown on the plans. Existing flowlines are to be maintained.

Full compensation for conforming to these requirements shall be included in the various bid items and no additional compensation will be allowed therefor.

Contractor is responsible to work with the Engineer to establish the final design/layout of curb ramps, driveway, sidewalk, and curb extensions. Caltrans Details A88A and A88B are provided on the plans to relay minimum design requirements to the contractor. Payment for curb ramp, driveway, sidewalk, and curb extension layout shall be included in the unit price of each.

14. CONCRETE CONSTRUCTION

The provisions of Section 73, "Concrete Curbs and Sidewalks" and Section 90, "Concrete" of the Caltrans Standard Specifications shall apply in their entirety except as modified or supplemented herein.

Concrete curb and gutter, valley gutter, and sidewalk to be removed shall be sawcut at nearest weakened plane joints or removed to the nearest construction joints and as marked by the Engineer in the field. Concrete curb and gutter, valley gutter, and sidewalk, and curb ramps removal shall include removing enough existing native or base material to allow for placement of the specified thickness of new base material. Subgrade shall be compacted to 95% of maximum dry density as determined by ASTM D1557.

For the purpose of concrete forming and conform paving, the removal of a two-foot wide and six-inch minimum deep strip of asphalt concrete adjacent to concrete designated to be removed shall be included in the costs associated with the removal of the concrete.

Whenever existing concrete curb and gutter, valley gutter, and sidewalk are removed, the Contractor shall place Type II barricades with flashing lights at the location of the removed facility. Spacing for Type II barricades shall be no greater than ten (10) feet on center for curb and gutter. Caution tape shall be attached to barricades if needed to delineate the area.

All new concrete curb and gutter, sidewalk, and curb ramps shown on the Plans or described in these Contract Specifications shall conform to the City Standard Details unless otherwise shown or specified on the Plans and these Contract Specifications. This work shall include placing new or recycled Aggregate Base under new concrete improvements. The City specified Portland cement concrete (PCC) and Aggregate Base thickness requirements for driveways, valley gutters and curb and gutter are amended as follows:

All new concrete work to be placed on Aggregate Base shall be founded on a minimum six (6)-inch thick layer of virgin or recycled Class 2 Aggregate Base (3/4" Max.), per Section 26 "Aggregate Base" of the State Standard Specifications and compacted to 95% relative compaction.

Valve reference numbers located in sidewalk, curbs, or curb ramps that will be obliterated to construct the new improvements shall be replaced in kind and according to the specific requirements of the utility company owning the utility feature.

Concrete Requirements:

All concrete shall receive a light broom finish.

Concrete used for minor concrete shall be six sack, Class “A” plant mixed concrete.

Contractor is required to protect the new concrete construction from any markings and damages before the work is accepted by the City.

Minor Concrete:

The work herein shall consist of, but not be limited to, constructing new valley gutter, curb, gutter, driveway, and sidewalk improvements. The work shall include grading and preparations of the subgrade, doweling to existing improvements, and placement and compaction of Aggregate Base.

Concrete repair and construction locations are shown on the Plans.

Curb and gutter shall match the shape of the adjacent curb or curb and gutter.

Dowels, #4x18” long shall be installed at the junction between new and existing facilities. The dowels shall be in drilled holes, grouted and spaced in conformance with the details shown on City Standard Plan, “Curb, Gutter and Sidewalk”. All dowels shall have a minimum 1 ½” concrete cover. Full compensation for “Doweling” shall be considered as included in the various concrete items of work and no additional compensation will be allowed therefor.

For valley gutter replacement, Contractor is to replace in kind, per City Standard Plan, “Valley Gutter” as shown on the project plan sheet. Existing flow lines are to be maintained.

The Contractors attention is directed to the existence of private irrigation facilities located behind the existing curb and gutter. In some cases the irrigation systems may run directly behind the existing curb or curb and gutter and may become damaged during the removal and or installation of new concrete improvements. When irrigation systems are damaged the Contractor shall repair these systems the same day they are damaged. The Contractor shall test the system after the repair is completed to ensure the system is fully functional. This work shall be considered as included in the bid item price for the various concrete items and no additional compensation shall be allowed therefore.

The contract price paid per **SQUARE FOOT** for “R&R (E) Curb Ramp with (N) ADA-compliant Curb Ramp”, “R&R PCC Sidewalk”, “Remove & Replace 10” PCC Driveway”, “Install (N) PCC Valley Gutter”, “Install (N) PCC Curb Extensions with ADA-compliant Curb Ramps”, and “Union/Center: Install 6” of Reinforced Concrete over Class II Aggregate Base” and shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to complete the work including, but not limited to, sawcutting, removing existing improvements to be replaced, removing and disposing asphalt concrete, furnishing new concrete, **furnishing curb ramp truncated domes (size and quantity of tiles required per curb ramp will vary)**; excavation; loading, hauling; disposal; forming; backfill; reinforcement; doweling; **Aggregate Base**; compaction; placing select fill material behind new concrete improvements; relocation; adjusting and resetting of sign posts, valve reference numbering, utility boxes and the like, and all other work necessary to construct the various

improvements complete in place as specified in these Contract Specifications, as marked in the field, and as directed by the Engineer and no additional compensation shall be allowed therefore.

15. CURB, GUTTER & AC CONFORM

This work consists of demolishing and replacing existing PCC curb, gutter, and AC pavement as detailed on the plans, the City Standard Details, and these Special Provisions.

Concrete curbs, gutters, curb ramps, sidewalks, retaining curbs, roadway and other miscellaneous concrete items shall conform to the requirements in Section 73, "Concrete Curbs and Sidewalks," of the State Standard Specifications, the Standard Drawings of the City of Santa Cruz and State of California Department of Transportation, and these Special Provisions.

Payment for Curb, Gutter & AC Conform and all costs therefore shall be included in the contract unit price paid per **LINEAR FOOT** for "R&R PCC Curb & Gutter & 24" AC Conform".

16. CATCH BASINS

Excavate as necessary to remove existing Catch Basin Type A and dispose of construction debris. Install a new Catch Basin Type B per the details sheet of the plans. Catch basin shall be constructed with Class A, six sack $\frac{3}{4}$ " rock mix concrete. New catch basin shall be placed on 8" of $\frac{3}{4}$ " crushed angular rock. New catch basin shall be reconnected to existing storm drain pipe by casting in place new catch basin around existing storm drain. The new connection inside of structures shall be grouted for a smooth finish from new pipe to existing structure's walls and base. Water Stop by Press-Seal Gasket Corporation, or approved equal, shall be installed at connection of existing pipe to new catch basin. The connection shall be enclosed in six sack $\frac{3}{4}$ " rock mix concrete. Where indicated in the plans, a catch basin shall be relocated and the existing connection stubbed out and reconnected to the new structure.

For catch basins indicated for relocation, Contractor shall stub out existing connections towards newly installed catch basin and reconnect with length, pipe material and diameter indicated on the plans. Contractor shall prepare to have onsite a minimum of five (5) feet of applicable pipe material for each catch basin to be relocated.

Payment for Catch Basins and all costs therefore shall be included in the contract unit price paid per **EACH** for "R&R (E) Catch Basin with (N) Type B Catch Basin" & "Remove (E) Catch Basin & Relocate (N) Type B Catch Basin, including Stub-Out Connections up to 5-ft" & "Install (N) Type B Catch Basin".

17. FIRE STATION 1 STORM INFRASTRUCTURE

Trench Drain:

Furnish all labor, materials, tools, equipment, and services for installation of trench drain in driveway of Fire Station 1. Excavate as necessary and dispose of construction debris. Install a new 12" trench drain per the details sheet of the plans. Trench drain shall be supported with 10"

of Class A, eight sack ¾” rock mix concrete to match existing depth of driveway concrete. New trench drain shall be supported with 8” of 95% compacted Class 2 aggregate base. New trench drain shall tie into new storm drain pipe and fed into new catch basin adjacent to fire station driveway by casting in place new catch basin around new storm drain. The new connection inside of structures shall be grouted for a smooth finish from new pipe to new structure’s walls and base.

Trench drain grate shall be bolted to frame to minimize rocking. Trench drain & grate shall be 12” in width and AASHTO H-40 rated (minimum Class E) to sufficiently withstand loadings of:

- Pedestrian traffic 0-5 Kg/Scm (1-60 PSI)
- Medium duty pneumatic tire 5-12 Kg/Scm (61-175 PSI)
- Heavy duty, slow speed pneumatic 12-24 Kg/Scm (176-325 PSI)
- Heavy duty & hard tire 24-40 Kg/Scm (326-575 PSI)

Products

- Pre-sloped system with built-in minimum 1% slope with drainage accessories and gratings

Contractor Submittal

The Contractor shall provide submittals on trench drains and grates and shall furnish manufacturer certification that the materials are in compliance with the specifications, codes, and standards referenced herein.

Installation

All trench drains shall be installed per the pipe manufacturer’s recommendations unless in conflict with these plans and specifications.

Rejection

Damaged sections or sections that do not meet the requirements of these specifications as a result of the Contractor’s operations shall be completely removed and replaced at the Contractor’s expense.

Measurement and Payment

Pipelines shall be measured along the longitudinal axis, as shown on the plans, and shall include the length to centerline of structure.

Payment for Storm Drain Pipe and all costs therefore shall be included in the contract unit price paid per **LINEAR FOOT** for “Install (N) 12” Trench Drain”.

Fire Station 1 Access:

The Contractor shall coordinate with city staff stationed at Fire Station 1 throughout construction of this portion of the project in order to limit the timeframe that emergency vehicle access is impacted. Staff shall be informed of construction schedule involving all components of infrastructure installation (demolition, installation, and necessary concrete curing timelines).

Contractor shall work diligently alongside city staff in the event that employee vehicle access to bay doors is required.

18. STORM DRAIN PIPE

This work shall consist of installing a new **12-inch ADS N-12 WT** and **6-inch ADS N-12 WT** storm drain pipe and bend fittings as shown on the plans.

Products

- ADS pipe shall be **ADS N-12 WT** and shall meet AASHTO M294, Type S or ASTM F2306 standards.
- The pipe shall be legibly marked by the pipe manufacturer. The following shall be printed on the pipe:
 - Name and trademark of manufacturer.
 - Nominal pipe size.
 - Dimension Ratio.

Contractor Submittal

The Contractor shall provide submittals on all pipes and fittings and shall furnish manufacturer certification that the materials are in compliance with the specifications, codes, and standards referenced herein.

Installation

All pipes shall be installed per the pipe manufacturer's recommendations unless in conflict with these plans and specifications. New storm drain pipe shall be installed with at least 1 (one) foot vertical separation from sewer/water utility lines.

Rejection

Damaged sections or sections that do not meet the requirements of these specifications as a result of the Contractor's operations shall be completely removed and replaced at the Contractor's expense.

Measurement and Payment

Pipelines shall be measured along the longitudinal axis, as shown on the plans, and shall include the length to centerline of structure.

Payment for Storm Drain Pipe and all costs therefore shall be included in the contract unit price paid per **LINEAR FOOT** for "Install (N) 12" ADS Storm Drain Pipe" and "Install (N) 6" ADS Storm Drain Pipe".

19. STORM DRAIN MANHOLE

This work shall consist of constructing a new concrete manhole as shown on the plans and City standard details. New manhole frame and cover shall be provided by the City. Concrete collar for frame and cover shall be constructed per Manhole Frame & Cover Detail.

The storm manhole shall maintain pipe slope through manhole structure. Flow shall be maintained from upstream pipe to downstream pipe. The existing storm main shall be rejoined to the new storm manhole with

Payment for Catch Basins and all costs therefore shall be included in the contract unit price paid per **EACH** for “Install (N) Storm Manhole”.

20. EXCAVATION PAVING

Backfilled trenches shall be paved to match existing grade. All asphalt paving shall be Hot Mix Asphalt Type A and shall match the existing depth or as specified in plans. New paving shall be constructed against straight and true saw cut edges. The Contractor shall construct new pavement, at the Contractors expense, outside of the original trench limit, if the existing pavement is damaged as a result of the Contractors operation.

Asphalt binder shall be PG 64-10, and shall conform to the provisions in Section 39, “Asphalt Concrete,” of Caltrans Standard Specifications, Section 12, “Construction of Streets” of the City Standard Specifications and these special provisions. Asphalt aggregate shall be ½ inch maximum medium grading. RS-1 asphaltic emulsion shall be applied between new asphalt and existing pavement and new asphalt and upper trench zone. Maximum compacted lift thickness shall be 3”. The second lift of HMA shall not be placed until the underlying layer is 160°F or less, unless otherwise directed by the Engineer.

The Contractor shall be responsible for any damage to all existing roadway appurtenances including AC conform, utilities (including underground utilities), manholes, signs, curb, gutter, driveways, and sidewalks during the course of construction. If a portion of AC conform, curb, gutter, and/or sidewalk is disturbed by the contractor’s operations, the contractor shall restore the section from existing score line to the next nearest score line. The cost of repair or replacement shall be included in the prices paid for the various contract items and no additional compensation shall be allowed thereafter. AC conform, curbs, gutters, and/or sidewalks shall be constructed per City of Santa Cruz Standard Detail.

Temporary pavement delineation shall be furnished, placed, maintained, and removed in accordance with the provisions in Section 12-6, “Temporary Pavement Delineation”, of the Caltrans Standard Specifications and these Contract Specifications. Nothing in these Contract Specifications shall be construed as to reduce the minimum standards specified in the “Manual of Uniform Traffic Control Devices” and the California Supplement or as relieving the Contractor from his/her responsibility as provided in Section 7-1.04, “Public Safety”, of the Caltrans Standard Specifications.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic.

Temporary pavement delineation placed on the surface seal shall be temporary raised markers for lane lines and paint with reflective glass beads for markings. Temporary permanent delineation placed on the final pavement surface shall be temporary tape and temporary raised

markers. The Contractor shall install all temporary pavement delineation including lane lines, shoulder lines, and all other delineation at the same layout, size and width and following the same or equivalent striping patterns or details as the obliterated pavement delineation it is replacing or as the planned permanent striping shown on the Plans. Failure by the Contractor to satisfy this requirement shall be sufficient cause for the City to have the required temporary delineation installed and all costs for this work, including a twenty-five percent (25%) administrative markup, will be deducted from any progress payments due to the Contractor. The intent of this requirement is to have a complete temporary pavement delineation installation in place on any traveled way open to public traffic.

All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement delineation that is damaged from any cause during the progress of work shall be immediately repaired or replaced by the Contractor at his/her own expense.

All temporary pavement delineation to be placed on the top layer of new pavement or on existing pavements to remain, shall be temporary raised reflective pavement markers and temporary removable traffic tape. Painted striping or markings in place of temporary markers and tape is not allowed. The temporary markers and tape shall be in place prior to opening the traveled way to the public.

The minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than twenty (20) feet. Existing double yellow stripes shall be delineated with two (2) reflective raised pavement markers placed side-by-side at not more than twenty (20) foot intervals. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 calendar days or less) or long term day/night use (6 months or less) in the latest listing of "Prequalified and Tested Signing and Delineation Materials" maintained by Caltrans.

Temporary pavement markers for long term day/night use (6 months or less)

- Vega Molded Products "Temporary Road Marker" (3" x 4")

Temporary pavement markers for short term day/night use (14 calendar days or less)

- Apex Universal, Model 932
- Bunzl Extrusion, Model T.O.M., T.R.P.M. and "HH" (High Heat)
- Hi-Way Safety, Inc., Model 1280/1281
- Glowlite, Inc., Model 932

Removable type traffic tape and pavement marking tape shall be one of the temporary removable

construction grade types listed in the latest listing of “Prequalified and Tested Signing and Delineation Materials” maintained by Caltrans.

Temporary removable striping and pavement marking tape

- Advanced Traffic Marking, ATM Series 200
- Brite-Line, Series 100
- Garlock Rubber Technologies, Series 2000
- P.B. Laminations, Aztec, Grade 102
- Swarco Industries, “Director-2”
- Trelleborg Industries, R140 Series
- 3M, Series 620 “CR”, and Series A750
- 3M, Series A145, Removable Black Line Mask
(Black Tape: for use only on Asphalt Concrete Surfaces)
- Advanced Traffic Marking Black “Hide-A-Line”
(Black Tape: for use only on Asphalt Concrete Surfaces)
- Brite-Line “BTR” Black Removable Tape
(Black Tape: for use only on Asphalt Concrete Surfaces)
- Trelleborg Industries, RB-140
(Black Tape: for use only on Asphalt Concrete Surfaces)

Removable type traffic tape shall be applied in accordance with the manufacturer’s installation instructions and shall be rolled slowly with a rubber tired vehicle or roller to ensure complete contact with the pavement surface. Traffic stripe tape shall be applied straight on tangent alignments and on a true arc on curved alignments. Traffic stripe tape shall not be applied, when the air or pavement temperature is less than 50°F, unless the installation procedures to be used are approved by the Engineer, prior to beginning installation of the tape.

Removable type traffic tape and temporary raised pavement markers shall be removed and disposed of by the Contractor when, as determined by the Engineer, they are no longer required for the direction of public traffic, or the permanent pavement markers and striping have been installed.

Payment for Excavation Paving and all costs therefore shall be included in the contract unit price paid per **LINEAR FOOT** for “Install (N) 12” ADS Storm Drain Pipe”.

21. THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

Pavement markings shall be thermoplastic and shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these Contract Specifications. Pavement markings shall include all work and materials required to install thermoplastic traffic striping and pavement markings.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic pavement markings shall have a minimum initial retroreflectivity of 250 mcd m-2 lx-1. Yellow thermoplastic pavement markings shall have a minimum initial retroreflectivity of 150 mcd m-2 lx-1.

Before the permanent pavement markings are applied, the Contractor shall provide “cat-track” marking layout for review and approval of the Engineer. Changes, if any, to the marking layout as a result of the Engineer’s review shall be the responsibility of the Contractor. If the Contractor fails to obtain the Engineer’s approval of the marking layout prior to the permanent marking installation, changes to the permanent markings as required by the Engineer, including removal and replacement, shall be the Contractor’s responsibility. The Contractor is responsible for blacking out any visible cat-tracking that remains after striping work is completed at no cost to the City.

Thermoplastic pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

Pavement Markings shall be constructed in conformance with the State of California’s Standard Plan A24D, the Project Plans, and as directed by the Engineer.

Payment for Thermoplastic Traffic Stripes And Pavement Markings and all costs therefore shall be included in the contract unit price paid per **LINEAR FOOT** for “Install Limit Line (12” White Line)”, “Install Crosswalk (24” White Line)”, “Detail 22”, “Detail 29”, “Install Red Curb”, “Install Green Curb”, and “Install White Curb” and **EACH** for ““STOP” Marking”, ““KEEP” Marking”, ““CLEAR” Marking”.

22. FINAL PAYMENT

Payment for all items of work at the unit or lump sum price shall be considered as full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete work, and no additional allowance will be made therefore.

23. SUBMITTALS

Shop drawings shall be submitted for review in the following areas of work:

1. Project Schedule
 - a. Progress Schedules per Section 11 of General Conditions
2. Staging Plan
3. Notifications to Residences and Businesses
4. Storm Water Pollution Prevention Plan
5. Traffic Control Plan
6. Trench Shoring Plan
7. Drain Rock
8. Class II Aggregate Base
9. Concrete Mix Design
10. HDPE Waterstop Gasket

11. Asphalt Mix Design and Binder
12. Thermoplastic Marking Materials
13. Type B Catch Basin Frame, Grate & Hood
14. Storm Drain Pipe, Fittings, and Couplings
15. Trench Drain
16. Detectable Warning Surface Truncated Domes
17. Storm Manhole Parts & Appurtenances
18. Striping/Daylighting Materials

The Contractor shall provide Certificates of Compliance from its material suppliers, in advance of the work, certifying that all materials to be used on the project conform to the requirements of these specifications. The Certificates shall be signed by the manufacturers of the materials. The City reserves the right to refuse to permit the use of material based on a Certificate of Compliance alone.

All submittals shall be reviewed and checked by the Contractor prior to submittal to Engineer for review. The Engineer's review of Contractor shop drawing submittals shall not relieve the Contractor of the entire responsibility for the correctness of details and dimension. The Contractor shall assume all responsibility and risk for any misfits due to any errors in Contractor submittals. The Contractor shall be responsible for the dimensions and the design of adequate connections and details. Acceptance by the Engineer of a substitute item proposed by the Contractor shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.