



PUBLIC WORKS DEPARTMENT

INVITATION FOR BIDS,
SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

2025 TRAFFIC CALMING

SANTA CRUZ CITY COUNCIL

Fred Keeley, Mayor

Shebreh Kalantari-Johnson, Vice Mayor

Sonja Brunner

Renee Golder

Scott Newsome

Susie O'Hara

Gabriela Trigueiro

Matt Huffaker, City Manager

Bonnie Bush, City Clerk Administrator

Anthony P. Condotti, City Attorney

Nathan Nguyen, Public Works Department Director

Kevin Crossley, Assistant Public Works Department Director

BIDS DUE MAY 28, 2025 @ 2:00 PM PACIFIC STANDARD TIME





NOTICE INVITING BIDS

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

"2025 TRAFFIC CALMING"

1. Date and Place of Opening Bids. Bids for the construction of the Project will be received until **May 28, 2025 at 2:00 pm** Pacific Standard Time. Proposals shall be e-mailed to Dan Estranero at destranero@santacruzca.gov.
2. Location of Project. The Project is to be performed at the following locations:
 - Poplar Avenue
 - Seabright Avenue
 - Western Drive
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: installation of traffic striping, markings, curb and posts and traffic signs. All other work not mentioned above that is required by the plans, City Standard Specifications, State Standard Specifications and the Special Provisions shall be performed, placed, constructed or installed. (the "Work"). For additional information, please contact the individual listed in Paragraph 13, below.
4. Time for Completion. The Project shall be completed in **15** 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, the City's Standard Specifications (dated 2002), as amended¹, the State of California's Department of Transportation Standard Specifications (dated 2023), as amended, and all other documents identified herein.
6. Obtaining the Bidding Documents. Bidding Documents may be downloaded, without charge, from: <http://www.cityofsantacruz.com/business/bidding-information> . Bidding Documents may be examined and copies secured from the office of the Public Works Department, 809 Center

¹ The City's Standard Specifications (dated 2002) are located via the City Website at: <https://www.cityofsantacruz.com/home/showpublisheddocument?id=2467>.

Street, Room 201, Santa Cruz, California 95060, for a nonrefundable fee of \$30.00. Documents can also be obtained from **Opengov.com**

7. Submitted Bid. Each 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.

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. 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.
10. 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.

11. 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"** 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.

12. 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.

13. Questions for City. All questions relative to this Project prior to the opening of Bids shall be in writing and received a minimum of five (5) working days prior to the above-stated Bid due date and shall be directed to:

City of Santa Cruz, Public Works Department
Attn: Dan Estranero
809 Center Street, Room 201
Santa Cruz, California 95060
Email: destranero@santacruzca.gov
Tel.: 831-420-5189
Fax: 831-420-5161

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

Dated: April 8, 2025

SECTION 1 - DEFINITIONS AND TERMS

GENERAL

Attention is directed to the provisions of Section 1 “DEFINITION AND TERMS” of the City Standard Specifications and these Special Provisions.

Acceptance - The formal written acceptance by the City Council of the Contract which has been completed in all respects in accordance with the Drawings and Specifications and any modifications thereof previously approved.

Addendum - A change in the Specifications or Drawings issued prior to the opening of Proposals. Approved, Directed, Ordered, or Required - Whenever these words or their derivatives are used, it is the intent, unless otherwise clearly stated, that approval or direction by the Engineer is indicated.

Bidder - Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Council, City Council - The City Council of the City of Santa Cruz.

Contract - The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The Contract shall include the Notice of Contractors, Proposal, Drawings, Specification, Addenda, and Contract Bonds; also, any and all written supplemental agreements amending or extending the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the Contract and include Contract change orders.

Contractor - The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, who have entered into a contract with the City.

Days - Working days, unless otherwise designated.

City - the City of Santa Cruz.

Director - The Director of Public Works of the City of Santa Cruz.

Drawings - The official drawings, working drawings, detail drawings, and supplemental drawings, or reproductions thereof, which show the location, character, dimensions, and details of the work to be done, and which are to be considered as part of the Contract.

Engineer - The City Engineer acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Liquidated Damages - The amount prescribed in the Specifications, pursuant to the authority of government code Section 14376, to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portions of the work beyond the time allowed in the Specifications.

Plans, Construction Plans - The drawings which are part of the Contract.

Proposal - The offer of the Bidder for the work when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

Subcontractor - The person or persons, firm, partnership, corporation, or combination thereof, private or municipal who will perform work for the Contractor.

Work - All the work specified, indicated, shown, or contemplated in the Contract to construct the improvements, including all alterations, amendments, or extensions thereto made by supplemental agreements or written orders of the Director.

State Standard Specifications - Wherever in these Specifications reference is made to the “State Standard Specifications,” reference shall be to specifications entitled “State of California, Department of Transportation, Standard Specifications,” 2023 edition, and which are incorporated herein and made a part hereof by reference. Where the terms “State” or the “Engineer” are used in the State Standard Specifications, they shall be considered as meaning the “City” or “Director” as defined hereinabove. In the event of conflict between the State Specifications and the Standard, Special, or Technical Provisions of these Specifications or the Drawings, these Specifications and Drawings shall apply.

Technical Specifications - The technical specifications are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications.

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

GENERAL

Attention is directed to the provisions of Section 2 (not including Sections 2.10 “Public Opening of Proposals” and 2.11 “Joint Proposals”) of the City Standard Specifications and these Special Provisions.



PROPOSAL FORM

Bidder's Proposal for

2025 TRAFFIC CALMING

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.

IT IS UNDERSTOOD THAT THIS BID IS BASED UPON COMPLETION OF THE WORK AS SPECIFIED IN THE SPECIAL PROVISIONS WITHIN 15 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.

The undersigned Bidder has carefully examined the Standard Specifications, the Plans and Special Provisions for the project hereinbefore described and referred to in the "Invitation to Bidders" inviting proposals for **2025 TRAFFIC CALMING** 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

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

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.

Dated: _____ Firm Name: _____

Official Address: _____ Phone: _____

Email Address: _____

By: _____ Title: _____

State Contractor's License No.: _____

DIR Registration No.: _____

Signature of Bidder: _____

2025 TRAFFIC CALMING

BASIS OF BID

Name of Bidder:

Project Name/Number: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (\$)	Item Total (\$)
1	Install (N) City Standard Post	EA	10		
2	Install (N) Modified R1-5 Sign (24" x 24")	EA	2		
3	Install (N) R4-11 Sign (24"x24")	EA	4		
4	Install (N) R81 (CA) Sign (12" x 8")	EA	1		
5	Install (N) R81B (CA) Sign (8" x 5")	EA	1		
6	Install (N) W1-5 Sign (30"x30")	EA	2		
7	Install (N) W11-1 Sign (30" x 30")	EA	4		
8	Install (N) W13-1 Sign (18" x 18")	EA	2		
9	Install (N) W16-7P(L) Sign (30" x 18")	EA	2		
10	Install (N) W16-9P Sign (30" x 18")	EA	2		
11	Red Paint on Concrete Curb	LF	849		
12	Grind Thermoplastic Striping and Marking	LS	1		
13	Install Thermoplastic Striping and Marking	LS	1		
14	Install (N) Delineator and Base (Yellow)	EA	50		
15	Install (N) Delineator and Base (White)	EA	71		
16	Install (N) Rubberized Speed Bump (Yellow)	EA	4		
		SUBTOTAL			
		10% CONTINGENCY			
		TOTAL			

Total Basis of Bid Plus Contingency in Words: _____

The contingency is reserved for unforeseen project tasks. No payment will be made to the Contractor for any portion of the contingency unless a contract change order is approved by the City

SECTION 3 – AWARD AND EXECUTION OF CONTRACT

GENERAL

Attention is directed to the provisions of Section 3 (not including Sections 3.03 “Return of Proposal Guarantees” and 3.04 “Contract Bonds”) of the City Standard Specifications and these Special Provisions.

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.

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 will be provided to show the City, its officers, officials, employees, agents, and volunteers as additional insureds.

MINIMUM SCOPE AND LIMITS OF INSURANCE

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. If Contractor The City will be entitled to coverage for the highest limits maintained by Consultant. Coverage will be at least as broad as:

- **COMMERCIAL GENERAL LIABILITY (CGL): \$2,000,000 PER OCCURRENCE; \$2,000,000 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 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 Consultant 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 Consultant and its employees.

(Not required if Consultant 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

- 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.

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.

OTHER INSURANCE PROVISIONS

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Santa Cruz requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**
The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL, [Contractors Pollution Liability,] and automobile insurance (if transporting hazardous materials policy(ies) with respect to liability arising out of work or operations performed by or on behalf of Consultant 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 Consultant'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, Consultant'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 Consultant'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

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect 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.

1. 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 Consultant 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.

- 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 Consultant must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

- VERIFICATION OF COVERAGE

Consultant 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 Policy(ies) 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 Consultant'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.

SECTION 4 – SCOPE OF WORK

GENERAL

Attention is directed to the provisions of Section 4 of the City Standard Specifications and these Special Provisions.

DIFFERING SITE CONDITIONS

The Contractor shall promptly notify the Engineer if she/he finds either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - a. Contract documents
 - b. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

The Contractor shall include details explaining the information she/he relied on and the material differences she/he discovered. If the Contractor fails to promptly notify the Engineer, the Contractor waives the differing site condition claim for the period between her/his discovery of the differing site condition and her/his notification to the Engineer. If the Contractor disturbs the site after discovery and before the Engineer's investigation, the Contractor waives the differing site condition claim.

Upon the Contractor's notification, the Engineer investigates job site conditions and:

1. Notifies the Contractor whether to resume affected work
2. Decides whether the condition differs materially and is cause for and adjustment of time, payment, or both.

SECTION 5 – CONTROL OF WORK

GENERAL

Attention is directed to the provisions of Section 5 of the City Standard Specifications and these Special Provisions.

SPECIAL RISK/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 Consultant.

2. Claims

- **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:

- 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).
- Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
- False claims liability under California Government Code Section 12650, et seq.
- Defects in the Work first discovered by City after final payment by City to Contractor.
- Claims respecting stop notices.
- 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.

- **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.

- **Reasonable Documentation.**

The Claim must include the following:

- A statement that it is a Claim and a request for a decision on the Claim;
- 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;
- 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.
- 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.
- A detailed justification for any remedy or relief sought by the Claim, including, without limitation:
 - 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.
 - Copies of actual job cost records demonstrating that the costs have been incurred.
 - 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.
- 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.
- 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.

- The facts alleged in or that form the basis for the Claim are true and accurate.
- The Claim is submitted in good faith.

- The Change Order Request was timely submitted, as required by the Contract Documents.
- 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.
- 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.
- 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.
- 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: _____

- **Assertion of Claims.**

3. 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.
4. All Claims and supporting documentation must be sent to the City by registered mail or certified mail with return receipt requested.
5. 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.
6. 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.

7. 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.

- **Decision of City on Claims.**

1. 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.
2. 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.
3. 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.
4. 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.
5. 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).
6. 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.

- **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.

- **Mediation.**

- 1) 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.
- 2) 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.
- 3) 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.

- **Arbitration and Litigation.**

- 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.

- 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.
- 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.
- Any litigation shall be filed in the Superior Court of the State of California for the County of Santa Cruz.

- **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.

PREVAILING WAGES

In accordance with provisions of Section 1773 of the Labor Code, the City has ascertained the general prevailing rate of wages applicable to the particular craft, classification, or type of workers employed on the work. These rates are set forth in the Notice to Contractors.

The Contractor shall forfeit as a penalty to the City, \$25 for each day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under the Contract by him/her or by any subcontractor under him/her, in violation of the provisions of the Labor Code, particularly, Section 1770 through 1780 inclusive.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations 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 (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment, or tools used in or upon the work shall be considered a part of the work to be performed under the Contract any laborers, workers, or mechanics working on such machinery, equipment, or tools, shall be subject to all of the requirements relating to labor set forth in the Contract.

The construction, erection, and operation of material production, proportioning, or mixing plants from which material is used wholly on the Contract or on Contracts under the supervision of the City, shall be considered a part of the work to be performed under the Contract and any laborers, workers, or mechanics working on such plants shall be subject to all of the requirements relating to labor set forth in the Contract.

Items bid on a “Lump Sum” or “Job” basis shall result in a complete structure, operating plant, or system in satisfactory working condition in respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied.

TEMPORARY CONSTRUCTION EASEMENT

The use of temporary construction easements by the Contractor shall be limited to the construction of improvements as shown on the plans and as specified in these specifications, and shall not be used to store materials or equipment, except as approved in writing by the Engineer.

SECTION 6 – CONTROL OF MATERIALS AND INSTALLED EQUIPMENT

GENERAL

Attention is directed to the provisions of Section 6 of the City Standard Specifications and these Special Provisions.

CERTIFICATES OF COMPLIANCE

The following is a list of materials that can be typically accepted on the basis of certificates of compliance during construction. Certificates shall conform to the requirements of the State Standard Specifications and these contract specifications and shall include, at a minimum:

- **Project name and contract number**
- **Manufacturer’s signature**
- **Lot number matching material delivered**
- **Statement that the material complies with this project’s contract specifications**

Construction Materials Typically Accepted by Certificate of Compliance*:

Aggregate Base	Portland Cement Concrete Mix	Asphalt Concrete
Truncated Warning Surfaces	Thermoplastic Striping	Striping Paint
Glass Beads	Asphalt Binder	Metal Poles

*this list is **not** inclusive of all materials that may be accepted by a Certificate of Compliance for this project.

SECTION 7 – LEGAL RELATIONS AND RESPONSIBILITY

GENERAL

Attention is directed to the provisions of Section 7 of the City Standard Specifications.

SECTION 8 – PROSECUTION AND PROGRESS OF WORK

GENERAL

Attention is directed to the provisions of Section 8 of the City Standard Specifications and these Special Provisions.

BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.04, “Start of Job Site Activities,” in Section 8-1.05, “Time,” and in Section 8-1.10, “Liquidated Damages,” of the State Standard Specifications and these Special Provisions.

The Contractor shall purchase all materials and equipment within 10 working days after the date of the execution of the contract. The Contractor shall begin work when all materials and equipment are received and shall diligently prosecute said work to completion as follows:

Complete work required for all bid items no longer than **15 working days** after the date of the Notice to Proceed.

Notice to Proceed letter will be given at the Contractor’s discretion, limited as follows:

- **AFTER** the Purchase Order has been issued by the City.

Progress payment for material and equipment shall conform to the requirements of Section 9-1.16C, “Materials On Hand,” of the State Standard Specifications and these Special Provisions.

The Contractor shall pay to the City of Santa Cruz the sum of **\$2,800 per day**, for each and every calendar day’s delay in finishing the work in excess of the number of working days prescribed above.

SECTION 9 – MEASUREMENT AND PAYMENT

GENERAL

Attention is directed to the provisions of Section 9 of the City Standard Specifications.

SECTION 10 – TECHNICAL SPECIAL PROVISIONS

MOBILIZATION

A DESCRIPTION

Mobilization shall conform to the requirements of Section 9-1.16D “Mobilization” of the State Standard Specifications.

B MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of “MOBILIZATION” including furnishing all labor, materials, equipment, tools, and incidentals shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed. Partial payments shall be in accordance with Section 9-1.16D of the State Standard Specifications.

TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS

A MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the State Standard Specifications and to the Section entitled "Public Safety" elsewhere in these Special Provisions, and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04.

The Contractor's attention is directed to Article 7-16 of the City of Santa Cruz Department of Public Works Standard Specifications. Construction is within the City owned right of way and provisions shall be made for the safe passage of public traffic through the necessary portions of work at all times with as little inconvenience to the public as possible. The Contractor shall also make provisions for the safe passage of pedestrians/bicyclists around the area of work at all times (See attachment – Community Traffic Safety Coalition, Recommended Guidelines to protect the Safety of Bicycle, Pedestrians and Disabled Travelers during Road Construction).

The Contractor shall comply with the current State of California, Department of Transportation Manual on Uniform Traffic Control Devices (CA MUTCD) for all items related to traffic within the job site.

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 area of work and keep it open for two-way 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 at all times, day and night, 7 days a week.

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

1. Personal vehicles of the Contractor's employees shall not be parked within the construction area, on the traveled way or shoulders, including any section closed to public traffic.
2. Access for emergency vehicles to adjoining properties shall be maintained at all times during construction.
3. Contractor shall maintain access to existing business driveways at all times. Contractor shall provide written notification to all businesses/residents one week in advance and again 24 hours prior to work that will disrupt driveway access and shall through thoughtful planning, restore that access as soon as possible. The contractor shall consult with the inspector on the project and with affected business operators in advance of his/her obstructing vehicular or foot traffic to the properties to be affected, so that the best time for this obstruction can be determined.
4. The contractor shall provide temporary delineation after paving operations. Temporary delineation shall consist of "Series 5360 Scotch Lane" or equal pavement tape with foil backing. The Contractor shall maintain temporary delineation until permanent striping is

installed. The Contractor shall remove temporary delineation immediately after permanent striping is installed. The Contractor shall remove temporary delineation immediately after of just before permanent striping is installed. Removal includes, but is not limited to blacking out all cat-tracking revisions for traffic lines and pavement markings.

5. The Contractor is prohibited from storage of materials or equipment in any location that would interfere with the free and safe passage of pedestrian, bike and vehicular traffic.
6. The Contractor shall notify and update fire, police, ambulance and transit services of anticipated closures and traffic flow disruptions at least 24 hours prior to construction work that affects traffic. **If a bus stop requires relocation, the Contractor shall coordinate with Santa Cruz Metro.**
7. The Contractor shall notify local authorities of the Contractor's intent to begin work at least **5 calendar days** before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

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

B TRAFFIC CONTROL SYSTEM

Traffic Control Plan – At least 10 calendar days prior to commencing construction which will affect existing traffic, the contractor shall submit for review and approval by the Engineer, a Traffic Control Plan which contains only information specifically related to work zone traffic control. The traffic control plan shall be designed and stamped by a Professional Engineer. **No work will proceed until the Traffic Control Plan has been approved.**

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

1. Show work zones and buffer zones, including width and length of excavation. Identify equipment and material staging area. NOTE: The buffer zone shall not be used for work activity, or the storage of equipment, vehicles, or materials. The buffer zone is an area used to provide recovery space for an errant vehicle. See Table 6C-2 in the CA MUTCD.
2. Show dimensions of traffic lanes, bicycle lanes and sidewalk affected by traffic control.
3. Indicate the type of signs used in accordance with CA MUTCD and the distances between advance warning signs as appropriate for the work being done. Show location and orientation of signs. See figures 6C-1 and 6H-1 through 6H-105 in the CA MUTCD.
4. Indicate type and size of channelizing devices and the typical distance between each device. See figure 6F-7 in the CA MUTCD.
5. Show length of taper (L) and width of offset and other tapers used, i.e. shifting taper, shoulder taper, etc. **At the beginning of a lane shift, place horizontal arrow sign on top of the channelizing device to indicate direction of shift.** See Table 6C-3(CA) and Table 6C-4 in the CA MUTCD.

6. Identify side streets and driveways affected by construction and show how they will be handled.
7. Show how pedestrian and bicycle traffic will be handled through the construction site during all hours including pavement planning/edge grinding operations. Contractor shall include BIKES MAY USE FULL LANE (R4-11) and SIDEWALK CLOSED AHEAD, CROSS HERE (R9-11) signage.

A traffic control system shall consist of closing traffic lanes and providing lights, signs, barricades, portable delineators, traffic cones, temporary striping, pavement delineation, markers and pavement markings, steel plates, flaggers or other necessary devices in conformance with the details shown on the plans, the provisions of Section 12, "Temporary Traffic Control," of the State Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" elsewhere in these Special Provisions and these Special Provisions.

Daytime lane closures shall not commence before 8:00 a.m. and shall cease at 3:30 p.m. No work that interferes with public traffic shall be done outside these hours except for work required under sections 7-1.03 "Public Convenience" and Section 7-1.04 "Public Safety" of the State Standard Specifications. All lanes shall be open at 4:00 p.m. The contractor shall also limit edge grinding, pavement planning and overlay placement to these times. The times listed above are the only times during which these activities may occur. These conditions shall be in effect unless otherwise directed by the Engineer.

The contractor shall be responsible for coordinating his activities to avoid any conflicts on streets which have garbage or recycled material pickups scheduled for the same day. The contractor shall contact the City Refuse and Recycling Division at 420-5545.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take the measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the State Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, approved by the Engineer, within the limits of the street right of way.

C MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS" shall include furnishing all labor (including flagging costs), materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations,

replacing and disposing of the components of the traffic control system, including flagging, construction area signs, temporary pavement delineation, barricades, traffic cones and traffic delineators, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer and shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

CONTROL OF WORK

A DESCRIPTION

Control of work shall conform to the requirements of Section 5 “Control of Work” of the State Standard Specifications and these Special Provisions.

B SURVEYS AND GRADES

The Engineer shall establish permanent type reference monuments or posts for the horizontal alignment and vertical control of the work. The CONTRACTOR shall provide a Professional Land Surveyor or Civil Engineer licensed in the State of California to perform said services to provide all temporary stakes for horizontal and vertical alignment sufficient for construction of the project. The CONTRACTOR is charged with the responsibility of adequately protecting said stakes and monuments.

C MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of “CONROL OF WORK” including the preparation of plans, furnishing all labor, materials, tools, equipment, incidentals shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made there for, unless otherwise specified.

EXISTING HIGHWAY FACILITIES

A GENERAL

Attention is directed to Section 15, "Existing Facilities," of the State Standard Specifications.

The work shall consist of removing, abandoning, relocating or protecting existing facilities, which interfere with construction. Removed facilities shall be disposed of, salvaged or relocated as specified in these Special Provisions, as shown on the Plans, or as directed by the Engineer.

Trenches, holes, depressions and pits caused by the removal of highway facilities shall be backfilled with materials as provided in Section 19 "Earthwork". Native material excavated for the purposes of removal of existing pipe shall be removed and disposed offsite. Such trenches, holes, depressions, and pits that are in surfaced areas, otherwise to remain undisturbed, shall be backfilled with selected material.

Material shown on the plans or designated in these Special Provisions which is to be salvaged or used in the reconstructed work and which has been damaged or destroyed as a result of the CONTRACTOR's operations, shall be repaired or replaced by the CONTRACTOR, at his expense.

Payment for the relocation or removal of miscellaneous items shall be included in various bid items and no additional compensation will be considered.

B UTILITIES

GENERAL

Utilities include but are not limited to telephone, electricity, gas, cable and, storm drain.

UTILITY CONSTRUCTION SCHEDULING

Scheduling and coordination of construction with the respective utilities is the responsibility of the CONTRACTOR. Concurrent utility construction shall be verified with the respective utility companies. Payment for construction of these utility lines shall be the responsibility of the respective utility companies unless identified as work items in the bid schedule. Utilities involved in the work and their contact person are listed below:

UTILITIES	TELEPHONE	TYPE OF UTILITY
AT&T 515 Chappell Road Watsonville, CA 95076 Terry Hamlin	831-728-3641	Communication
Comcast 106 Whispering Pines Drive Scotts Valley, CA 95066 Mark Giblin	831-440-4023	Cable

PG&E 615 Seventh Avenue Santa Cruz, CA 95062 Patricia Gomez	831-479-3015	Power & Gas
City of Santa Cruz 809 Center Street Santa Cruz, CA 95060 Katie Stewart	831-420-5442	Storm Drain, Sewer
City of Santa Cruz 212 Locust Street, Suite A-D Santa Cruz, CA 95060 Doug Valby	831-420-5212	Water

EXISTING UTILITIES

Existing utilities are located within the limits of work. The CONTRACTOR shall confirm locations of all utilities and protect them in place.

The Agency has endeavored to locate and show on the plans the approximate locations of all private and public utilities and facilities to be encountered during construction. However, it is possible that, during the work, unknown substructures requiring relocation or protection may be encountered. Such unknown substructures will generally fall into two classes:

Class I - Those requiring relocation or protection at the expense of the utility owners.

Class II - Those requiring relocation or protection at the expense of the City.

For Class I utilities, the CONTRACTOR shall provide time and working space for protection or relocation activities.

For Class II utilities, the City will make arrangements for the protection or relocation by the Utility Owner or by the CONTRACTOR or by others.

The CONTRACTOR shall protect facilities shown on the plans, "To Be Relocated By Others," in both original and relocated positions and any damage to such facilities shall be immediately repaired to the utility owner's satisfaction at no cost to the City.

Prior to the commencement of work, the CONTRACTOR shall verify the location and depth of all utilities, including service laterals and service connections, which have been indicated on the plans or marked by the respective utility owners and which may affect or be affected by its operations.

All utilities designated on the plans to be protected in place shall be carefully uncovered if located within the lines of excavation. In the event a utility conflict exists, the City will either arrange for utility owner to relocate the utility or adjust grade and/or alignment of the proposed improvement. In the event any such facility should be disturbed or damaged, the CONTRACTOR shall at once make repairs to the satisfaction of the utility owner, or arrange with the utility owner to make repairs,

at no cost to the City. Any delays or reconstruction of improvements resulting from the CONTRACTOR's failure to verify

Utility locations and depths shall be made at the CONTRACTOR's expense.

If the CONTRACTOR wishes to have any of the following utilities located, he must contact the responsible Agency at least two working days prior to construction in the immediate vicinity of the utility.

The CONTRACTOR's attention is directed to the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the CONTRACTOR with the locations of their substructures in the construction area when the CONTRACTOR gives at least two working days' notice to the Underground Service Alert by calling 1-800-422-4133.

UTILITY VERIFICATION / COORDINATION

The CONTRACTOR shall arrange for and conduct a preconstruction meeting between the CONTRACTOR, the Engineer, and the Utility Companies to discuss scheduling coordination of any required utility relocations, and the protection of existing utilities.

The CONTRACTOR shall attend any preconstruction meeting scheduled by the City and shall cooperate with all utility owners performing utility relocation or installation work on the work site.

The CONTRACTOR shall conduct any other exploratory excavations as necessary, in order to perform his work and no additional compensation will be allowed.

MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "UTILITIES" including verification of utility location and depth and all utility coordination shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

WATER POLLUTION CONTROL

A DESCRIPTION

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the State Standard Specifications and these Special Provisions.

This project shall conform to the requirements of General Construction Activity Storm Water Permit No. CAS000002, Order No. 99-08-DWG, and Caltrans Statewide Storm Water Permit No. CAS000003, Order No. 99-06-DWG, issued by the State Water Resources Control Board. These permits, hereafter referred to as the "Permit," regulates storm water discharges associated with construction activities.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook and the Permit may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

As part of the permitting process, the CONTRACTOR shall administer a Water Pollution Control Plan (WPCP). Any additional work required for compliance with the requirements of the Storm Water Permit shall be performed by the CONTRACTOR and full compensation for conforming to these Special Provisions shall be considered as included in the various items of work involved and no additional compensation will be allowed therefore.

The CONTRACTOR shall prepare and submit a WPCP for review and approval to the City of Santa Cruz prior to being paid the first monthly progress payment. The WPCP shall be prepared by a Qualified SWPPP Practitioner. The CONTRACTOR shall not commence construction activity until the WPCP has been submitted and accepted by the City.

The CONTRACTOR is notified that the WPCP must be amended from time to time during construction to reflect actual construction practices.

The total price bid for completing and administering the WPCP shall include the cost of all documentation and administration for the entire contract period. The CONTRACTOR is totally responsible for the administration of the WPCP and WATER POLLUTION CONTROL work for the duration of this contract. Should the site be visited by inspectors from the Regional Water Quality Control Board, the CONTRACTOR shall pay all fines, if levied by the Board, and shall make all corrections to the site as deemed necessary by the Board and no additional compensation will be allowed.

The WPCP document shall not be construed to be a waiver of the CONTRACTOR's obligation to review and understand the State General Construction Activity Storm Water Permit before submitting a bid. By submitting a bid, the CONTRACTOR acknowledges satisfaction as to the requirements of the State General Construction Activity Storm Water Permit.

B MEASUREMENT AND PAYMENT

Full compensation for preparation and administering a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and performing all water pollution control work shall be included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

BEST MANAGEMENT PRACTICE

A DESCRIPTION

The Contractor's work shall conform to the requirements of the Construction Work - Best Management Practices (Chapter 4 of the Best Management Practices Manual for the City's Storm Water Management Program) published in July, 2004 and Erosion and Sediment Control Field Manual published by California Regional Water Quality Control Board, August 2002 edition, and addenda thereto issued up to, and including, the date of advertisement of the project. Copies of the Best Management Practices may be obtained from the Public Works Department, 809 Center Street, Santa Cruz, California 95060.

B MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "BEST MANAGEMENT PRACTICE" including furnishing all labor, materials, equipment, tools and all incidentals shall be included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

DUST CONTROL

A DESCRIPTION

Dust Control shall conform to the requirements in Section 10-5, "Dust Control," of the State Standard Specifications and these Special Provisions.

During the progress of work, the CONTRACTOR shall keep the entire job site free of dust. The CONTRACTOR shall remove spillage resulting from hauling operations along or across existing streets, roads, paths, or access routes immediately. All gutters shall be kept clear and free of obstructions. Any deviation from this practice must have the written approval from the Engineer.

The CONTRACTOR shall govern his operation and construction methods at all times so as to prevent any dust problems within the area of work, along haul routes or along adjacent properties, and shall provide water wagons, water, labor or any material or equipment required to provide adequate control of dust to the satisfaction of the City.

Dust problem is defined as any visible airborne particles within the project site, private property adjacent to the project site, and project haul routes that are a result of the CONTRACTOR's activities.

When airborne particles are visible and the City orders a dust control application, such work shall be performed immediately, or as directed by the City. If the dust application is not performed when requested by the City, City forces will do the work and the costs will be deducted from the CONTRACTOR's payment from any monies due to the CONTRACTOR.

Street sweepers with dust control systems will be allowed as an alternative for dust control on paved approaches to the project. Power brooms or other similar devices without dust control systems will not be allowed.

Any damage resulting from dust caused by the CONTRACTOR's activities shall be the complete and sole responsibility of the CONTRACTOR.

Before final acceptance of the work the CONTRACTOR shall carefully clean up the work area and premises, remove all surplus construction materials and rubbish of all kinds from the grounds that he has occupied and leave all in a neat condition.

B MEASUREMENT AND PAYMENT

Full compensation for "DUST CONTROL" shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

CONSTRUCTION SURVEYING BY THE CONTRACTOR

A DESCRIPTION

The Contractor shall perform all surveying and staking essential for the completion of the project in conformance with the plans and specifications, and shall perform all the necessary calculations required to accomplish the work.

The City will provide a Bench Mark and sufficient centerline points or references thereto, at the beginning of the project, to enable the establishment of the planned elevations and centerline by the Contractor.

B MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of “CONSTRUCTION SURVEYING BY THE CONTRACTOR” include furnishing all necessary personnel, equipment, transportation, and supplies to accomplish the work shall be included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

ROADWAY SIGNS AND POSTS

A GENERAL

Roadway signs shall conform to the requirements of Section 82, “Signs and Markers” of the State Standard Specifications and these Special Provisions.

All sign, sign post, and delineator installations shall conform to City of Santa Cruz Standard Detail and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD).

B INSTALL NEW SIGNS

This work shall include the installation of new signs as shown on the plans. Location of signs shall be approved by the Engineer prior to installation.

Signs shall have diamond grade reflective sheeting and shall have anti-graffiti coating.

The Contractor shall submit a cut sheet of all signs to the Engineer for review and approval.

MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of “INSTALL NEW SIGNS” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

INSTALL (N) MODIFIED R1-5 SIGN (24” x 24”) shall be measured and paid for by the EACH.

INSTALL (N) R4-11 SIGN (24” x 24”) shall be measured and paid for by the EACH.

INSTALL (N) W1-5 SIGN (30” x 30”) shall be measured and paid for by the EACH.

INSTALL (N) W11-1 SIGN (30” x 30”) shall be measured and paid for by the EACH.

INSTALL (N) W13-1 SIGN (18” x 18”) shall be measured and paid for by the EACH.

INSTALL (N) W16-7P(L) SIGN (30” x 18”) shall be measured and paid for by the EACH.

INSTALL (N) W16-9P SIGN (30” x 18”) shall be measured and paid for by the EACH.

INSTALL (N) R81 (CA) SIGN (12” x 18”) shall be measured and paid for by EACH.

INSTALL (N) R81B (CA) SIGN (8” x 5”) shall be measured and paid for by EACH.

C INSTALL NEW CITY STANDARD POSTS

This work shall include the installation of new city standard posts as shown on the plans. Location of posts shall be approved by the Engineer prior to installation.

Contractor shall core and provide a sleeve for all new city standard posts, as shown on the plans.

MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of “INSTALL NEW CITY STANDARD POSTS” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid price per **EACH** for “INSTALL (N) CITY STANDARD POST” and no additional compensation will be allowed.

MARKINGS AND COATINGS

A GENERAL

Markings and coatings shall conform to the requirements of Section 84, "Markings" and Section 78, "Incidental Construction" of the State Standard Specifications and these Special Provisions.

B REMOVAL – TRAFFIC STRIPES AND PAVEMENT MARKINGS

This work shall include the removal of existing traffic striping, pavement markings and raised pavement markers (RPM) as shown on the plans. Removal of traffic striping, pavement markings and RPMs shall conform to the requirements of Section 84-9 "Existing Markings" of the State Standard Specifications and these Special Provisions.

Traffic striping and pavement markings shall be ground from the existing pavement and removed as shown on the plans or as directed by the Engineer.

MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "REMOVAL – TRAFFIC STRIPES AND PAVEMENT MARKINGS" including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

GRIND THERMOPLASTIC STRIPING AND MARKING shall be measured and paid for by the **LUMP SUM**.

C THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

This work shall include placing thermoplastic traffic stripes and pavement markings, including the preparing and priming existing pavement surface as shown on the plans.

Thermoplastic Traffic Stripes (traffic lines), Paint and Pavement Markings shall conform to the provisions in 84-2, "Traffic Stripes and Pavement Markings", of the State Standard Specifications and these Special Provisions.

During striping operations, the CONTRACTOR shall use traffic control as specified in the section entitled "Maintaining Traffic" of these Special Provisions.

The State Specification No. for Glass beads in Section 84-2.02, "Materials", of the State Standard Specifications is amended to read "8010-21C-22 (Type II)". Thermoplastic Material shall conform to the requirements of State Specification No. 8010-21C-19.

The entire project shall use thermoplastic for traffic stripes and pavement markings. Thermoplastic material shall be applied at a minimum thickness of 30 mil (0.030 inches) for longitudinal line and 125 mil (0.125 inches) for transverse line and legend.

The CONTRACTOR shall furnish and apply thermoplastic pavement striping and pavement markings as shown on the Plans or where directed by the Engineer. Placement of striping, markings,

and markers shall conform to the requirements of the California Department of Transportation Traffic Manual.

The CONTRACTOR shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Engineer shall review and approve the striping layout before the final striping occurs.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the stripe is thoroughly dry.

Raised Pavement Markers shall be per Section 81-3 "Pavement Markers" of the Standard Specifications and these Special Provisions.

Raised pavement markers shall be installed per the pavement delineation patterns of the current State Traffic Manual.

Epoxy shall conform to the provisions of Section 95, "Epoxy", of the State Standard Specifications and these Special Provisions.

MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS" including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid price listed below and no additional compensation will be allowed.

INSTALL THERMOPLASTIC STRIPING AND MARKING, shall be measured and paid for by the **LUMP SUM**.

D RED PAINT ON CONCRETE CURB

Red paint on concrete curb shall conform to the requirements of Section 78-4.03 "Painting Concrete" of the State Standard Specifications and these Special Provisions. Curbs shall be painted as shown on the plans or as directed by the Engineer.

MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "RED PAINT ON CONCRETE CURB" including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid price per **LINEAR FOOT** for "RED PAINT ON CONCRETE CURB" and no additional compensation will be allowed.

TRAFFIC CONTROL DEVICES

A GENERAL

Traffic control devices shall conform to the requirements of Section 81, “Traffic Control Devices” of the State Standard Specifications and these Special Provisions.

B MOUNTABLE DELINEATOR AND BASE

The work shall consist of installation of “Impact Recovery Tuff Series” delineator and surface mount fixed base or approved equal as shown on the plans, described in the manufacturer’s specifications, and as directed by the Engineer.

C RUBBERIZED SPEED BUMP

The work shall consist of installation of “TreeTop Products Premium Recycled Rubber Speed Bumps” or approved equal as shown on the plans, described in the manufacturer’s specifications, and as directed by the Engineer. The speed bump shall be 4’ and bolted to the ground.

D MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of “TRAFFIC CONTROL DEVICES” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

INSTALL (N) DELINEATOR AND BASE (YELLOW) shall be measured and paid for by the **EACH**.

INSTALL (N) DELINEATOR AND BASE (WHITE) shall be measured and paid for by the **EACH**.

INSTALL (N) RUBBERIZED SPEED BUMP (YELLOW) shall be measured and paid for by the **EACH**