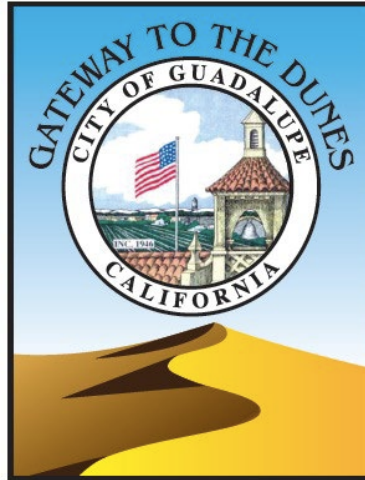


**CITY OF GUADALUPE
CALIFORNIA**



**LEROY PARK
PARKING LOT PROJECT**

NOTICE TO CONTRACTORS

AND

SPECIAL PROVISIONS

CITY PROJECT NO. 2024-05



LERROY PARK PARKING LOT PROJECT

DEADLINE FOR SUBMITTAL OF QUESTIONS: End of day, November 15, 2024
BID OPENING DATE: 2 PM on November 26, 2024



Jeff van den Eikhof
City Engineer

10/28/2024
Date

LICENSE REQUIREMENT: **Class A, C32** License at the time of the award.
TIME OF CONTRACT: **40** working days after the date of notice to proceed
LIQUIDATED DAMAGES:..... **\$1,500/day**

For use in connection with the Standard Specifications Dated 2018 and Standard Plans Dated 2018 of the California Department of Transportation, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

LEROY PARK PARKING LOT PROJECT

CONTRACT DOCUMENTS, SPECIAL PROVISIONS and TECHNICAL SPECIFICATIONS

Approved By



Jeffrey A. van den Eikhof, City Engineer
Registered Civil Engineer, C59920

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CITY OF GUADALUPE, CA

NOTICE INVITING BIDS

CITY OF GUADALUPE PROJECT NO. 2024-05

PROPOSALS FOR THE WORK DESCRIBED AND SHOWN ON THE PLANS ENTITLED:

LEROY PARK PARKING LOT PROJECT

Will be received at the offices of the Building Department, City of Guadalupe, 918 Obispo Street, Guadalupe, California 93434, until **2:00 PM, November 26, 2024**, at which time they will be publicly opened and read at the same address.

GENERAL WORK DESCRIPTION: The work involves removing existing aggregate base, placing asphalt concrete, striping, and other work indicated on the plans.

WORK SCHEDULE: Work must be completed within **40** working days from the Notice to Proceed. Notice to Proceed will be issued 50 weeks after the award of the contract **OR** upon delivery of pump control panels, whichever comes first.

CONTRACT DOCUMENTS: Contract documents (Plans, Notice to Contractors, Special Provisions, Proposal, and Sample Contract) or other related information are available for review online at www.ci.guadalupe.ca.us and at City Hall, 918 Obispo Street, Guadalupe, California, 93434.

QUESTIONS: Questions must be submitted no later than the End of the day, November 15, 2024, to allow sufficient time for response. All questions shall be submitted by email to jeff@eikhofdesigngroup.com.

PROPOSALS: Proposals must include all work described in the Contract Documents. Proposals must be made on the proposal forms furnished in the Contract Documents. All other proposal forms will be rejected. Attention to prospective bidders is called to Section 2, "Proposal Requirements and Conditions," within the Contract Documents, for full direction as to bidding and other items.

Notice is given to all bidders that no more than 50% of the work, as defined by the contract price, may be done by subcontractors.

Notice is also hereby given that all Bidders may be required to furnish a sworn statement of their financial responsibility, technical ability, and experience before an award is made to any particular Bidder.

The successful Contractor will be required to obtain a business license from the City and pay related fees.

The right is reserved by the City of Guadalupe to reject any or all Bids, to evaluate the Bids submitted, waive any minor irregularities, and award the contract to the lowest responsible Bidder. The City further reserves the right to waive any informalities or minor irregularities in the Bid.

BONDS: Each proposal must be accompanied by cash, a certified or cashier's check, or bidder's bond of the prescribed form and made payable to the City of Guadalupe for an amount equal to at least ten percent (10%) of the amount bid, such guaranty to be forfeited, should the bidder to whom the contract is awarded fail to furnish the required bonds and to enter into a contract with the City within ten (10) days after awarding of the contract.

The successful contractor will be required to furnish three (3) acceptable surety bonds: one for faithful performance, one for labor and materials, and the other for maintenance following construction. Each bond is to be executed in a sum equal to one hundred percent (100%) of the contract price except that the maintenance bond shall be for ten percent (10%) of the contract price and shall remain in effect for one year following acceptance of the project for final payment.

LICENSE REQUIREMENTS: In accordance with provisions of California Public Contract Code Section 3300, the City has determined that the **Contractor shall possess a valid Class A, Class C32 license at the time of award.** The Contractor shall be properly licensed at the time the contract is awarded. No contract will be awarded from a Contractor who has not been licensed in accordance with the provisions of Chapter 9 of Division 3 of the Business and Professions Code.

In addition, the following conditions apply:

- No contractor or subcontractor may be listed on a bid proposal for a public works project 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 1777.1(a)]. Proof of the contractor or subcontractor's current registration to perform public work pursuant to Labor Code section 1725.5 will be required as part of the bid proposal.
- No contractor or subcontractor may be awarded a contract for a public works project 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.

STANDARD SPECIFICATIONS: The Standard Specifications for this project are contained in the 2018 edition, including all supplementary documents of the Caltrans Standard Specifications.

PREVAILING WAGE RATES: Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County of Santa Barbara, in which the work is to be done, has been determined by the Director of the California Department of Industrial Relations in accordance with Section 1770 of the Labor Code. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>.

Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code.

RETENTION: Five (5) percent of the invoiced amount shall be retained until 30 calendar days after the Notice of Completion is recorded by the County of Santa Barbara. The Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention from any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Section 22300 of the California Public Contract Code. Such securities, if deposited by the Contractor, shall be valued by the City, whose decision on an evaluation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 and Section 16430 of the California Government Code.

Dated at City of Guadalupe, County of Santa Barbara, California this _____ day of _____, 20____.

By

City Clerk
City of Guadalupe, CA

PROPOSAL
TO
THE CITY OF GUADALUPE
FOR
LEROY PARK PARKING LOT PROJECT
CITY PROJECT NO. 2024-05

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL ADDRESS: _____

LICENSE NUMBER AND TYPE: _____

DIR NUMBER: _____

The work for which this Proposal is submitted is for construction in accordance with the Special Provisions (including the payment of not less than the State General Prevailing Wage Rates or the Federal minimum wage rates when set forth herein), the Plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Caltrans Standard Specifications dated 2018, and the City of Santa Maria Standard Specifications (adopted by the City of Guadalupe on June 23, 2009, pursuant to Resolution No. 2009-24) insofar as the same may apply, specifications which may be referred to in the Special Provisions or project plans, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The Technical Specifications for the work to be done are entitled:

CITY OF GUADALUPE, CALIFORNIA;
LEROY PARK PARKING LOT PROJECT

The Bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," of the Contract Documents.

The undersigned as Bidder declares that he/she has carefully examined the location of the proposed work above described, read and examined the Contract Documents, and Addendum/Addenda (List Addenda Received: ____, ____, ____, ____) therefore, read the Notice to Contractors, the Proposal Requirements, including the Caltrans Standard Specifications, and hereby proposes and agrees, if this Proposal is accepted by the City, to furnish all materials and services required to do all the work required to complete the said construction in accordance with the Contract Documents in the time stated herein, for the unit prices given below:

BID SCHEDULE

ITEM NO.	BID ITEMS	PAYMENT REFERENCE*	TOTAL QUANTITIES	UNIT	UNIT PRICE	TOTAL COST
BASE BID						
1	Mobilization	TS-2.02	1	LS		
2	Water Pollution Control Plan	TS-3.02	1	LS		
3	Class 2 Base Removal	TS-5.02	177	CY		
4	Grading/Compaction	TS-5.02	1	LS		
5	Place 3 inches of 1/2" HMA Type A (PG 64-10)	TS-4.04	350	TN		
6	Striping and Markings	TS-6.03	1	LS		
TOTAL BASE BID (ITEMS 1 THROUGH 6)						

*TS = Technical Specifications (Section 10)

TOTAL BASE BID IN WORDS:

Total Base Bid Amount shall be shown in both words and figures.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Bids will be compared by the Total Mathematical Bid as determined by the Engineer. The Total Mathematical Bid is the summation of all required bid items, excluding bid alternates. Bid items are calculated by multiplying the Engineers Estimate quantities by the unit bid prices. In the case of a discrepancy between the Total Mathematical Bid and the total bid written above, the Total Mathematical Bid shall govern.

The bidder to whom the contract is awarded agrees to enter into a contract with the City of Guadalupe within **fifteen (15) days** after the date of the Notice of Award, and to commence work within **ten (10) working days** after the date of the Notice To Proceed, and to diligently prosecute the work to completion within the Time of Contract shown on the cover of the Project Manual. The City will issue the Notice to Proceed **fifty (50) weeks** after the contract award **or** upon delivery of the pump control panels, whichever comes first.

The undersigned understands and agrees that the City of Guadalupe will not be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this Proposal.

Signature

Title

Date

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ____, has not ____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT CODE 10232 STATEMENT

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CONTRACTOR'S LICENSING STATEMENT

I declare under penalty of perjury under the laws of the State of California that the following is true and correct. Executed in the City of Guadalupe this _____ day of _____, 20__.

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of the Contractors, License No. _____, Expiration Date _____.

Business Name (DBA): _____

Owner/Legal Name: _____

Indicate One: Sole-proprietor Partnership Corporation

List Partners/Corporate Officers:

Name	Title
------	-------

Name	Title
------	-------

Name	Title
------	-------

Name	Title
------	-------

Business Address: _____

City, State, ZIP Code _____

Mailing Address: _____

City, State, ZIP Code _____

Phone Number: _____

Fax Number: _____

Email Address: _____

DIR Number: _____

Signature of Bidder _____

(Print Name and Title of Bidder)

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Section 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

(Date)

(Contractor)

By: _____
(Signature)

By: _____
(Title)

Attest:

By: _____
(Signature)

By: _____
(Title)

BIDDER'S BOND

We, _____
_____ as Principal, and

as Surety are bound unto the City of Guadalupe, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for the LEROY PARK PARKING LOT PROJECT

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20__.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City/County of _____ SS

On this _____ day of _____ in the year 20__ before me
_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) _____
Notary Public

NOTE: At the discretion of the City the low and second low bidders may be required to complete and return the "Contractor's and Subcontractor's Statement Of Experience and Financial Condition" forms provided herein prior to determination regarding bid award.

**CONTRACTOR'S AND SUBCONTRACTOR'S
STATEMENT OF EXPERIENCE AND FINANCIAL CONDITION**

1. Name: _____ A Corporation
 _____ A Co-Partnership
 _____ An Individual
 _____ Combination
 (Name Must Correspond with Contractor's License In Every Detail)

2. Principal Office: _____
 (Street and P.O. Box) (City) (State) (Zip Code)

3. Telephone (_____) _____

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

NOTE: When the word "you" or "your" is used herein, it shall mean you, your firm, your corporate officers, partners, principals or proprietors.

4. Names of Corporate Officers, Partners, Principals, Proprietors:

<u>NAME</u>	<u>POSITION</u>	<u>PERCENTAGE OF STOCK</u>

5. List Any Subsidiaries or Affiliated Companies:

<u>EXACT NAME</u>	<u>TYPE OF BUSINESS</u>	<u>OWNERSHIP</u>

6. Name, Address, and Telephone No. of Bank:

Total Line of Credit	How Secured	Interest Rate
\$ _____		_____

7. How much of your line of credit is currently available? \$ _____

8. Name of Loan Officer: _____

(List additional bank(s) on next page, if applicable)

9. Are you licensed as a Contractor to do business in California?

Yes ___ No ___ License No. _____ Type

Classification (Type) of Specialty Contractor

10. How many years has your organization been in business as a contractor under your present business name and license number? _____ years.

11. How many years' experience in _____ construction work has your organization had?

12. Has your firm or any of its principals ever petitioned for bankruptcy? _____ If answer is "Yes," enter the date(s)

13. Has your firm or any of its principals defaulted so as to cause a loss to surety? If the answer is "Yes," enter the date(s), name and address of surety and details.

14. Show the projects (10 maximum) your organization has completed during the last three years in the following tabulation; be specific as to the nature of the work your firm actually performed.

(Use as many spaces as required to complete your answer)

YEAR COMPLETED	TYPE OF WORK (be specific)	VALUE OF WORK PERFORMED	CITY AND STATE CONTACT PERSON/PHONE

15. Have you been assessed liquidated damages for any project in the past three years?

If yes, explain.

16. Have you been in litigation on a question relating to your performance on a contract during the past three years? ____ If yes, explain.

17. Have you failed to complete a contract? _____. If so, give details:

18. In what other lines of business pertaining to this Statement do you have a financial interest?

19. Name the persons with whom you have been associated in business as partners or joint venture in each of the last five years.

20. What is the construction experience of the principal individuals of your present organization?

Individual's Name	Present Position or Office In Your Organization	Years of Construction Experience	Magnitude and Type of Work

21. List 10 subcontractors with whom you have worked in the last two years:

NAME	ADDRESS	TELEPHONE

NAME	ADDRESS	TELEPHONE

22. List the names of three Architects or Engineers whose jobs you have worked on in the past two years:

Name of Architect Or Engineer	Telephone

23. Please attach a balance sheet and profit and loss statement prepared by a Certified Public Accountant or a Public Accountant.

24. List and explain all contingent liabilities. _____

25. Explain any Stop Notice(s) filed against you in the past three years.

Date	By Whom	How Resolved	Why Filed

List your five major suppliers of equipment, supplies and materials:

NAME	ADDRESS

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Guadalupe, State of California, and _____ (hereinafter designated as the "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as LEROY PARK PARKING LOT PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Guadalupe hereinafter called "City," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and 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 their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall 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 shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by principal and surety above named, on _____, 20____.

APPROVED AS TO FORM:

By: _____
City Attorney

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDER-TAKING LAW:

Principal (SEAL)

(SEAL)

Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

(SEAL)

Surety (SEAL)

Signature for Surety Title

LABOR AND MATERIAL BOND

WHEREAS, the City Council of the City of Guadalupe, State of California and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as LEROY PARK PARKING LOT PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Guadalupe to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Guadalupe and all contractors, subcontractors, laborers, material, men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum_of _____ Dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____, 20__.

APPROVED AS TO FORM:

By: _____
City Attorney

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW:

Principal (SEAL)

(SEAL)

Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

(SEAL)

Surety (SEAL)

Signature for Surety Title

GUARANTEE AND DEFECTIVE MATERIAL BOND

WHEREAS, the City Council of the City of Guadalupe, State of California and _____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as LEROY PARK PARKING LOT PROJECT, is hereby referred to and made a part hereof; and

WHEREAS, said principal is required under the terms of said agreement to furnish a bond for the one-year maintenance of public improvements of said agreement.

NOW, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Guadalupe hereinafter called "City," in the penal sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and 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 their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall 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 shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed there under or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____, 20____.

ADDRESS OF CONTRACTOR FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDER-TAKING LAW:

Principal (SEAL)

(SEAL)

Signature of Principal Title

ADDRESS OF SURETY FOR SERVICE OF DOCUMENTS UNDER BOND AND UNDERTAKING LAW

(SEAL)

Surety (SEAL)

Signature for Surety Title

SAMPLE AGREEMENT
AGREEMENT FOR CONTRACTOR SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND

THIS AGREEMENT FOR CONTRACTOR SERVICES (the "Agreement") is made and entered into this ___ day of _____ 20xx, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and, _____ a California _____ ("Contractor").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Contractor agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit A (Compensation) and made a part of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-contractor contracts and miscellaneous expenses. City shall independently review each invoice submitted by Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Contractor

with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Contractor, which are disputed by City, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor's invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

(e) Contractor shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Contractor agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Contractor's Books and Records.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of services pursuant to this Agreement. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an

alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement. The City shall compensate the Contractor for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Contractor.

(a) Contractor is and shall at all times during the terms of this Agreement remain a wholly independent Contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Contractor nor any of Contractor's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

Section 9. Standard of Performance. Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this

Agreement applicable to Contractor. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Contractor to comply with this section.

Section 11. Nondiscrimination. Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Contractor will comply with all conflict of interest laws and regulations including, without limitation, the City's Conflict of Interest Code (on file in the City Clerk's Office). All officers, employees and/or agents of Contractor who will be working on behalf of the City pursuant to this Agreement, may be required to file Statements of Economic Interest. Therefore, it is incumbent upon the Contractor or Contracting firm to notify that City of any staff changes relating to this Agreement.

A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Contractor(s), unless as indicated in Subsection B, will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Contractor, except as indicated in Subsection B.

B. In accomplishing the scope of services of this Agreement, Contractor(s) will be performing a specialized or general service for the City, and there is substantial likelihood that the Contractor's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the following Contractor(s) shall be subject to Disclosure Category "1" of the City's Conflict of Interest Code.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or sub contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers,

agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Contractor or any other person for, and Contractor shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Contractor's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Contractor, its agents, officers, directors, sub contractors or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, Contractor, upon notice from City, shall defend Indemnitees at Contractor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Contractor under Section 16 shall ensure Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of Contractor hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Contractor for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Contractor, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Contractor agrees to provide City with copies of required policies upon request. Prior to the beginning of and throughout the duration of the Work, Contractor and its subcontractors shall maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Contractor or its subcontractors in excess of the limits and coverage identified in this Agreement and which is applicable to a given loss, claim or demand, will be equally available to CITY.

Contractor shall provide the following types and amounts of insurance. Without limiting Contractor's indemnification of CITY, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to CITY:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement, along with a waiver of subrogation endorsement.

(4) Errors and omission liability insurance appropriate to the Contractor's profession.

B. Minimum Limits of Insurance: Contractor shall maintain limits of insurance no less than:

(1) General Liability Insurance: Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. This insurance and any umbrella or excess liability insurance shall be maintained for a minimum of three years or as long as there is a statutory exposure to completed operations claims, with the City and its officers, officials, employees, and agents continued as additional insured.

(2) Automobile Liability: Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(3) Workers' Compensation and Employer's Liability: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with

limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. Contractor shall submit to CITY.

(4) Errors and Omissions Liability: \$1,000,000 per claim as appropriate for the profession.

(5) Umbrella or excess liability insurance (if needed): Contractor shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies;

and

- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(6) Pollution liability insurance. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to CITY providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) Notice of Cancellation: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) Primary/noncontributing: Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-

contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as a named insured.

(3) City's Rights of Enforcement: In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by Contractor or CITY will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CITY may cancel this Agreement.

(4) Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against CITY, and shall require similar written express waivers.

(5) Enforcement of Contract Provisions (non estoppel): Contractor acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Contractor of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

(6) Requirements not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

(7) Prohibition of Undisclosed Coverage Limitations: None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

(8) Separation of Insureds: A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(9) Pass through Clause: Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to CITY for review.

(10) City's Right to Revise Requirements: The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the Contractor, the CITY and Contractor may renegotiate Contractor's compensation.

(11) Self-insured Retentions: Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

(12) Timely Notice of Claims: Contractor shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(13) Additional Insurance: Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

Section 17. Assignment. The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under the Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize sub contractors.

Section 18. Continuity of Personnel. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this

Agreement, then, in addition to any other remedies, either Contractor or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default and may terminate this Agreement immediately by written notice to Contractor.

Section 21. Excusable Delays. Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: City Administrator
 City of Guadalupe
 918 Obispo Street
 Guadalupe, CA 93434

To Contractor:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Contractor represents and warrants that they have the authority to so execute this Agreement and to bind Contractor to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CITY OF GUADALUPE

By: _____
Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

CONTRACTOR:

By: _____

Title: _____

By: _____

Title: _____

SPECIAL PROVISIONS
SECTION 1
SPECIFICATIONS AND PLANS

1-1 SPECIFICATIONS AND PLANS.

The work embraced herein shall be done in accordance with the Standard Specifications dated 2018, the Standard Plans dated 2018, of the State of California, Department of Transportation (Caltrans), and the City of Santa Maria Standard Specifications and Standard Plans (adopted by the City of Guadalupe on June 23, 2009, pursuant to Resolution No. 2009-24), insofar as the same may apply and in accordance with the Plans and Special Provisions.

In case of conflict between the Standard Specifications and these special provisions, these special provisions shall take precedence over and be used in lieu of such conflicting portions.

Any discrepancies found between the Plans and specifications and site conditions or any inconsistencies or ambiguities in the Plans or specifications shall be immediately reported to the Engineer in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

1-2 DEFINITIONS AND TERMS.

Whenever, in the Plans and Special Provisions, or in any documents or instruments where the Plans and Special Provisions govern, the following terms are used or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- A. **Bid**. An offer to furnish the necessary services and materials to perform the work called for by the Contract Documents.
- B. **Bidder**. Any individual, firm or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- C. **Proposal**. The offer of the Bidder for the Work when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- D. **Proposal Guaranty**. The cash, check or Bidder's Bond accompanying the Proposal submitted by the Bidder as a guarantee that the Bidder will enter into a Contract with the City for the construction of the Work if awarded to him.
- E. **Work**. All work specified, indicated, shown or contemplated in the Contract to construct the improvements, including all alterations, amendments or extensions thereto made by Change Orders or other written orders by the City Engineer.
- F. **City**. The City of Guadalupe, California, as created by law, and its authorized representatives.
- G. **Contract**. Written and executed contract between the City and the Contractor.
- H. **Contract Documents**. The Notice to Bidders, Proposal, Bid Sheet(s), Certification of Affirmative Action Program, Contractor's Licensing Statement, List of Subcontractors, Bid Security, Non-Collusion Affidavit, Agreement, Faithful Performance Bond, Labor and Materials Bond, Maintenance Bond, Worker's Compensation Certificate, Notice of Award, Notice to Proceed, Plans and Special Provisions, any addenda and bulletins issued during the bidding period, and all Change Orders amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner.

- I. **Plans**. The official plans, typical cross-sections, general cross-sections, working drawings and supplemental drawings, or reproductions thereof, approved by the City Engineer, which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the Contract supplementary to the Special Provisions.
- J. **Special Provisions**. The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the particular work called for by the Plans.
- K. **City Standard Specifications and Drawings**. Where reference is made to the City Standard Specifications and Drawings, the reference shall be to the City of Santa Maria Public Works Department Standard Specifications and Drawings (adopted by the City of Guadalupe on June 23, 2009, pursuant to Resolution No. 2009-24).
- L. **Standard Specifications**. Where reference is made to the Standard Specifications, the reference shall be to the State of California Department of Transportation Standard Specifications, 2018, or the latest edition thereof.
- M. **Standard Plans**. Where reference is made to the Standard Plans, the reference shall be to the State of California Department of Transportation Standard Plans, 2018, or the latest edition thereof.
- N. **Days**. Unless otherwise designated, days as used in the Contract Documents will be understood to mean working days.
- O. **Liquidated Damages**. The amount prescribed in the Specifications to be paid to the City, or to be deducted from any payments due or to become due Contractor, for each day's delay in completing the Work beyond the time allowed in the Specifications.
- P. **City Engineer**. The City Engineer of the City of Guadalupe, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.
- Q. **Inspector**. An authorized representative of the City of Guadalupe assigned by the City to make inspection of work performed or material supplied by Contractor.
- R. **Superintendent**. The executive representative of Contractor present on the work at all times during progress, authorized to receive and fulfill instructions from the City Engineer.
- S. **Design Engineer**. That individual or firm responsible for the design of the project, when the design is not by the City Engineer.
- T. **Legal Holidays**.

January 1 (New Year's Day)
 Third Monday in January (Martin Luther King Day)
 Third Monday in February (Presidents' Day)
 Last Monday in May (Memorial Day)
 July 4 (Independence Day)
 First Monday in September (Labor Day)
 November 11 (Veterans' Day)
 Thanksgiving Day
 Friday following Thanksgiving Day
 December 24 (Christmas Eve)
 December 25 (Christmas Day)

Any public holiday(s) which the President, Governor, or City Council of the City of Guadalupe may proclaim. When a holiday falls on a Saturday, the preceding Friday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed.

Where State Agencies, State Departments or State Officers are referred to in the above-mentioned Standard Specifications and Standard Plans, the comparable City Agency, City Department or City Officer shall be meant thereby for the purposes of these Contract Documents. In particular, intent and meaning shall be interpreted as follows:

STATE, OR COUNTY OR STATE OF CALIFORNIA.....	CITY OF GUADALUPE
DEPARTMENT OR DEPARTMENT OF TRANSPORTATION.....	CITY COUNCIL CITY OF GUADALUPE
DIRECTOR OR DIRECTOR OF TRANSPORTATION.....	DIRECTOR OF PUBLIC WORKS EITHER DIRECTLY OR THROUGH PROPERLY AUTHORIZED AGENT AND CONSULTANTS
ATTORNEY GENERAL	CITY ATTORNEY, CITY OF GUADALUPE

SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 CONTENTS OF PROPOSAL FORMS.

Prospective bidders will be furnished with proposal forms, bound together with this Project Manual, which will refer to the Specifications and Plans for the work to be done.

2-2 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK.

The bidder shall examine carefully the site of the work contemplated, The Plans and Specifications, and the Proposal and Contract forms.. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, and as to the requirements of the Contract Documents.

- (a) Where the City has made investigations of site conditions, including subsurface conditions in areas where work is to be performed under the Contract, or in other areas, some of which may constitute possible local material sources, bidders or contractors may, upon written request, inspect the records of the City as to those investigations subject to and upon the conditions hereinafter set forth. The investigations are made only for the purpose of study and design.
- (b) Where there has been prior construction by the City or other public agencies within the project limits, records of the prior construction that are currently in the possession of the City and which have been used by, or are known to, the designers and administrators of the Project will be made available for inspection by bidders or contractors, upon written request, subject to the conditions hereinafter set forth. The records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, Project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.
- (c) Inspection of the records of investigations and Project records may be made at the office of the City Engineer. The records of investigations and Project records are not a part of the Contract and are available solely for the convenience of the bidder or contractor. It is expressly understood and agreed that the City assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the investigations thus made, the records thereof, or of Project records, or of the interpretations set forth therein or made by the City in its use thereof and there is no warranty or guaranty, either express or implied, that the conditions indicated by the investigations or records are representative of those existing in or throughout those areas, or any part thereof, or that unlooked-for developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.
- (d) In some instances, information considered by the City to be of possible interest to bidders or contractors has been compiled as "Materials Information." The "Materials Information" is not a part of the Contract and is furnished solely for the convenience of bidders or contractors. It is understood and agreed that the fact that the City has compiled information as "Materials Information" and has exhibited or furnished to the bidders or contractors the "Materials Information" shall not be construed as a warranty or guaranty, express or implied, as to the completeness or accuracy of the compilations and the use of the "Materials Information" shall be subject to all of the conditions and limitations set forth herein.
- (e) When contour maps were used in the design of the Project, the bidders may inspect those maps, and if available, they may obtain copies for their use.
- (f) The availability or use of information described herein is not to be construed in any way as a waiver of the provisions of the first paragraph in this Section 2. and a bidder or contractor is cautioned to make any independent investigation and examination as they deem necessary to be satisfied as to conditions to be encountered in the performance of the work and, with respect to possible local material sources, the quality

and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Specifications.

- (g) No information derived from the inspection of investigations or compilation thereof made by the City or from the Architect, or the Architect's assistants, will in any way relieve the bidder or contractor from any risk or from properly fulfilling the terms of the Contract.

2-3 APPROXIMATE ESTIMATE.

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

2-4 PROPOSAL FORMS.

The City will furnish to each bidder a standard proposal form, which, when filled out and executed may be submitted as that bidder's bid. Bids not presented on forms so furnished, and copies or facsimiles of the bidder's completed and executed proposal forms submitted, as a bid will be rejected.

All proposal forms shall be obtained from the office of the Building Department, City of Guadalupe, 918 Obispo Street, Guadalupe, California 93434 as designated in the Notice to Contractors.

2-5 PREPARATION AND SUBMISSION OF BIDS.

- (a) All Bids shall be submitted on the City furnished proposal forms. The proposal shall be submitted as directed in the Notice to Contractors under sealed cover plainly marked as a proposal and identifying the project to which the proposal relates and the date of the bid opening therefor. Proposals that are not properly marked may be disregarded.
- (b) All bid Items and statements shall be properly filled out. The proposal shall set forth the item prices and totals, in clearly legible figures, in the respective spaces provided, and shall be signed by the bidder in longhand, who shall fill out all blanks in the proposal form as therein required.
- (c) Bids shall not contain any recapitulations of the Work. Alternative Bids will not be received or considered unless required by the Contract Documents. No oral, telegraphic, or telephonic Proposals or modifications will be considered.
- (d) Each Bid shall be accompanied by the prescribed bid and other required documents.
- (e) Delivery of Bids shall comply with the Notice to Contractors as to place, date, and time. Bids and bid security shall be enclosed in a sealed opaque envelope bearing the title of the Work and the name of the bidder.
- (f) Prices, wording, and notations must be in ink or typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person or persons signing the Bid.

2-6 INTERPRETATIONS.

Should any bidder find discrepancies or omissions in the Contract Documents, or if there should be doubt as to the true meaning of any part thereof, the bidder shall at once submit a written request for correction, clarification, or interpretation to the City Engineer. Such requests shall be submitted at least six days prior to the date fixed for the opening of Bids.

- (a) If the City determines the Contract Documents require changes, correction, clarification, or interpretation prior to the receipt of Bids, an appropriate bulletin or Addendum will be issued. All addenda so issued shall become part of the Contract Documents.
- (b) The City, its officers, employees, and agents shall not be responsible for any changes, instructions, clarifications, interpretations, or other information pertaining to the Contract Documents given to bidders during the bidding period in any manner other than written addenda.

2-7 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.

Each Proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

- (a) A sheet for listing the subcontractors, as required herein, is included in the "Proposal" book.

2-8 DESIGN ENGINEERS MAY NOT BID ON CONSTRUCTION CONTRACT.

No engineering or architectural firm that has provided design services for a project shall be eligible to submit a Proposal for the Contract to construct the Project nor to subcontract for any portion of the work. The ineligible firms include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm that is subject to the control of the same persons, through joint ownership or otherwise.

2-9 REJECTION OF PROPOSALS.

Proposals may be rejected if they have been transferred to another bidder, or if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

- (a) When Proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf or a member of a partnership, a "Power of Attorney" must be on file with the City prior to opening bids or shall be submitted with the Proposal; otherwise, the Proposal may be rejected as irregular and unauthorized.

2-10 PROPOSAL GUARANTY.

All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

- (a) Cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the City of Guadalupe.
- (b) The security shall be in an amount equal to at least 10 percent of the amount bid. A bid will not be considered unless one of the forms of bidder's security is enclosed with it.
- (c) The contractor shall use the bidder's bond form found in this Project Manual when bidding on the project. The bidder's bond form shall be properly filled out and executed. (Note: this form may be reproduced for transmittal to the surety for execution and attached to the front of the original bid bond form.)
- (d) Surety shall be listed in the Current Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California published by the Department of Insurance, State of California, or successor publication.

2-11 WITHDRAWAL OF PROPOSALS.

Any bid may be withdrawn at any time prior to the date and time fixed for the opening of bids only by written request for the withdrawal of the bid filed at the location at which the City received the bid. The request shall be executed by the bidder or the bidder's duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed for the opening of bids.

2-12 PUBLIC OPENING OF PROPOSALS.

Proposals will be opened and read publicly at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-13 RELIEF OF BIDDERS.

Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the City written notice within five (5) working days (excluding Saturdays, Sundays, and state holidays) after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2-14 DISQUALIFICATION OF BIDDERS.

More than one Proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Proposal for the work contemplated may cause the rejection of all Proposals in which that individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the bidders any or all Proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected.

2-15 MATERIAL GUARANTY.

The successful bidder may be required to furnish a written guaranty covering certain items of work for varying periods of time from the date of acceptance of the Contract. The work to be guaranteed, the form, and the time limit of the guaranty will be specified in The Specifications. The guaranty shall be signed and delivered to the City of Guadalupe before acceptance of the Contract. Upon completion of the Contract the amounts of the 2 Contract bonds required in Article B, Paragraph 2, "Contract Bonds," may be reduced to conform to the total amount of the Contract bid prices for the work to be guaranteed, and this amount shall continue in full force and effect for the duration of the guaranty period. The payment bond shall not be reduced until the expiration of the time required by Section 3249 of the Civil Code.

2-16 ADDENDA AND BULLETINS.

Full consideration shall be given to all addenda in the preparation of Bids, as addenda form a part of the Contract Documents. Bidders shall verify the number of addenda issued, if any, and acknowledge the receipt of all addenda by filling in the Addendum number in the space provided on the signature page of the Proposal. Failure to so acknowledge may cause the Bid to be rejected as not responsive.

- (a) The City may issue bulletins to advise bidders of changed requirements. All bulletins shall be incorporated into or confirmed by subsequent addenda. Such addenda may modify previously issued bulletins.

2-17 QUALIFICATIONS OF BIDDERS.

- (a) All bidders must be currently licensed as contractors according to the laws of the State and legal jurisdiction of the place where the Work is located before contract award. All bidders are required to complete the Contractor's Licensing Statement included with the proposal forms.
- (b) No person, organization, or corporation is allowed to make, submit, or be interested in more than one Bid for the Work unless in a sub contractual relationship with respect to the Bids or unless Alternative Bids are required. A person, organization, or corporation submitting sub-Proposals or quoting prices or materials to bidders is not prevented from submitting a Bid for the entire Work.

2-18 TRADE NAMES AND ALTERNATIVES.

Requests for any "or equal" substitutions regarding a material, product, thing, or service shall be made in writing before contract award. After submitting a substitution request, the contractor shall have ten (10) days for the submission of data substantiating the request for substitution per section 6-1.05 of the Standard Specifications. All "or equal" substitutions shall be approved in writing.

SECTION 3 AWARD & EXECUTION OF CONTRACT

3-1 AWARD OF CONTRACT.

The right is reserved to reject any and all proposals. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Bids will be compared by the Total Mathematical Bid as determined by the Engineer. The Total Mathematical Bid is the summation of all required bid items, excluding bid alternates. Bid items are calculated by multiplying the Engineers Estimate quantities by the unit bid prices. In the case of a discrepancy between the Total Mathematical Bid and the total bid written, the Total Mathematical Bid shall govern.

The award of the bid, if made, will be made within 35 days after the opening of the Proposal and reviewing all "or equal" requests for substitutions. This period will be subject to extension for such further period as may be agreed upon in writing between the City and the bidder concerned.

3-2 EXECUTION OF CONTRACT.

The contract shall be signed by the successful bidder and returned, together with the contract bonds, public liability and property damage insurance, and all other documentation required by the Contract Documents, within 15 days after the bidder has received the contract for execution.

3-3 CONTRACT BONDS.

The successful bidder shall furnish, at the time of execution of the contract for work, and at his/her own expense, the two (2) bonds required by the State Contract Act. One bond shall secure the payment of the claims of laborers, mechanics, or material men employed on the work under the contract. The other bond shall guarantee the faithful performance of the contract. Sureties on each of said bonds shall be satisfactory to the City Attorney.

- (a) Each of the two (2) bonds shall be in a sum equal to at least one hundred percent (100%) of the contract price.
- (b) All alterations, extensions of time, extra and additional work, and other changes authorized by the Contract Documents may be made without securing the consent of the surety or sureties on the contract bonds.

3-4 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, and subcontractors. CONTRACTOR must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. AGENCY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

- (a) Coverage shall be at least as broad as:
 - i. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
 - ii. Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).
 - iii. Workers Compensation insurance as required by the State of California and Employer's Liability Insurance.

(b) Contractor shall maintain limits not less than:

General liability insurance: CONTRACTOR shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a \$2,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance: CONTRACTOR shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Umbrella or excess liability insurance: CONTRACTOR shall obtain and maintain an umbrella or excess liability insurance that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrence of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(c) Deductibles: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its trustees, officers, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- i. Additional Insured Status: policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- ii. Primary/Noncontributing: Coverage provided by CONTRACTOR shall be primary and any insurance or self-insurance procured or maintained by AGENCY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AGENCY before the AGENCY's own insurance or self-insurance shall be called upon to protect it as a named insured.
- iii. Notice of cancellation: CONTRACTOR agrees to oblige its insurance agent or broker and insurers to provide to AGENCY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

- iv. Waiver of Subrogation: All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against AGENCY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AGENCY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (e) Acceptable Insurers: All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the AGENCY's risk manager
- (f) Evidence of Coverage: CONTRACTOR shall provide certificates of insurance to AGENCY as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by AGENCY's risk manager prior to commencement of performance. Current certification of insurance shall be kept on file with AGENCY at all times during the term of this contract. AGENCY reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (g) Subcontractors Covered: Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage and limits for subcontractors shall be subject to all the requirements stated herein.
- (h) Products/Completed Operations: Coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The AGENCY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.
- (i) Agency's Rights of Enforcement: In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR or AGENCY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, AGENCY may cancel this Agreement.
- (j) Enforcement of Contract Provisions (non estoppel): CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the AGENCY to inform CONTRACTOR of non-compliance with any requirement imposes no additional obligations on the AGENCY nor does it waive any rights hereunder.
- (k) Requirements not Limiting: Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONTRACTOR maintains higher limits than the minimums shown above, the AGENCY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the AGENCY.
- (l) Prohibition of Undisclosed Coverage Limitations: None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to AGENCY and approved of in writing.
- (m) Separation of Insureds: A severability of interests provision must apply for all additional insureds ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit

is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

- (n) Pass Through Clause. CONTRACTOR agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by CONTRACTOR, provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONTRACTOR agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to AGENCY for review.
- (o) Agency's Right to Revise Requirements: The AGENCY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90) day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the AGENCY and CONTRACTOR may renegotiate CONTRACTOR's compensation.
- (p) Self-insured Retentions: Any self-insured retentions must be declared to and approved by AGENCY. AGENCY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by AGENCY.
- (q) Timely Notice of Claims: CONTRACTOR shall give AGENCY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- (r) Additional Insurance: CONTRACTOR shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Work.

3-5 FAILURE TO EXECUTE CONTRACT.

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract and file acceptable bonds as provided herein within ten (10) days, not including Saturdays, Sundays and legal holidays, after that bidder has received the contract for execution shall be just cause for the forfeiture of the Proposal guaranty. The successful bidder may file with the City Clerk a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time hereinbefore prescribed.

3-6 RETURN OF PROPOSAL GUARANTEES.

The Proposal guaranties accompanying the Proposals of the first, second and third lowest responsible bidders will be retained until the contract has been finally executed, after which those Proposal guaranties, except bidders' bonds and any guaranties which have been forfeited, will be returned to the respective bidders whose Proposals they accompany. The Proposal guaranties, other than bidder's bonds, submitted by all other unsuccessful bidders will be returned upon determination, by the City, of the first, second and third lowest responsible bidders.

3-7 BIDDING PROTECT PROCEDURES

A. Time for submitting Protests

1. A protest regarding bidding documents shall be submitted in writing by the protesting bidder to the City so that the protest is received five (5) days before the day scheduled for bid opening.
2. A protest regarding bid opening procedures, bids, of the selection of the successful bidder shall be

submitted in writing, by the protesting bidder to the City, so that the protest is received within seven (7) days after bid opening.

B. Protests shall include a clear detail of the reason for the protest and the remedies sought by the bidder submitting the protest.

C. The City will issue a response within twenty (20) days after receipt of protest.

SECTION 4 PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

4-1 GENERAL.

Attention is directed to the provisions in Section 8, "Prosecution and Progress" of the Standard Specifications, and these special provisions

4-2 COMMENCEMENT OF WORK.

The Contractor shall begin work within ten (10) working days after the date of the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of the Time of Contract shown on the cover of the Project Manual.

The Contractor shall notify the Engineer, in writing, of the Contractor's intent to begin work at least 72 hours before work is begun. The notice shall be delivered to the Engineer and shall specify the date the Contractor intends to start.

4-3 LIQUIDATED DAMAGES.

It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days expressed in the contract, damage will be sustained by the City, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of the delay; and it is therefore agreed that the Contractor will pay to the City, the sum of **\$1,500.00 per day**, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the number of working days specified, the Engineer shall have the right to increase the number of working days or not, as the Engineer may deem best to serve the interest of the City, and if the Engineer decides to increase the number of working days, the Engineer shall further have the right to charge to the Contractor, or the Contractor's heirs, assigns or sureties and to deduct from the final payment for the work all or any part, as the Engineer may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of the extension, except that cost of final surveys and preparation of final estimate shall not be included in the charges.

No extension of time will be granted for a delay caused by a shortage of materials unless the Contractor furnishes to the Engineer documentary proof that the Contractor has made every effort to obtain the materials from all known sources within reasonable reach of the work in a diligent and timely manner, and further proof in the form of supplementary progress schedules, that the inability to obtain the materials when originally planned, did in fact cause a delay in final completion of the entire work which could not be compensated for by revising the sequence of the Contractor's operations. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment that are standard items and are to be incorporated in the work. The term "shortage of materials," shall not apply to materials, parts, articles or equipment that are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the contract. Only the physical shortage of material will be considered under these provisions as a cause for extension of time. Delays in obtaining materials due to priority in filling orders will not constitute a shortage of materials.

If the Contractor is delayed in completion of the work by reason of changes made under Section 5, "Control of the Work," of the Standard Specifications, or by any act of the Engineer or of the City, not contemplated by the contract, an extension of time commensurate with the delay in completion of the work thus caused will be granted and the

Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by that extension of time; provided that the Contractor shall notify the Engineer in writing of the causes of delay within 15 days from the beginning of the delay. The Engineer shall ascertain the facts and the extent of the delay, and the Engineer's findings thereon shall be final and conclusive.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work in excess of that expressly provided for in this Section 4-3.

4-4 PRE-CONSTRUCTION CONFERENCE.

Prior to the issuance of the Notice to Proceed, a pre-construction conference may be held at the discretion of the City Engineer at Guadalupe City Hall for the purpose of discussing with the Contractor the scope of work, Plans, Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major sub-contractors.

4-5 PROGRESS SCHEDULE

The Contractor shall submit a detailed CPM schedule to the Engineer one week before the Pre-Construction Meeting. The Contractor shall make revisions as required by the Engineer. Upon acceptance by the Engineer the schedule will become the accepted Construction Schedule. An accepted schedule is required before work may proceed. The schedule shall show the Work spread over the entire contract time available for construction.

The Contractor shall revise and update the Construction Schedule on or before the twentieth of each month showing the status of work actually completed during the preceding estimate period. The Contractor shall submit to the Engineer one (1) printed copy of the revised Construction Schedule with his/her monthly progress payment request for that period. The schedule shall indicate the controlling items of work for each phase of the project. Preparation and updating of Construction Schedule shall be performed at Contractor's sole expense.

Failure by the Contractor to submit updated or revised Construction Schedules when required may prevent acceptance of progress payment requests by the Engineer until such updated or revised Construction Schedules have been submitted for review and have been accepted by the Engineer.

If the Contractor has fallen behind the accepted Construction Schedule by more than fifteen (15) percentage points based on earned progress payments, the Contractor shall take steps, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of work, and/or amount of construction equipment until such time as the Work is back on schedule. He/she shall also submit for review no later than the next request for partial payment, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the rate of progress will be regained. All cost required to bring the Project back on schedule shall be borne by the Contractor without additional cost to the Agency.

If the Contractor falls behind the accepted construction schedule, as modified by such time extensions as may have been granted by the City for unavoidable delays, by more than thirty-five (35) percentage points based on earned progress payments, he/she shall be deemed in material breach of Contract and the Work may be turned over to the surety for completion within the scheduled time.

4-6 DISPUTES AND CLAIMS

GENERAL

Any and all decisions made on appeal pursuant to this Subsection 4-6 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 4-6 which is not in writing shall not be binding upon the Agency and should not be relied upon the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his duty to file the notice required under this Subsection or other duties required by the contract documents.

NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified, provided, however, that compliance with this Subsection shall not be a prerequisite as to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the Engineer prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection that differences between the parties arising under and by the virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

SECTION 5 (Not Used)

**SECTION 6
ADDITIONAL PROVISIONS AND NOTICES
REQUIRED BY STATE LAW**

6-1 GENERAL.

This section contains additional provisions and notices required to be included in contracts for public works projects entered into by the City that are not covered in other sections of these special provisions.

6-2 WORKING HOURS.

The Contractor shall comply with all applicable provisions of Section 1810 to 1815, inclusive, of the California Labor Code relating to working hours. The Contractor shall as a penalty to the City, forfeit \$50.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of 8 hours at not less than 1-1/2 times the basic rate of pay.

6-3 TRAVEL AND SUBSISTENCE PAY.

- (a) As required by Section 1773.1 of the California Labor Code the Contractor shall pay travel and subsistence payments to each workman needed to execute the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- (b) To establish such travel and subsistence payments, the representative of any craft, classification, or type of workman needed to execute the contracts shall file with the Department of Industrial Relations fully executed copies of collective bargaining agreements for the particular craft, classification or type of work involved. Such agreements shall be filed within 10 days after their execution and thereafter shall establish such travel and subsistence payments whenever filed 30 days prior to the call for bids.

6-4 PROTECTION OF WORKERS IN TRENCH EXCAVATIONS.

As required by Section 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the City or by a registered Civil or Structural Engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered Civil or Structural Engineer employed by the Contractor, and all costs shall be considered as included in the Contract items of work designated in the Engineer's Estimate and no other additional compensation shall be allowed therefor. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City, the Architect, nor any of their officers, agents, representatives, or employees.

6-5 DAMAGE RESULTING FROM CERTAIN ACTS OF GOD.

As provided in Section 7105 of the California Public Contract Code, the Contractor shall not be responsible for the cost of repairing or restoring damage to the Work which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the Work damaged was built in accordance with accepted and applicable building standards and the Plans and specifications of the City. The Contractor shall obtain insurance to indemnify the City for any damage to the Work caused by an act of God if the insurance premium is a separate bid item in the bidding schedule for the Work. For purposes of this section, the term "acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of

a magnitude of 3.5 on the Richter Scale, and tidal waves.

6-6 CONCRETE FORMS, FALSE WORK, AND SHORING.

The Contractor shall comply fully with the requirements of Section 1717 of the Construction Safety Orders, State of California, Department of Industrial Relations, regarding the design of concrete forms, FALSE WORK, and shoring and the inspection of same prior to placement of concrete. Where the said Section 1717 requires the services of a civil engineer registered in the State of California to approve design calculations and working drawings of the FALSE WORK or shoring system, or to inspect such system prior to placement of concrete, the Contractor shall employ a registered civil engineer for these purposes, and all costs therefor shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents.

6-7 SUBMISSION OF BIDS; AGREEMENT TO ASSIGN.

In accordance with Section 4552 of the Government Code, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

6-8 PUBLIC WORKS CONTRACTS; ASSIGNMENT TO AWARDING BODY.

In accordance with Section 4551 of the Government Code, the Contractor and subcontractor shall conform to the following requirements. In entering into a public works contract or a subcontract to supply goods, services, or material pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials pursuant to the public works contract of the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

6-9 REMOVAL, RELOCATION OR PROTECTION OF EXISTING UTILITIES.

In accordance with the provisions of Section 4215 of the Government Code, the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by failure of the public agency or owner of the utility to provide for the removal or relocation of such utility facilities.

6-10 SUBSTITUTION OF SECURITIES.

Retainage from Monthly Payments: Pursuant to Section 22300 of the Public Code, the Contractor may substitute securities for any money withheld by the Owner to insure performance under the contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City or with a state or federally chartered bank as the escrow agent, who shall return such securities to the Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City in accordance with the provisions of Section 4590. The City will not certify that the contract has been satisfactorily completed until at least 50 calendar days after filing by the City of a Notice of Completion. Securities eligible for investment under Section 22300 of the Public Contract Code shall be limited to those listed in Section 16430 of the Government Code and to bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City.

6-11 LISTING OF SUBCONTRACTORS.

As required under the provisions of Section 4104 et seq of the California Public Contract Code, any person making a bid or offer to perform the work, shall in his or her bid or offer, set forth: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement in an amount in excess of one-half of 1 percent of the prime contractor's total bid; (b) the name and location of the place of business of each subcontractor licensed by the State of California who, under subcontract to the primary contractor specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in , in an amount in excess of one-half of 1 percent of the prime contractor's total bid; (c) The portion of the work which will be done by each such subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion of the work as itemized on the "List of Subcontractors," included in the Proposal.

6-12 BIDS FOR TRENCHING AND EXCAVATION WORK.

In accordance with the provisions of Section 6707 of the California Labor Code, whenever the state, a county, city and county, or city issues a call for bids for the construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavation, which are five feet deep or deeper, such call shall specify that each bid submitted in response thereto shall contain, as a bid item, adequate sheeting, shoring, and bracing or equipment method, for the protection of life or limb, which shall conform to applicable safety orders.

6-13 STATE WAGE DETERMINATION.

- (a) As required by Sections 1770 and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the office of the City Engineer, which copies shall be made available to any interested party on request. The Contractor shall post a copy of such determination at each job site.
- (b) As provided in Section 1775 of the California Labor Code, the Contractor shall, as a penalty to the City, forfeit at least \$50.00 for each calendar day, or portion thereof, for each worker paid less than the State General Prevailing Wage Rates as determined by the Director of the Department of Industrial Relations or such work or craft in which such worker is employed for any public work done under the contract by it or by any subcontractor under it.

6-14 PAYROLL RECORDS; RETENTION; INSPECTION; NONCOMPLIANCE PENALTIES; RULES AND REGULATIONS.

- (a) As required under the provisions of Section 1776 of the California Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated herein, shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

A certified copy of all payroll records enumerated herein, shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

A certified copy of all payroll records enumerated herein, shall be made available upon request by the

public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

- (c) Each Contractor shall file a certified copy of the records, enumerated herein, with the entity that requested the records within 10 days after receipt of a written request.

Any copy of records made available for inspection and copies furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standard, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

- (d) The Contractor shall inform the body awarding the Contract of the location of the records enumerated herein, including the street address, city and county, and shall, within 5 working days, provide a notice of change of location and address.

- (e) In the event of noncompliance with the requirements of this Article, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this Article. Should noncompliance still be evident after the 10-day period, the Contractor shall, as a penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit \$50.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Responsibility for compliance with these Paragraphs lies with the Contractor.

- (f) 5% retention is to be subtracted from each invoice, to be paid to the contractor 35 days after the Notice of Completion is recorded with the County of Santa Barbara.

6-15 APPRENTICES.

Attention is directed to Sections 1777.5 and 1777.6 and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. To insure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, the Contractor (and subcontractor) should, where some question exists, contact the Division of Apprenticeship Standards prior to commencement of the work. Responsibility for compliance with this Paragraph lies with the Contractor. The Owner policy is to encourage the employment and training of apprentices on its construction contracts as may be permitted under local apprenticeship standards.

6-16 WORKERS COMPENSATION.

- (a) In accordance with the provisions of Section 1860 of the California Labor Code, the Contractor's attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his or her employees.
- (b) In accordance with the provisions of Section 1861 of the California Labor Code, each contractor to whom a public works contract is awarded shall sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Full compensation for conforming to the provisions in Section 6, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

SECTION 7 MISCELLANEOUS

7-1 LABOR NON-DISCRIMINATION.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.”

7-2 NIGHT, SATURDAY, SUNDAY, AND HOLIDAY WORK.

No work shall be performed at night, on Saturdays, Sundays, or on legal holidays, except with the permission of the City Engineer and in accordance with such regulations, as they shall furnish in writing. Before performing any work at said times, the Contractor shall give written notice to the City Engineer so that proper inspection may be provided. "Night," as used in this paragraph, shall be deemed to include the hours from 5:00 p.m. to 7:00 a.m., of the next succeeding day.

7-3 (Not Used)

7-4 PARTIAL AND FINAL PAYMENT.

The retained percentage or security will be held by the City and will be due and payable to the Contractor fifty (50) days after final acceptance of the work by the City Council and/or City Administrator.

7-5 (Not Used)

7-6 HAZARDOUS WASTE IN EXCAVATION.

In accordance with Section 7104 of the Public Contract Code, the Contractor shall comply fully with the following requirements:

- (a) The Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

Material encountered in excavation that the Contractor has reason to believe may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be moved to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

Subsurface of any latent physical conditions at the site differing from those indicated.

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.

- (b) That 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 time required for, performance of any part of the work shall issue a change order under the procedures described in the Contract
- (c) That 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 that pertain to the resolution of disputes between the contracting parties.

7-7 PROJECT APPEARANCE.

The Contractor shall maintain a neat appearance to the work.

- (a) During construction, the Contractor shall keep the work site, areas adjacent to the work site, and streets and alleys in an orderly condition, free and clear from debris and discarded materials.
- (b) Broken concrete, trench spoil, or other debris developed during construction shall be disposed of concurrently with its removal. If stock piling is necessary it shall be done only at the approval of the City Engineer, but in no case shall the debris remain for more than one week.

7-8 DISPOSAL OF EXCESS MATERIAL.

All material determined to be excess by the Engineer becomes property of the Contractor, unless otherwise indicated in these special provisions. All material approved for disposal at the City's Sanitary Landfill is subject to payment of current fees.

The Contractor shall obtain all applicable permits from the County of Santa Barbara for the dumping of materials outside the City Limits of Guadalupe.

7-9 CLEANUP AND DUST CONTROL.

Cleanup and dust control shall conform to Standard Specifications and these special provisions.

- (a) The Contractor shall apply water in amounts and at intervals as directed by the Engineer. The water supply vehicle and an operator shall be available within one hour's notice on Saturdays, Sundays, and holidays to perform dust control work. If the Contractor is not available for dust control measures, the City of Guadalupe will arrange for the work to be performed by others and will deduct all equipment, labor, and material costs thereof from the Contract amount.

7-10 GUARANTEE.

The Contractor shall be responsible for the repair or replacement of latent defects in workmanship or materials for a period of one year from the date of filing of the Notice of Completion.

7-11 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

- (a) The Contractor shall be responsible for the protection and the restoration or replacement of any improvements existing on public or private property at the start of work or placed there during the progress

of work and not specified or shown on the Plans to be permanently removed. Existing improvements shall include, but are not limited to, curbs, gutters, cross-gutters, sidewalks, driveways, lawns, sprinkler systems, shrubs, trees, fences, and walls. All existing improvements shall be reconstructed to equal or better than the existing improvements removed.

In submitting a bid, the Contractor will be deemed to have carefully examined the site of the work and to have acquainted himself with all conditions relating to the protection and restoration of existing improvements. The City of Guadalupe does not guarantee that all improvements are shown on the Plans, and it shall be the Contractor's responsibility to provide in his bid for the protection and restoration of all existing improvements except those otherwise specified herein.

- (b) All curbs, gutters, sidewalks, and driveways shall be removed and replaced to the next joint or score line beyond the actually damaged or broken sections; or in the event that joints or score lines do not exist or are three or more feet from the removed or damaged section, the damaged portions shall be removed and reconstructed to neat, plane faces. All new concrete shall match, as nearly as possible, the appearance of adjacent concrete improvements.

7-12 UTILITIES.

Utilities shall conform to the relevant provisions in the Standard Specifications and these special provisions.

- (a) Utilities for the purpose of these special provisions shall be considered as including, but not limited to: pipelines, conduits, transmission lines, and appurtenances of "Public Utilities" (as defined in the Public Utilities Act of the State of California) and those of private industry, businesses, or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, and traffic signal systems. The City of Guadalupe has, by a search of known records, endeavored to locate and indicate on the Plans all utilities that exist within the limits of the work. However, the accuracy or completeness of the utilities indicated on the Plans is not guaranteed. Service connections to an adjacent property may or may not be shown on the Plans. It shall be the responsibility of the Contractor to determine the exact location of all utilities and their service connections. The Contractor shall make his own investigation as to the location, type, kind of material, age, and condition of existing utilities and their appurtenances and service connections which may be affected by the contract work; and, in addition, he shall notify the City as to any utilities, appurtenances, and service connections located by him which have been incorrectly shown on or omitted from the Plans.
- (b) The Contractor shall notify the owners of all utilities at least two working days in advance of excavation around any of their structures. At the completion of the contract work, the Contractor shall leave all utilities and appurtenances in a condition satisfactory to the owners and the City of Guadalupe.

7-13 (Not Used)

7-14 SUBMITTALS.

7-1.14.A GENERAL- Submittals covered by these requirements include manufacturers information, shop drawings, test procedures, test results, samples, requests for substitutions, and miscellaneous work-related submittals. Submittals shall also include, but not be limited to, all mechanical, electrical and electronic equipment and systems, materials, reinforcing steel, fabricated items, and piping and conduit details. The Contractor shall furnish all drawings, specifications, descriptive data, certificates, samples, tests, methods, schedules, and manufacturer's installation and other instructions as specifically required in the Contract Documents to demonstrate fully that the materials and equipment to be furnished and the methods of work comply with the provisions and intent of the Contract Documents.

7-1.14.B CONTRACTOR'S RESPONSIBILITIES-The Contractor shall be responsible for the accuracy and completeness of the information contained in each submittal and shall assure that the material,

equipment or method of work shall be as described in the submittal. The Contractor shall verify that all features of all products conform to the specified requirements. Submittal documents shall be clearly edited to indicate only those items, models, or series of equipment, which are being submitted for review. All extraneous materials shall be crossed out or otherwise obliterated. The Contractor shall ensure that there is no conflict with other submittals and notify the Engineer in each case where his submittal may affect the work of another contractor or the City. The Contractor shall coordinate submittals among his subcontractors and suppliers

7-1.14.C The Contractor shall coordinate submittals with the work so that work will not be delayed. He shall coordinate and schedule different categories of submittals, so that one will not be delayed for lack of coordination with another. **No extension of time will be allowed because of failure to properly schedule submittals.** The Contractor shall not proceed with work related to a submittal until the submittal process is complete. This requires that submittals for review and comment shall be returned to the Contractor stamped "No Exceptions Taken" or "Make Corrections Noted."

7-1.14.D The Contractor shall certify on each submittal document that he has reviewed the submittal, verified field conditions, and complied with the Contract Documents

7-1.14.E The Contractor may authorize in writing a material or equipment supplier to deal directly with the Engineer or with the City with regard to a submittal. These dealings shall be limited to contract interpretations to clarify and expedite the work.

7-1.14.F CATEGORIES OF SUBMITTALS

7-1.14.F(1) GENERAL- Submittals fall into two general categories; submittals for review and comment, and submittals which are primarily for information only. Submittals that are for information only are generally specified as PRODUCT DATA in applicable specification sections.

7-1.14.F(2) SUBMITTALS FOR REVIEW AND COMMENT- All submittals except where specified to be submitted as product data for information only shall be submitted by the Contractor to the Engineer for review and comment

7-1.14.F(3) SUBMITTALS (PRODUCT DATA) FOR INFORMATION ONLY- Where specified, the Contractor shall furnish submittals (product data) to the Engineer for Information only.

7-1.14.G TRANSMITTAL

7-1.14.G(1) GENERAL- Unless otherwise specified, submittals regarding material and equipment shall be accompanied by a transmittal form approved by the Engineer. A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXX"; where "XXX" is the sequential number assigned by the Contractor. Re-submittals shall have the following format: "XXX-Y"; where "XXX" is the originally assigned submittal number and "Y" is a sequential letter assigned for re-submittals, i.e., A, B, or C being the 1st, 2nd, and 3rd re-submittals, respectively. Submittal 25B, for example, is the second re-submittal of submittal 25.

7-1.14.G(2) DEVIATION FROM CONTRACT- If the Contractor proposes to provide material, equipment, or method of work which deviates from these Special Provisions, he shall indicate so under "deviations" on the transmittal form accompanying the submittal copies.

7-1.14.G(3) SUBMITTAL COMPLETENESS- Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

7-1.14.H REVIEW PROCEDURE

7-1.14.H(1)GENERAL- Submittals are specified for those features and characteristics of materials, equipment, and methods of operation which can be selected based on the Contractor's judgment of their conformance to the specified requirements. Other features and characteristics are specified in a manner which enables the Contractor to determine acceptable options without submittals. The review procedure is based on the Contractor's guarantee that all features and characteristics not requiring submittals conform as specified. Review shall not extend to means, methods, techniques, sequences or procedures of construction, or to verifying quantities, dimensions, weights or gages, or fabrication processes (except where specifically indicated or required by these Special Provisions) or to safety precautions or programs incident thereto. Review of a separate item, as such, will not indicate approval of the assembly in which the item functions.

7-1.14.H(2) When the Contract Documents require a submittal, the Contractor shall submit 5 copies of all submitted information plus one reproducible original of all information shall be transmitted with submittals for review and comment.

7-1.14.H(3)SUBMITTALS FOR REVIEW AND COMMENT- Unless otherwise specified, within 10 calendar days after receipt of a submittal for review and comment, the Engineer shall review the submittal and return **3 copies** of the marked-up reproducible original noted in 1 above. The Engineer will retain the reproducible original. The returned submittal shall indicate one of the following actions:

7-1.14.H(3)a) If the review indicates that the material, equipment or work method complies with these Special Provisions, submittal copies will be marked "NO EXCEPTIONS TAKEN." In this event, the Contractor may begin to implement the work method or incorporate the material or equipment covered by the submittal.

7-1.14.H(3)b) If the review indicates limited corrections are required, copies will be marked "MAKE CORRECTIONS NOTED." The Contractor may begin implementing the work method or incorporating the material and equipment covered by the submittal in accordance with the noted corrections. Where submittal information will be incorporated in O&M data, a corrected copy shall be provided.

7-1.14.H(3)c) If the review reveals that the submittal is insufficient or contains incorrect data, copies will be marked "AMEND AND RESUBMIT." Except at his own risk, the Contractor shall not undertake work covered by this submittal until it has been revised, resubmitted and returned marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."

7-1.14.H(3)d) If the review indicates that the material, equipment, or work method does not comply with these Special Provisions, copies of the submittal will be marked "Rejected - See Remarks." Submittals with deviations that have not been identified clearly may be rejected. Except at his own risk, the Contractor shall not undertake the work covered by such submittals until a new submittal is made and returned marked either "No Exceptions Taken" or "Make Corrections Noted."

7-1.14.H(4) SUBMITTALS (PRODUCT DATA) FOR INFORMATION ONLY- Such information is not subject to submittal review procedures and shall be provided as part of the work under this contract and its acceptability determined under normal inspection procedures.

7-1.14.I EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS- review of contract drawings, methods of work, or information regarding materials or equipment the Contractor proposes to provide, shall not relieve the Contractor of his responsibility for errors therein and shall not be regarded as an assumption of risks or liability by the Engineer or the City, or by any officer or employee thereof, and the Contractor shall have no claim under the contract on account of the failure, or partial failure, of the method of work, material, or equipment so reviewed. A mark of "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED" shall mean that the City has no objection to the Contractor, upon his own responsibility, using the plan or method of work proposed, or providing the materials or equipment proposed.

SECTION 8 (Not Used)

SECTION 9 EXTRA WORK

9-1.01 EXTRA WORK.

Extra Work shall be paid in accordance with Section 9 of these Special Provisions.

9-1.02 GENERAL.

New or unforeseen work will be classified as "extra work" when the Engineer determines that it is not covered by Contract Unit Prices or Stipulated unit prices.

9-1.03 EXTRA WORK PAYMENT.

When extra work is to be paid for on a force account basis the labor, materials and equipment used in the performance of such work shall be subject to the approval of the Engineer and compensation will be determined as follows:

9-1.03A WORK PERFORMED BY CONTRACTOR. The Contractor will be paid the direct costs for labor, materials and equipment used in performing the work determined as hereinafter provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," except where agreement has been reached to pay in accordance with Section 9-1.03B, "Work Performed by Special Forces or Other Special Services."

To the total of the direct costs computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," there will be added a markup of 33 percent to the cost of labor, 15 percent to the cost of materials, and 15 percent to the equipment rental. A markup for "Home Office Overhead" will not be allowed.

The above markups shall constitute full compensation for all overhead costs which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental." The total payment made as provided above shall be deemed to be the actual cost of such work and shall constitute full compensation therefor.

When extra work is performed by a subcontractor, approved in accordance with the provisions in Section 2-3, "Subcontracts," of the Standard Specifications, an additional markup of 5 percent will be added to the total cost of said extra work including all markups specified in this Section 9-1.03A. Said additional 5 percent markup

shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

9-1.03A(1) LABOR. The Contractor will be paid the cost of labor for the workmen (including foremen when authorized by the Engineer), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

9-1.03A(1a) ACTUAL WAGES. The actual wages paid shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation, and similar purposes.

9-1.03A(1b) LABOR SURCHARGE. To the actual wages, as defined in Section 9-1.03A(1a), will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workmen, other than actual wages as defined in Section 9-1.03A(1a) and subsistence and travel allowance as specified in Section 9-1.03A(1c). Indirect labor costs, including superintendence, shall be considered part of the markup in 9-1.03A.

9-1.03A(1c) SUBSISTENCE AND TRAVEL ALLOWANCE. The actual subsistence and travel allowance paid to such workmen.

9-1.03A(2) MATERIALS. The City reserves the right to furnish such materials as it deems advisable, and the Contractor shall have no claims for costs and markup on such materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of such materials will be the cost to the purchaser, whether Contractor, subcontractor or other forces, from the supplier thereof, except as the following are applicable:

9-1.03A(2a) If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the City notwithstanding the fact that such discount may not have been taken.

9-1.03A(2b) If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to such purchaser, the cost of such materials shall be deemed to be the price paid to the actual supplier as determined by the Engineer plus the actual costs, if any, incurred in the handling of such materials.

9-1.03A(2c) If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of such materials shall not exceed the price paid by the purchaser for similar materials furnished from said source on contract items or the current wholesale price for such materials delivered to the job site, whichever price is lower.

9-1.03A(2d) If the cost of such materials is, in the opinion of the Engineer, excessive, then the cost of such material shall be deemed to be the lowest current wholesale price at which such materials were available in the quantities concerned delivered to the job site, less any discounts as provided in Section 9-1.03A(2a).

9-1.03A(2e) If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier thereof within 60 days after the date of delivery of the material or within 15 days after acceptance of the contract, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which such materials were available in the quantities concerned delivered to the location of the work, less any discounts as provided in Section 9-1.03A(2a).

9-1.03A(3) EQUIPMENT RENTAL. The Contractor will be paid for the use of equipment at the rental rates listed for such equipment in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor, except that for those pieces of equipment with a rental rate of \$10.00 per hour or less as listed in the Labor Surcharge And Equipment Rental Rates publication and which are rented from a local equipment agency, other than Contractor owned, the Contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time used on force account work as provided in Section 9-1.03A(3a), "Equipment on the Work." If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate for such equipment will be established by the Engineer. The Contractor may furnish any cost data, which might assist the Engineer in the establishment of such rental rate. If the rental rate established by the Engineer is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply.

The rental rates paid as above provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Section 9-1.03A(1), "Labor."

All equipment shall, in the opinion of the Engineer, be in good working condition and suitable for the purpose for which the equipment is to be used.

Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

9-1.03A(3a) EQUIPMENT ON THE WORK. The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed, and in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than such extra work.

The following shall be used in computing the rental time of equipment on the work:

- (1) When hourly rates are listed, less than 30 minutes of operation shall be considered to be 1/2 hour of operation.
- (2) When daily rates are listed, less than 4 hours of operation shall be considered to be 1/2 day of operation.

9-1.03A(3b) EQUIPMENT NOT ON THE WORK. For the use of equipment moved in on the work and used exclusively for extra work paid for on a force account basis, the Contractor will be paid the rental rates listed in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental

Rates, which is in effect on the date upon which the work is accomplished and which is a part of the contract, or determined as provided in Section 9-1.03A(3) and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

- (1) The original location of the equipment to be hauled to the location of the work shall be agreed to by the Engineer in advance.
- (2) The State will pay the costs of loading and unloading such equipment.
- (3) The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.
- (4) The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
- (5) The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on such days, and shall terminate at the end of the day on which the Engineer directs the Contractor to discontinue the use of such equipment. The rental time to be paid per day will be in accordance with the following:

<i>Hours Equipment is in Operation</i>	<i>Hours to Be Paid</i>
0	4
0.5	4.25
1	4.5
1.5	4.75
2	5
2.5	5.25
3	5.5
3.5	5.75
4	6
4.5	6.25
5	6.5
5.5	6.75
6	7
6.5	7.25
7	7.5
7.5	7.75
8	8
Over 8	hours in operation

The hours to be paid for equipment, which is operated less than 8 hours due to breakdowns, shall not exceed 8 less the number of hours the equipment is inoperative due to breakdowns. When hourly rates are listed, less than 30 minutes of operation shall be considered to be 1/2 hour of operation. When daily rates are listed, payment for 1/2 day will be made if the equipment is not used. If the equipment is used, payment will be made for one day. The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than 8 hours or if on a daily basis shall not be less than one day.

(6) Should the Contractor desire the return of the equipment to a location other than its original location, the City will pay the cost of transportation in accordance with the above provisions, provided such payment shall not exceed the cost of moving the equipment to the work.

(7) Payment for transporting, and loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for on a force account basis.

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid for on a force account basis and the Engineer determines that such extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the contract, the Engineer may authorize payment for the use of such equipment at equipment rental rates in excess of those listed as applicable for the use of such equipment subject to the following additional conditions:

(1) The Engineer shall specifically approve the necessity for the use of particular equipment on such work,

(2) The Contractor shall establish to the satisfaction of the Engineer that such equipment cannot be obtained from his normal equipment source or sources and those of his subcontractors,

(3) The Contractor shall establish to the satisfaction of the Engineer that the proposed equipment rental rate for such equipment from his proposed source is reasonable and appropriate for the expected period of use.

(4) The Engineer shall approve the equipment source and the equipment rental rate to be paid by the City before the Contractor begins work involving the use of said equipment.

9-1.03A(3c) OWNER-OPERATED EQUIPMENT. When owner-operated equipment is used to perform extra work to be paid for on a force account basis, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Section 9-1.03A(3), "Equipment Rental."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workmen operating similar equipment already on the project or, in the absence of such other workmen, at the rates for such labor established by collective bargaining agreements for the type of workman and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in Section 9-1.03A(1b), "Labor Surcharge."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided in Section 9-1.03A, "Work Performed by Contractor."

9-1.03A(3d) DUMP TRUCK RENTAL. Dump truck rental shall conform to the provisions of Sections 9-1.03A(3), "Equipment Rental," 9-1.03A(3a), "Equipment on the Work," and 9-1.03A(3b), "Equipment not on the Work," except as follows:

Fully maintained and operated rental dump trucks used in the performance of extra work paid for on a force account basis will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing contract item work.

In the absence of contract item work requiring dump truck rental, the Engineer will establish an hourly rental rate to be paid. The Contractor shall provide the Engineer with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.

The provisions in Section 9-1.03A(1), "Labor," shall not apply to operators of rented dump trucks.

The rental rates listed for dump trucks in the Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates shall not apply.

To the total of the rental costs for fully maintained and operated dump trucks, including labor, there will be added a markup of 15 percent. An additional markup of 5 percent will be added by reason of performance of the work by a subcontractor. No separate markup will be made for labor.

The provisions of Section 9-1.03A(3c), "Owner-Operated Equipment," shall not apply to dump truck rentals.

9-1.03B WORK PERFORMED BY SPECIAL FORCES OR OTHER SPECIAL SERVICES. When the Engineer and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of his subcontractors, such service or extra work item may be performed by a specialist. Invoices for such service or item of extra work on the basis of the current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide such complete itemization.

In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the jobsite, the charges for that portion of the extra work performed in such facility may, by agreement, be accepted as a specialist billing.

To the specialist invoice price, less a credit to the State for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent in lieu of the percentages provided in Section 9-1.03A, "Work Performed by Contractor."

9-1.03C RECORDS. The Contractor shall maintain his records in such a manner as to provide a clear distinction between the direct costs of extra work paid for on a force account basis and the costs of other operations.

From the above records, the Contractor shall furnish the Engineer completed daily extra work reports, either on forms furnished by the City or on computerized facsimiles of the City's forms acceptable to the Engineer, for each day's extra work to be paid for on a force account basis. The daily extra work reports shall itemize the materials used, and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces, except for charges described in Section 9-1.03B, "Work Performed by Special Forces or Other Special Services." The daily extra work reports shall provide names or identifications and classifications of workmen, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily extra work reports, or if not available, they shall be submitted with subsequent daily extra work reports. Should said vendor's invoices not be submitted within 60 days after the date of delivery of the material or within 15 days after the acceptance of the contract, whichever occurs first, the City reserves the right to establish the cost of such materials at the lowest current wholesale prices at which said materials were available in the quantities concerned delivered to the location of work less any discounts as provided in Section 9-1.03A(2a).

Said daily extra work reports shall be signed by the Contractor or his authorized representative.

The Engineer will compare his records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, said reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the City.

The Contractor's cost records pertaining to work paid for on a force account basis shall be open to inspection or audit by representatives of the City, during the life of the contract and for a period of not less than 3 years after the date of acceptance thereof, and the Contractor shall retain such records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of such other forces will be open to inspection and audit by representatives of the City on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than 60 days after the acceptance date of the contract, the Contractor will be given a reasonable notice of the time when such audit is to begin.

9-1.04 PAYMENT

Payment as provided in Sections 9-1.03A, "Work Performed by Contractor," and 9-1.03B, "Work Performed by Special Forces or Other Special Services," shall constitute full compensation to the Contractor for performance of work paid for on a force account basis and no additional compensation will be allowed therefor.

**SECTION 10
TECHNICAL SPECIFICATIONS**

TECHNICAL SPECIFICATIONS

Prepared by:



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10/28/2024
Date

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TS-1 GENERAL REQUIREMENTS

TS-1.01 General

Comply with the applicable provisions of the State of California Caltrans Standard Specification (latest edition); the City of Santa Maria Standard Specifications; these Technical Specifications; and the plans and typical sections.

TS-1.02 Roadway Preparation

Prepare the roadway prior to resurfacing or reconstruction. Work includes controlling nuisance water; sweeping; watering; removal of all raised pavement markers; removal of all thermoplastic pavement markings; removal of loose and broken concrete, Hot Mix Asphalt pavement, and foreign material; and the spraying and removal of weed growth. Treat weed growth in roadway area with an E.P.A. approved herbicide composed of glyphosate and oryzalin, combined and applied according to label directions.

Implement Water Pollution Control Program prior to the start of construction.

TS-1.03 Project Site Maintenance

Keep site clean and free from rubbish through construction and during periods of work suspension. Furnish and operate a self-loading motor sweeper with spray nozzles at least once each working day to keep paved areas acceptably clean wherever construction, including restoration, is incomplete.

Prevent dust by sprinkling water or other means as necessary, but the use of water resulting in mud on public streets will not be permitted. Implement dust control during weekends and holidays.

Remove excess excavated materials from any source from the site immediately. Remove forms and lumber the day of form removal. Remove materials and equipment from the site when no longer necessary.

Before the final inspection, clear site of equipment, unused materials, and rubbish to present a clean and neat appearance. Sweep all pavement areas with a street sweeper immediately prior to the final inspection. Broom clean all concrete areas. Rake all topsoil areas. All cleanup costs are included in bid. Failure to perform final cleanup will result in the City removing and/or disposing of the articles or materials at the Contractor's expense.

Prevent spillage on haul routes. Remove any spillage immediately and clean the area.

TS-1.04 Sanitary Facilities

Provide and maintain enclosed, portable restrooms for the use of personnel engaged in the work. Maintain facilities in a neat and sanitary condition, and comply with all applicable laws, ordinances, and regulations pertaining to public health and sanitation.

TS-1.05 Protection and Restoration of Existing Improvements

Protect public and private property adjacent to the work and exercise due caution to avoid damage to such property.

Repair or replace all existing improvements within the right-of-way which are not designated for removal, but that are damaged or removed during construction. Repair and/or replace with equivalent to existing improvements. Match finish and dimension.

TS-1.06 Notification of Residents, Businesses, and Agencies

Notify the affected residents and businesses four calendar days in advance of the start of work. Use “door knob” type notices which include a description of the impending work, the date and time when traffic will be restricted, and a date and time when parking will not be allowed along the street scheduled for renovation. The hanger must be in English on one side with a Spanish translation on the other side. Submit a sample notice for review and approval by the Engineer five calendar days before distribution.

Ten calendar days before beginning construction, notify local schools, hospitals, ambulance services, police and fire departments, transit agencies, refuse collectors, and Underground Service Alert (USA) of the work schedule.

Furnish and place “No Parking” signs, 12 inches by 18 inches minimum size and approved by the Engineer, throughout the area of work at fifty-foot intervals two working days (four calendar days before work beginning on a Monday or Tuesday) before the start of construction. Include the date and time on signs for which parking is prohibited. Remove signs immediately when they are no longer needed.

If the work is delayed or rescheduled after the required notifications have been issued, re-date the signs affected, notify residents and businesses of the change via a new “door knob” notice, and re-contact the local services and agencies. If the work is delayed more than five calendar days, remove the signs and place re-dated signs two working days (four calendar days before work beginning on a Monday or Tuesday) in advance of the work.

TS-1.07 Field Surveying

Provide surveying services for the construction of the project. The City will provide AutoCAD drawings and survey control where applicable. Conform to the lines, elevations, and grades shown on the plans. Preserve and protect survey stakes and marks during the duration of the project.

TS-1.08 Payment

Payment for other work required under the General Requirements is included in the prices bid for the individual items of work. No additional compensation will be allowed unless specifically noted otherwise.

TS-2 MOBILIZATION

TS-2.01 General

Mobilization includes but is not limited to the following:

- Obtaining all required bonds, insurance, and permits
- Posting all OSHA required notices and establishing safety programs and injury and illness prevention plans (IIPP).
- Moving onto the site of all Contractor’s equipment needed for project operations.
- Arranging for and erection of Contractor’s work and storage yard.
- Providing and installing temporary construction power, wiring, and lighting.
- Providing and installing temporary communication facilities.
- Providing and installing construction water facilities and on-site sanitary facilities.
- Designation of the Contractor’s superintendent who will be present at the job site full time.
- Submittal of detailed work plan describing the order of Work, coordination with Owner’s staff, local agency coordination, and other key aspects of the Work.
- Submittal of the work schedule and schedule of values.
- Preparing and submitting field record drawings.
- General construction site management, including furnishing all labor, materials, tools, equipment, and incidentals and for doing all Work involved in spill prevention and control, material

management, waste management, storm and non-storm water management, and other activities required for the Work.

- Removing equipment, personnel, temporary facilities, and other construction resources at job completion and site cleanup.
- All other incidental work necessary to complete mobilization per the Contract Documents.

TS-2.02 Measurement and Payment

Payment for Mobilization is on a lump sum basis. It includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Mobilization, including the pre-construction requirements, construction progress meetings, permits, securing staging areas, providing temporary sanitary facilities and utilities, and all other items necessary to complete Mobilization for the Work defined in these Contract Documents.

TS-3 WATER POLLUTION CONTROL PROGRAM

TS-3.01 General

Comply with Section 13-2 Water Pollution Control Program of the Standard Specifications.

TS-3.02 Payment

Payment for the Water Pollution Control Program is per Section 13-2.04 Payment of the Standard Specifications.

TS-4 HOT MIX ASPHALT (HMA)

TS-4.01 General

TS-4.01A Summary

Replace Section 39 Asphalt Concrete from 2018 Caltrans Standard Specifications with Section 39, "Hot Mix Asphalt," of the 2010 Caltrans Standard Specifications except as modified in these special provisions.

This work includes producing and placing hot mix asphalt (HMA) surface course using modified Standard Process, and placing Minor Hot Mix Asphalt using the Method Process as indicated herein.

TS-4.01B Submittals

Submit JMF information on Form CEM-3511 and Form CEM-3512.

TSR value must be 70 or above.

Stability must be 30 or above.

Target air voids 3.5-4.0%.

Submit Form CEM-3513 for mixes that have been verified within last 12 months. Provide most recent CEM-3513 if mix has not been verified within the last 12 months. For unverified mixes or out of date mix tests, final acceptance will be based on production startup tests and the daily QC and QA testing showing conformance with the contract documents. Submit production QC test results within 3 days.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt prior to Pre-Construction Meeting.

TS-4.02 Materials

TS-4.02A Asphalt Binder

The grade of asphalt binder mixed with aggregate for all HMA Type A must be PG 64-10.

TS-4.02B Mix Types

Generally, the hot mix asphalt to be used will be as follows unless modified by the Engineer:

Base Courses: 1/2 inch Type A, hot mix asphalt for base courses.

Leveling Courses: 3/8 inch Type A hot mix asphalt for leveling courses.

Surface Courses: 1/2 inch Type A, hot mix asphalt for surface courses.

Mix shall conform to the requirements of Section 39-1.02E "Aggregate" of the Standard Specifications.

TS-4.03 Construction

TS-4.03A Surface Preparation

The work shall consist of preparing the existing street surfaces prior to the commencement of paving. Such work shall include removing raised pavement markers, removing thermoplastic traffic markings and legends, controlling nuisance water, sweeping, watering, and removing loose and broken asphalt pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

TS-4.03B Quality Control

The Contractor is not required to submit quality control test results. However, if quality control test results are not submitted to the Engineer within 3 days of paving, the Contractor waives the right to dispute the Engineer's results.

TS-4.03C Sampling

The Engineer may sample the Hot Mix Asphalt from truck beds at the plant, from the hopper of the spreading machine, or from the completed mat at the discretion of the Engineer. The Contractor shall facilitate the sampling process.

TS-4.03D Engineer's Acceptance

Sublots to determine compaction testing shall be based on the following:

- Each 750 tons, or part thereof, placed on an individual street in a paving day. If over 750 tons are placed in a single paving day on an individual street, up to 150 tons over 750 tons can be moved in to the previous 750 ton subplot.
- If multiple streets are paved in a day, each street will be considered its own subplot with multiple sublots on streets where greater than 750 tons are placed.

The in-place density shall be between 92.0 and 97.0 percent of maximum theoretical unit weight using a nuclear gauge. Gauge compaction testing shall be performed in accordance with CTM 375. Final compaction is based on the average nuclear gauge results for the subplot. The nuclear gauge will be core correlated the first day of paving.

If nuclear gauge compaction testing results are failing, the Contractor can request coring to verify the results. Three cores will be sampled for each subplot and the average of the three cores for each subplot will

determine density. The core locations will be determined using random sampling charts in CTM 375. The Engineer will mark the core locations.

Cores may be taken up to 5 calendar days after placement and may be 4 or 6 inches in diameter. The Engineer will provide results within 3 working days of receiving the cores.

Passing cores shall be paid for by the owner. Failing cores will be paid for by the Contractor. If the core density produces both passing and failing cores, the cost will be prorated between the Contractor and the owner.

For the percent of maximum theoretical density, the following table shall apply to deductions for average compaction of a subplot:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA Type A and B Percent of Maximum Theoretical Density	Reduced Payment Factor	HMA Type A and B Percent of Maximum Theoretical Density	Reduced Payment Factor
92.0	0.0000	97.0	0.0000
91.9	0.0125	97.1	0.0125
91.8	0.0250	97.2	0.0250
91.7	0.0375	97.3	0.0375
91.6	0.0500	97.4	0.0500
91.5	0.0625	97.5	0.0625
91.4	0.0750	97.6	0.0750
91.3	0.0875	97.7	0.0875
91.2	0.1000	97.8	0.1000
91.1	0.1125	97.9	0.1125
91.0	0.1250	98.0	0.1250
90.9	0.1375	98.1	0.1375
90.8	0.1500	98.2	0.1500
90.7	0.1625	98.3	0.1625
90.6	0.1750	98.4	0.1750
90.5	0.1875	98.5	0.1875
90.4	0.2000	98.6	0.2000
90.3	0.2125	98.7	0.2125
90.2	0.2250	98.8	0.2250
90.1	0.2375	98.9	0.2375
90.0	0.2500	99.0	0.2500
< 90.0	Remove and Replace	> 99.0	Remove and Replace

For leveling courses under 1 inch using a 3/8" HMA, breakdown rolling shall consist of three coverages with an 8 to 12 ton pneumatic roller followed by a finishing coverage with a steel wheel roller. The rolling may begin with a single pass of a steel wheel roller until the pneumatic has sufficient opportunity to warm up to avoid tracking and picking up material from the mat. The pneumatic roller tires shall be treated with a non-petroleum based product to prevent pickup. Failure to successfully provide for breakdown rolling with the pneumatic roller after a reasonable warm up time will be cause for termination of paving activities until the Contractor can provide equipment which will perform without pickup.

The Contractor shall have hand-compaction equipment immediately available for compacting all areas inaccessible to rollers. Hand-compaction shall be performed concurrently with breakdown rolling. If for any

reason hand-compaction falls behind breakdown rolling, further placement of hot mix asphalt shall be suspended until hand-compaction is caught up. Hand-compaction includes vibraplates and hand tampers. Hand torches shall be available for rework of areas which have cooled.

After compaction, the surface texture of all hand work areas shall match the surface texture of the machine placed mat. Any coarse or segregated areas shall be corrected immediately upon discovery. Failure to immediately address these areas shall cause suspension of hot mix asphalt placement until the areas are satisfactorily addressed, unless otherwise allowed by the Engineer.

TS-4.03E Temporary Transitions

The Contractor shall construct temporary pavement transitions at all paving joints greater than 1 inch prior to allowing traffic onto the paved surface. This includes both longitudinal and transverse paving joints for both leveling and surface courses. Temporary pavement transitions shall have a maximum slope of 20:1 or as approved by the Engineer and be constructed on Kraft paper or other suitable bond breaker such that upon removal of the temporary pavement transition, a clean notch remains. The temporary transitions may be constructed of either cold mix or hot mix.

The Contractor shall continuously maintain the temporary pavement until final paving. Each temporary transition shall be inspected by the Contractor and repaired as necessary to comply with these provisions at the end of each day including weekends and holidays.

Failure to comply with these provisions will result in a liquidated damage of \$250 per day per transition and/or the cost of City crews making the repairs if necessary to correct for public safety.

TS-4.04 Payment

Section 39-6, "Payment," of the Standard Specifications does not apply. Payment for Hot Mix Asphalt (HMA) is at the unit cost indicated in the Bid Schedule.

The unit cost includes all costs relating to submitting the JMF including all testing costs for JMF verification and quality control testing. The unit price includes the cost of providing the Contractor's Quality Control Plan. The Contractor shall pay all the cost of coring if requested to verify density by cores. Engineer will pay cost of testing cores.

TS-5 AGGREGATE BASE

TS-5.01 General

Remove existing aggregate base as indicated on the plans.

TS-5.02 Construction

Remove 3-inches of existing aggregate base (AB). Scarify existing AB and shape to the grades shown on the plans. Add water as needed and compact the base to 95% relative compaction.

The Contractor shall deliver 100 cubic yards of the removed Class 2 Base split between the following locations: The City of Guadalupe's Waste Water Treatment Plant (WWTP) and the City yard at 400 Pioneer Street. City staff will determine the dump location, and the amount to be dumped at each location. All other base material becomes the property of the Contractor and must be disposed of per Local and State regulations. Payment

Payment for removal of aggregate base is on a cubic yard basis.

Payment for Grading and Compaction is on a lump sum basis.

TS-6 MARKINGS, AND PAVEMENT MARKERS

TS-6.01 General

Place pavement striping and markings as shown on the plans or as directed by the Engineer..

Comply with Section 84 "Markings" of the Standard Specifications.

TS-6.02 Construction

Place striping and markings as shown on the plans. Use 2-coats of paint.

TS-6.03 Payment

Payment for Striping and Markings is on a Lump Sum Basis