

City of Sonoma

Department of Public Works

JUNE 2010
Contract Documents and Specifications
for

HEATHER LANE AND VICINITY STREET REHABILITATION PROJECT NO. 0809

For use with
CITY OF SONOMA STANDARD PLANS (latest edition),
CALTRANS STANDARD PLANS and
CALTRANS STANDARD SPECIFICATIONS (dated May 2006)

Approved By:

Toni Bertolero

Toni Bertolero, City Engineer



6/25/2010

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**PART I -
BIDDING & PROPOSAL
REQUIREMENTS**

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PART I – BIDDING & PROPOSAL REQUIREMENTS

Notice to Bidders	I-1
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NOTICE TO BIDDERS

Sealed proposals will be received by the City Clerk of the City of Sonoma, California, at City Hall, No. 1 The Plaza, Sonoma, California, until **2:00 p.m., July 28, 2010** at which time, they will be publicly opened and read aloud at the City Hall Conference Room located at No. 1, The Plaza, Sonoma, California for:

HEATHER LANE & VICINITY STREET REHABILITATION PROJECT NO. 0809

Bid proposals for the above project must be submitted on the forms contained in the Contract Documents and Specifications and shall be enclosed in a sealed envelope marked:

Attention:	City Clerk
Bid Proposal for:	Heather Lane and Vicinity Street Rehabilitation Project No. 0809

In general, the work consists of street rehabilitation and improvements, including edge-grinding existing asphalt pavement, demolishing concrete cross gutter, repairing localized pavement failures, crack sealing, placing pavement reinforcing fabric, placing asphalt pavement overlay, curb painting and pavement markings, adjusting utility structures to grade, removal and replacement of miscellaneous curb and gutter and sidewalk, installing a curb bulb-out, installing and repairing concrete cross gutter, upgrading existing curb ramps for ADA compliance, street tree removal and replacement, traffic control and other related work, as set forth on the project Plans and Specifications. Some existing sidewalk will be relocated to contiguous with the back of curb as noted on the Plans; some removed street trees will be replaced along the frontage of different properties within the Project area.

Sixty (60) CALENDAR DAYS will be allowed for completion of all work under the contract.

Pursuant to the provisions of Section 1770, et seq., of the Labor Code of The State of California, the City Council of the City of Sonoma has obtained from the Director of the Department of Industrial Relations a determination of the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes in the locality in which the work is to be done, and same are on file at the office of the City Engineer, located in the City Hall, No. 1 The Plaza, Sonoma, California. Copies are available to interested parties upon request. The Contractor shall obtain a copy of said determination from the Engineer and shall post same in a prominent place at the job site. Any contractor who is awarded a contract for this project and intends to use a craft or classification not shown in the general prevailing wage determination may be required to pay the wage rate of the craft or classification most closely related to it, as shown in the general determination.

The Contractor may elect to provide for the substitution of securities for any moneys which would otherwise be withheld by the City to ensure performance under the contract or may request the City to make payment of retentions earned directly to an escrow agent subject to the provisions of Section 22300 of the Public Contracts Code.

Bidders must hold a **Class A** Contractor's license under the laws of the State of California.

Bidder's security will be required as provided in the Contract Documents.

No bidder may withdraw his bid after the time fixed for the opening thereof.

The successful bidder and all subcontractors will be required to secure a City of Sonoma business license before commencing work on this project.

The City Council reserves the right to reject any and all bids or to waive any defects or irregularity in the bidding.

FAX and other electronically transmitted bids will not be accepted.

Plans and Specifications may be examined at the City of Sonoma Building Department, City Hall, No. 1 The Plaza, Sonoma, California 95476, and may be obtained at the same location upon payment of \$20 per set, which amount will not be refunded. For information or to request mailing of Plans and Specifications, please call the Building Department, telephone (707) 933-2205. An additional \$5.00 per set will be charged for mailing the Plans and Specifications.

Plans and Specifications may also be viewed and downloaded from the City's website at <http://www.sonomacity.org/default.aspx?Pageid=513>. Please note that the documents downloaded from the City's web site may not include addenda issued after the download occurred and may not print at the proper scale. After downloading the bid documents, the contractor shall be fully responsible for obtaining all addenda and printing the documents at the proper scale. To obtain addenda, the contractor should contact City Hall and ask to be placed on the plan holders' list for the project.

Administrative questions should be directed to the Building Department at (707) 933-2205. Technical questions will be accepted via written facsimile only to: Toni Bertolero, City Engineer, at (707) 527-8679.

Technical questions will not be accepted after 5:00 pm, **July 22, 2010**.

JUNE 2010

GAY RAINSBARGER
CITY CLERK

PROPOSAL REQUIREMENTS AND CONDITIONS

1. Proposal Forms

The City may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals.

All proposals must be made upon the blank forms contained in these Contract Documents. The completed proposal must contain all items in the **PROPOSAL FORMS** section in these Contract Documents.

The proposal must give the bidder's unit prices and the estimated total amount for each bid item, and must be signed by the bidder. In case of disagreements between the unit prices and the estimated total amounts, the unit prices will be considered as representing the bidder's intention and the total amount will be corrected accordingly. All proposals must be completely filled out, in ink or typewritten, and shall be enclosed in a sealed envelope marked:

**BID FOR: HEATHER LANE & VICINITY STREET REHABILITATION
PROJECT NO. 0809**

and submitted to the City Clerk, No. 1 The Plaza, Sonoma, CA 95476.

FAX or other electronically transmitted bids will not be accepted.

2. Approximate Estimate

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

3. Examination of Plans, Specifications, Contract Documents and Site Work

The Bidder shall examine carefully the site of the work contemplated and the Plans, Contract Documents and Specifications and at Bidder's own expense, may obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise which may affect cost, progress, or performance of the work and which the Bidder in accordance with the time, price, and other items and conditions of the Contract Documents.

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, the quantities of materials to be furnished, and as to the requirements of the Plans, Contract Documents and Specifications.

4. **Addenda and Interpretations**

No interpretation of the meaning of the Plans and Specifications will be made to any bidder orally.

Every request for such interpretation shall be in writing addressed to the City Engineer, and to be given consideration must be received by the time specified in the Notice to Bidders. Any and all such interpretations and any supplemental instructions may be in the form of written addenda to the Plans, Contract Documents and Specifications which, if issued, will be faxed to all prospective bidders. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents and Specifications.

Receipt of all Addenda shall be acknowledged in the space provided on the Addendum Acknowledgement form.

5. **Rejection of Proposals**

Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, obviously unbalanced prices, erasures or irregularities of any kind. The City reserves the right to reject any and all proposals.

6. **Bidder's Security**

All bids shall be presented under sealed cover and accompanied by one of the following forms of Bidder's security: cash, certified check or Bidder's bond. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California, and secured through an authorized agent with an office in California. The check or bond shall be made payable to the City of Sonoma and shall be given as a guarantee that the Bidder, if awarded the work, will enter into an agreement with the City and will furnish the necessary insurance certificates, Payment Bond, and Performance Bond. In case of refusal or failure to enter into said Agreement, the check or Bid Bond, as the case may be, shall be forfeited to the City. Bid Bonds shall comply with the requirements applicable to payment and performance bonds in the Contract Documents and Specifications.

The Security shall be in an amount equal to at least 10% of the bid amount. A bid will not be considered unless one of the forms of bidder's security is enclosed with it.

7. **Designation of Subcontractors**

Any subcontractor doing work in excess of 1/2 of 1% of the total bid price shall be designated in the Proposal in accordance with Section 4100, et seq., of the Government Code.

8. **Withdrawal of Proposals**

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the Engineer. The request shall be executed by the bidder or his duly authorized representative. The withdrawal of the 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 in the public notice for opening bids, a bid will not be received after that time, nor may any bid be withdrawn after the time fixed in the public notice for the opening of bids.

9. **Public Opening of Proposal**

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

10. **Relief of Bidders**

Attention is directed to the provisions of government Code Sections 4201 to 4205, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in his bid, the bidder shall give the City written notice within five days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

11. **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 such 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.

12. **Competency of Bidders**

Before any contract is awarded, the bidder may be required to furnish a complete statement of his financial ability and experience in performing public works projects of the type contemplated herein, including: all projects worked on by the Bidder over the past three (3) years; all complaints made against the Bidder's Contractor's license in the past ten (10) years; and all claims presented in the past five (5) years regardless of the form, regarding any public works project.

In order to be eligible for contract award, the bidder must sign the form of Bidder's Certification of Affirmative Action for Equal Employment Opportunity included in these Contract Documents.

13. **Noncollusion Affidavit**

In order to be eligible for contract award, the bidder must sign the form of Noncollusion Affidavit included in these Contract Documents. A notarized certificate of acknowledgement shall be attached to this Affidavit.

14. **Certificate of Authority**

Bids by corporations must be executed in the corporate name by the president, vice president, or other corporate officer. Such Bid shall be accomplished by the enclosed Certificate of Authority to sign, attested by the secretary or assistant secretary, and

with the corporate seal affixed. The corporate address and site of incorporation must appear below the signature.

Bid by partnerships must be executed in the partnership name and be signed by a managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the partnership must appear below the signature.

Bids by joint venture must be executed in the joint venture name and be signed by a joint venture managing partner, accompanied by the enclosed Certificate of Authority to sign, and his/her title must appear under the signature and the official address of the joint venture must appear below the signature.

PART II - PROPOSAL FORMS

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PROPOSAL FOR

HEATHER LANE & VICINITY STREET REHABILITATION PROJECT NO. 0809

To the City Council of the City of Sonoma, California:

The undersigned bidder declares that he or she has carefully examined the location of the proposed work and the Plans, Specifications and Contract Documents and being familiar with all of the conditions surrounding the work, including the availability of materials and labor, hereby proposes to furnish all plant, labor, materials, tools, equipment, transportation and incidentals and to complete all the work in accordance with said Plans, Specifications and Contract Documents for the prices set forth in the following schedule:

SCHEDULE OF BASE BID PRICES

Bid Item	Qty.	Unit	Description	Unit Price	Amount (\$)
1	1	LS	Mobilization / Demobilization		
2	1	LS	Traffic Control		
3	8,400	SF	Digouts & Repair		
4	60	CY	Remove & Replace Unsuitable Material - Misc. Concrete		
5	70	CY	Remove & Replace Unsuitable Material - Roadway Section		
6	7,000	SY	Conform Grind / Edge Grind AC Pavement		
7	7,000	SY	Pavement Fabric		
8	8,100	SF	Remove Miscellaneous Concrete		
9	37	EA	Adjust Existing Utility Structures to Grade		
10	3	EA	Reset Survey Monument		
11	10	EA	ADA Curb Ramp		
12	2,700	SF	Minor Concrete - Sidewalk and Driveway		
13	600	LF	Minor Concrete - Curb and Gutter		
14	1,900	SF	Minor Concrete - Cross Gutter		
15	1,400	TN	Asphalt Concrete – 2-Inch Overlay		
16	250	TN	Asphalt Concrete – 2.5-Inch Overlay – Heather Lane		
17	1	LS	Curb Painting and Pavement Markers		
18	17	EA	Remove Street Tree		
19	27	EA	Plant New Street Tree		
20	1	LS	1-Year Street Tree Maintenance Contract		
TOTAL BASE BID					\$

Signature of Bidder

Company

BIDDER MUST SIGN THIS PAGE

Proposal (Continued)

The Base Bid is evaluated for the selection of the lowest responsive responsible bidder.

The unit price for each Bid Item must be filled in and completed. Excepting lump sum Bid Items, if the unit price for any Bid Item is left blank, the bid shall be deemed non-responsive. If there are any discrepancies between the unit price and total amounts, the **unit price** shall govern.

The unit prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The undersigned agrees, if this Proposal is accepted, to commence said work and to diligently prosecute the same to completion within the time limits and liquidated damages dollar sum prescribed in Part IV Special Provisions.

It is further understood and agreed that the City reserves the right to reject any and all proposals and to waive any informalities in the bidding; and that no verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of the Contract, shall affect or modify any of the terms or obligations of this Proposal.

The undersigned certifies that the contractor and their subcontractors are properly licensed in accordance with the laws of the State of California. The attached list shows each of the subcontractors who will perform work under the contract, subject to the approval of the City, in excess of 1/2% of the total bid price.

The undersigned further declares, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

PROPOSAL CERTIFICATION

_____ Business Street Address	_____ Date
_____ City, State, Zip	_____ Bidder's Name
_____ Telephone Number	_____
_____ State License Number (Exp. Date)	_____ Authorized Signature (s)
_____ Primary Class. Supply. Class	_____ Type of Organization (Partnership, Individual or Corporation)
_____ Federal I.D. or SS No.	_____
_____ Signature of Bidder	_____ Company

BIDDER MUST SIGN THIS PAGE

LIST OF SUBCONTRACTORS
HEATHER LANE & VICINITY STREET REHABILITATION PROJECT NO. 0809

In accordance with the provisions of Sections 4104 to 4113, inclusive, of the Public Contract Code of the State of California, each bidder shall list below the name and location of place of business of each subcontractor who will perform a portion of the contract work in an amount in excess of one-half of one percent of the total contract price. In each such instance, the nature and extend of the work to be sublet shall be described. The Contractor shall employ no subcontractor on the work who is not duly licensed in accordance with the laws of the State of California.

NAME OF SUBCONTRACTOR _____
As listed with the Contractors State License Board

Complete address of office, mill or shop (including zip) _____

State License No. _____ Class: _____ Expires: _____
(MM/DD/YY)

Description of work to be performed (Also show percent of work to be performed by this subcontractor):

NAME OF SUBCONTRACTOR _____
As listed with the Contractors State License Board

Complete address of office, mill or shop (including zip) _____

State License No. _____ Class: _____ Expires: _____
(MM/DD/YY)

Description of work to be performed (Also show percent of work to be performed by this subcontractor):

NAME OF SUBCONTRACTOR _____
As listed with the Contractors State License Board

Complete address of office, mill or shop (including zip) _____

State License No. _____ Class: _____ Expires: _____
(MM/DD/YY)

Description of work to be performed (Also show percent of work to be performed by this subcontractor):

(Attach additional pages if necessary)

Signature of Bidder

Company

BIDDER MUST SIGN THIS PAGE

NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
HEATHER LANE & VICINITY STREET REHABILITATION PROJECT NO. 0809

State of California)
County of _____) ss.
_____, being first duly sworn, deposes and says that he or
she is _____ of _____
the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any
undisclosed person, partnership, company, association, organization, or corporation; that the bid
is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or
solicited any other bidder to put in a false or sham bid, and has not directly or indirectly
colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or
that anyone shall refrain from bidding; that the bidder has not in any manner, directly or
indirectly, sought by agreement, communication, or conference with anyone to fix the bid price
of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price,
or of that of any other bidder, or to secure any advantage against the public body awarding the
contract of anyone interested in the proposed contract; that all statements contained in the bid are
true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or
any breakdown thereof, or the contents thereof, or divulged information or data relative thereto,
or paid, and will not pay, any fee to any corporation, partnership, company, association,
organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham
bid.

Date

Authorized Company Representative
(Signature)

***(The Noncollusion Affidavit must be signed and notarized and a certificate of
acknowledgement attached)***

BIDDER MUST SIGN THIS PAGE

ADDENDUM ACKNOWLEDGEMENT
HEATHER LANE & VICINITY STREET REHABILITATION PROJECT NO. 0809

Addendum No. 1

Signature acknowledging receipt: _____ Date: _____

Addendum No. 2

Signature acknowledging receipt: _____ Date: _____

Addendum No. 3

Signature acknowledging receipt: _____ Date: _____

**BIDDER MUST SIGN EACH ACKNOWLEDGMENT
OF EACH ADDENDUM ON THIS PAGE**

**BID BOND
(10%)**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

_____ as Principal, and

_____ as Surety, are hereby held and

firmly bound unto _____

as owner in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 2010.

The condition of the above obligation is such that whereas the Principal has submitted to the _____ City of Sonoma a certain bid, attached hereto and hereby made a part hereof to enter in a contract in writing for the

HEATHER LANE & VICINITY STREET REHABILITATION PROJECT NO. 0809

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in an alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within the Owner may accept such Bid; and aid Surety does hereby waive notice of any such extension.

(Continued on next page)

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

Principal

Surety

SEAL

By:

(Attach Notary Acknowledgements)

**PART III -
CONTRACT
REQUIREMENTS**

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PART III – CONTRACT REQUIREMENTS

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AWARD AND EXECUTION OF CONTRACT

1. Award and Execution of Contract

The City reserves the right to waive any informalities in the bidding or to reject any and all proposals.

All bids will be compared on the basis of the Engineer's estimate of the quantities of work to be done.

The award of the Contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 90 days after the opening of proposals. If the lowest responsible bidder refuses or fails to execute the Contract within 10 days of Notice of Award, the City may award the Contract to the second lowest responsible bidder. Such award, if made, will be made within 45 days after the opening of proposals. If the second lowest responsible bidder refuses or fails to execute the Contract within the timeframe specified herein, the City may award the Contract to the third lowest responsible bidder. Such award, if made will be made within 60 days after the opening of proposals. The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the City and the bidder concerned.

2. Contract Bonds

Before execution of the Contract by the City, the Contractor shall file with the City surety bonds satisfactory to the City Council in the amounts and for the purposes noted below. Bonds shall be duly executed by a responsible corporate Surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The Contractor shall pay all bond premiums, costs, and incidentals.

Each bond shall be signed by both the Contractor and Surety and the signature of the authorized agent of the Surety shall be notarized.

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their power of attorney.

The Contractor shall provide two good and sufficient surety bonds. The "Material and Labor Bond" shall be for 100% of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed on the work. The bond shall be maintained by the Contractor in full force and effect until the completed work is accepted by the City and until all claims for materials and labor are paid, and shall other-wise comply with the Government Code.

The "Faithful Performance Bond" shall be for 100% of the contract price to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the City, and that all materials and workmanship will be free from original or developed defects.

Should any bond become insufficient, the Contractor shall renew the bond within 10 days after receiving notice from the City.

Should any Surety at any time be unsatisfactory to the City Council notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under the Contract until a new Surety shall qualify and be accepted by the City Council.

Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or Surety from their obligations. Notice of such changes or extensions shall be waived by the Surety.

The "Maintenance Bond" shall be for 10% of the Final Contract price at the project completion, in accordance with Part IV, Section 6.16 of these Specifications.

3. 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 after such bidder has received notice that the Contract has been awarded to him shall be just cause for the annulment of the award and the forfeiture of the bidder's security. The successful bidder may file with the City a written notice, signed by the bidder or his authorized representative, specifying that the bidder will refuse to execute the Contract if presented to him. The filing of such 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.

4. Return of Bidder's Securities

Within 10 days after award of the Contract to the lowest responsible bidder, the City Engineer will return the bidder's securities, except bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. Retained bidder's securities will be held until the Contract has been finally executed, after which all bidder's securities, except bidder's bonds and any securities which have been forfeited, will be returned to the respective bidders whose proposals they accompany.

5. Insurance

Bidders' attention is directed to the insurance requirements contained herein (See Handout No. INS-1 at the end of Part III). It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The Contractor shall obtain insurance acceptable to City of Sonoma from a company or companies acceptable to the City. The required documentation of such insurance shall be furnished to the City at the time Contractor returns the executed contract. The proper insurance shall be provided within 10 days after the bidder has received the Notice of Award and prior to the City executing the contract and issuing a Notice to Proceed. The Contractor shall not commence work nor shall he allow his employees or subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued.

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____ 20____, by and between the CITY OF SONOMA, California, a municipal corporation of the General Law Class, herein called the "City," and _____, herein called the "Contractor."

1. That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City, the Contractor hereby agrees with the City to commence and complete the work embraced in the Plans, Specifications and Contract Documents for the **HEATHER LANE AND VICINITY STREET REHABILITATION PROJECT NO. 0809** including all extra work in connection therewith, under the terms as stated therein, and at the Contractor's own proper cost and expense to furnish all plant, labor, materials, tools, equipment, superintendence, bonds, insurance, guaranty's and other accessories and services necessary therefore. Said Plans, Contract Documents and Specifications, together with the contract bonds, are made a part hereof and together herewith collectively evidence and constitute the contract.

2. The Contractor hereby further agrees to commence work under this Contract and to diligently prosecute the same to completion within the time limits prescribed in Part IV Special Provisions; and further agrees to pay, as liquidated damages, the sum of **\$500.00** for each consecutive calendar day of delay in completing said work or any portion thereof in excess of said time limits and any authorized time extensions.

3. The Contractor hereby certifies that he is aware of and will comply with the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance before commencing any of the work.

4. The City hereby agrees with the Contractor to employ, and does hereby employ, the Contractor for the performance of the Contract according to the terms and conditions herein contained and referred to, and further agrees to pay the Contractor for the performance of the Contract in accordance with the prices set forth in the Contractor's proposal, a copy of which is bound herein, subject to additions and deductions as provided in the Contract Documents and Specifications and to make payments on a monthly basis as provided in the Specifications.

5. **Indemnification – City of Sonoma:** To the fullest extent allowed by law, Contractor shall defend, indemnify and hold harmless the City of Sonoma and its elected and appointed officials, directors and employees, from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs, resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other damage whatsoever, which injury, death or damage arises out of or is in any way connected with the performance of work under this Agreement, including any of the same resulting from the City's alleged or actual negligent act or omission, or its agents, contractors or employees, and without regard to Contractor's negligence or fault, except that said indemnity shall not be applicable to

bodily injury, death or damage to property arising from the sole or active negligence or willful misconduct of City, its officers, agents, or servants. This indemnification agreement shall extend to claims asserted after termination of the Contract for whatever reason. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.

6. Contractor further agrees to be bound by and comply with all of the provisions of the Labor code of the State of California in the performance of all work under this contract.

7. Contractor shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or handicap.

8. Contractor agrees to comply with Public Contracts Code Section 7104, which requires notification to City of any hazardous waste or other unusual conditions.

IN WITNESS WHEREOF, the City and the Contractor have executed this Contract in three counterparts, each of which shall be deemed an original, on the date first above written.

FOR THE CITY:

FOR THE CONTRACTOR:

BY _____
CITY MANAGER

BY _____

ATTEST _____
CITY CLERK

BY _____

(On Surety Letterhead)

PERFORMANCE BOND

(100%)

WHEREAS, the City of Sonoma, (hereinafter designated as "City"), State of California, and _____, (hereinafter designated as "Principal"), have entered into an Agreement whereby Principal agrees to furnish all labor, materials, equipment, tools, transportation, services, appliances, and appurtenances for the work and identified as **HEATHER LANE AND VICINITY STREET REHABILITATION PROJECT NO. 0809**, which said agreement and work are 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 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 thereunder or the specifications accompanying the same shall in anyway 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__.

[NOTE: To be signed by Principal and Surety and acknowledgement and notarial seal for both attached.]

(SEAL)

PRINCIPAL

By: _____
Title:

SURETY

By: _____
Title:

I certify under penalty of perjury that Surety is admitted by the Department of Insurance to transact business in the State of California and has a Best's rating of A-V.

SURETY

By: _____
Title:

NOTE: Attach Notary and Power of Attorney and County Clerk's Certificate of Authority of Admitted Surety Pursuant to 995.648 of Code of Civil Procedures.

(On Surety Letterhead)

**LABOR AND MATERIALS BOND
(100%)**

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Sonoma ("City") a municipal corporation located in the County of Sonoma, State of California has awarded a contract to and has entered into an agreement with _____, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled, **HEATHER LANE AND VICINITY STREET REHABILITATION PROJECT NO. 0809**, which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, provided that if said Principal, or any of his/her/its contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we the Principal and _____, as surety, are held and firmly bound unto the City of Sonoma in the penal sum of \$ _____ lawful money of the United States, being not less than one hundred (100%) percent of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond a reasonable attorney's fee in such suit, which fee shall be fixed by the Court.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

1. This bond and all its provisions shall inure to the benefit of and all persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

2. This bond is given to comply with the provisions of Chapter 7, Part 4, Division 3, of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Chapter, all acts amendatory thereof, and all other statutes referred to therein.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any ways 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 this contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

[NOTE: To be signed by Principal and Surety and acknowledgement and notarial seal attached.]

(SEAL)

PRINCIPAL

By: _____
Title: _____

SURETY

By: _____
Title: _____

I certify under penalty of perjury that Surety is admitted by the Department of Insurance to transact business in the State of California and has a Best's rating of _____.

SURETY

By: _____
Title: _____

MAINTENANCE BOND (1-YEAR)
(10%)

KNOW ALL PERSONS BY THESE PRESENTS, that the City of Sonoma hereinafter designated as "City"), a municipal corporation located in the County of Sonoma, State of California, and _____(hereinafter designated as "Principal") entered into a contract on the ____ day of _____, 20__, whereby Principal agreed to complete the improvements more particularly described in all documents forming the complete contract entitled **HEATHER LANE AND VICINITY STREET REHABILITATION PROJECT NO. 0809**, which said contract is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond conditioned to guarantee the maintenance of those improvements ("said improvements") for a period of ____ year(s) from the date of acceptance of said improvements by the City, against all defects in workmanship and materials which may become apparent during said period.

NOW, THEREFORE, we, the Principal and _____, as Surety, are held and firmly bound unto the 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. This penal sum shall not be less than ten percent of the contract amount, meaning the entire amount paid by the City to the Contractor (Principal), including but not limited to the contract bid amount awarded and any change orders.

THE CONDITION of this obligation is such that if the said Principal shall faithfully carry out and perform said guaranty in accordance with the terms of said specifications and shall, on due notice, promptly repair and make good at its own expense all defects of material or workmanship in the said work which may develop or become apparent during the ____ year period beginning from the effective date of City acceptance of said improvements by the City Council, or shall pay over, make good and reimburse to the City all loss and damage which the City may sustain by reason of failure or defect of said Principal so to do, and shall indemnify and save harmless the 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 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 contract or the work to be performed thereunder of the specifications accompanying the same shall in any way effect 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 contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this ____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgment and notarial seal attached.

[Attach Notary Acknowledgment]

Principal

By _____

Surety

[Attach Notary Acknowledgment]

Address of Surety

GUARANTY

(This guaranty shall be executed by the successful bidder prior to the time the contract is executed.)

To the City of Sonoma for construction of

HEATHER LANE AND VICINITY STREET REHABILITATION

PROJECT NO. 0809

(Project Name)

The undersigned guarantees all construction performed on this project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to City for a period of one (1) year following the date of Final Completion of the Work, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Agreement or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom which shall appear within one (1) year, or longer if specified, from the date of Final Completion.

Should any of the materials or equipment prove defective or should the Work as a whole prove defective, due to faulty workmanship, material furnished or methods or installation, or should the Work or any part thereof fail to operate properly as originally intended and in accordance with the Contract Documents due to any of the above causes within one (1) year after date of Final Completion, the Contractor shall:

- (1) reimburse the City, upon demand, for its expenses incurred in restoring said Work to the condition contemplated in the Contract Documents, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or
- (2) upon demand by the City, replace any such material and to immediately repair said Work completely without cost to the City so that said Work will function successfully as originally contemplated.

Inspection of the work shall not relieve the Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, the Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

The City shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the Contractor. In the event the City elects to have said work performed by the Contractor, the Contractor shall make such repairs within a reasonable period of time after the receipt of demand from the City; provided, however that in no event shall such period exceed twenty-five (25) days.

Contractor

Date

**WORKERS' COMPENSATION AND EMPLOYER'S
LIABILITY SPECIAL ENDORSEMENT**

SUBMIT IN DUPLICATE

For City of Sonoma (the "Entity")

Endorsement No. Issue Date (MM/DD/YY)

PRODUCER

Telephone

POLICY INFORMATION

Insurance Company:

Policy No.:

Policy Period: (from) (to)

OTHER PROVISIONS

NAMED INSURED

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name

Address:

Telephone: ()

EMPLOYERS LIABILITY LIMITS

\$ (Each Accident)

\$ (Disease - Policy Limit)

\$ (Disease - Each Employee)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. With respect to the interests of the Entity, this insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
2. WAIVER OF SUBROGATION. This Insurance Company agrees to waive all rights of subrogation against the Entity, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the Named Insured for the Entity.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

ENTITY

City of Sonoma, its officers, officials,
employees and volunteers
#1 The Plaza
Sonoma, CA 95476

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I, _____ (print/type name),
warrant that I have the authority to bind the above-mentioned
insurance company and by my signature hereon do so bind this
company to this endorsement.

Signature

(original signature required)

Telephone: () Date Signed: _____

CONTRACTOR INSURANCE REQUIREMENTS FOR CITY PROJECTS

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

1.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a) Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
- b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.
- e) Course of Construction insurance covering for "all risks" of loss.

1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- a) General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- c) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- d) Course of Construction: Completed value of the project with no co-insurance penalty provisions.

1.3 Deductibles and Self-Insured Retentions

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 officers, officials, 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.

1.4 Other Insurance Provisions

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

- a) The City, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor: and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with your work or operations. General liability coverage

shall be provided in the form of an endorsement to the Contractor's insurance or as a separate Owner's policy.

- b) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given the City.
- d) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Course of construction policies shall contain the following provisions:

- e) The City shall be named as loss payee.
- f) The insurer shall waive all rights of subrogation against the City.

1.5 Waiver of Subrogation

The Contractor's workers' compensation policy and general liability policy shall be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of these policies which arise from the work performed by or on behalf of the named insured for the City.

1.6 Acceptability of Insurers

Insurance is to be placed with insurers admitted to conduct insurance business in California and with a current A. M. Best rating of no less than A: VII.

1.7 Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

1.8 Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

1.9 Material Breach

If CONTRACTOR, for any reason, fails to maintain any of the insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. CITY, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, CITY may purchase such required insurance coverage, and without further notice to CONTRACTOR, CITY may deduct from sums due to CONTRACTOR any premium costs advanced by CITY for such insurance. These remedies shall be in addition to any other remedies available to CITY.

CERTIFICATE OF INSURANCE City of Sonoma (the "Entity")		ISSUE DATE (MM/DD/YY)																																					
PRODUCER		THIS CERTIFICATE OF INSURANCE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																																					
INSURED		<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;"></th> <th style="width: 15%; text-align: center;">COMPANIES</th> <th style="width: 15%; text-align: center;">BEST'S RATING</th> </tr> <tr> <td>COMPANY LETTER A</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER B</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER C</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER D</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>COMPANY LETTER E</td> <td>_____</td> <td>_____</td> </tr> </table>			COMPANIES	BEST'S RATING	COMPANY LETTER A	_____	_____	COMPANY LETTER B	_____	_____	COMPANY LETTER C	_____	_____	COMPANY LETTER D	_____	_____	COMPANY LETTER E	_____	_____																		
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THE FOLLOWING PROVISIONS APPLY: 1. None of the above-described policies will be cancelled until 30 days' written notice has been given to the Entity at the address indicated below. 2. The Entity, its officials, officers, employees and volunteers are added as insureds on all liability insurance policies listed above. 3. It is agreed that any insurance or self-insurance maintained by the Entity will apply in excess of and not contribute with, the insurance described above. 4. The Entity is named as loss payee on the property insurance policies described above, if any. 5. All rights of subrogation under the property insurance policy listed above have been waived against the Entity. 6. The workers' compensation insurer named above, if any, agrees to waive all rights of subrogation against the Entity for injuries to employees of the insured resulting from work for the Entity or use of the Entity's premises or facilities.																																							
CERTIFICATE HOLDER/ADDITIONAL INSURED City of Sonoma, its officers, officials, employees and volunteers #1 The Plaza Sonoma, CA 95476		AUTHORIZED REPRESENTATIVE SIGNATURE _____ TITLE _____ PHONE NO. _____																																					

REV. 4/94

INSURER:
POLICY NUMBER:
ENDORSEMENT NUMBER:

EXHIBIT 1-A

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

City of Sonoma, its officers, officials, employees, and volunteers

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Modifications to ISO form CG 20 10 11 85:

1. The insured scheduled above includes the Insured's officers, officials, employees and volunteers.
2. This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute to it.
3. The insurance afforded by this policy shall not be canceled except after thirty days prior written notice by certified mail, return receipt requested, has been given to the Entity.

Signature-Authorized Representative

Address

12/93 CG 20 10 11 85 Insurance Services Office, Inc. Form (Modified)

REV. 1/93

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT

SUBMIT IN DUPLICATE

For City of Sonoma (the "Entity")

Endorsement No.

Issue Date (MM/DD/YY)

PRODUCER

Telephone _____

POLICY INFORMATION

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ INCLUDED IN LIMITS☐ IN ADDITION TO LIMITS☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____**NAMED INSURED**

APPLICABILITY. The insurance pertains to the operation and/or tenancy of the named insured under all written agreements and permits in force with the Entity unless checked here ☐ in which case only the following specific agreements and permits with the Entity are covered:

ENTITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name _____

Address: _____

Telephone: _____

—

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

1. **INSURED.** The Entity, its officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, or for which the Named Insured is responsible.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the Entity, the insurance afforded by this policy shall: (a) be primary insurance as respects the Entity, its officers, officials, employees and volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees and volunteers shall be excess of the Named Insured's insurance and not contribute with it.
3. **CANCELLATION NOTICE.** With respect to the interests of the Entity, this insurance shall not be cancelled, except after thirty (30) days prior written notice by receipted delivery has been given to the Entity.
4. **SCOPE OF COVERAGE.** This policy affords coverage at least as broad as:
 - (1) If primary, Insurance Services Office form number CA0001 (ED1/87), Code 1 ("any auto"); or
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**ENTITY**

City of Sonoma
#1 The Plaza
Sonoma, CA 95476

AUTHORIZED REPRESENTATIVE☐ Broker/Agent ☐ Underwriter ☐ _____

I, _____ (print/type name),
warrant that I have the authority to bind the above-mentioned
insurance company and by my signature hereon do so bind this
company to this endorsement.

Signature _____

(original signature required)

Telephone: () _____

Date Signed: _____

**PART IV -
SPECIAL
PROVISIONS**

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SECTION 1 STANDARD SPECIFICATIONS ADOPTION AND DEFINITIONS

Except as may otherwise be provided in these Special Provisions, the publication entitled “State of California, Department of Transportation, Standard Specifications, May 2006,” as amended, is hereby adopted and incorporated herein by reference insofar as the same may apply, which publication is hereinafter referred to as the Standard Specifications.

Whenever used in the Standard Specifications or in these Special Provisions or in the Plans, the following terms shall have the primary meanings given herein:

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

Contract - The written agreement covering performance of the work including, but not limited to, the Contract Documents, Plans, Specifications, Bonds, Supplemental Agreements between the Contractor and the City, and approved change orders.

Director – Director of Public Works of the City of Sonoma, California.

Highway - The term highway shall include streets.

Laboratory - Any laboratory designated by the City Engineer to test materials and work involved in the Contract.

Plans - All plans, maps and other drawings, including standard plans or drawings, together with all printed or written explanatory matter thereof, as listed in the Special Provisions.

Special Provisions - The Special Provisions included herein.

Specifications - Standard Specifications, Special Provisions, Technical Specifications, Reference Specifications and any specifications in change order or supplemental agreements between the Contractor and the City.

State, Department or Department of Transportation - The City of Sonoma, California. Other terms defined in the Standard Specifications shall have the intent and meaning specified therein.

SECTION 2 PRECEDENCE OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

If there are conflicting requirements or provisions in the Plans and Specifications, the requirement or provision first in precedence shall control. The precedence shall be determined as follows:

- First: Permits from other agencies as may be required by law or the Special Provisions.
- Second: Technical Specifications
- Third: Special Provisions
- Fourth: Project Plans
- Fifth: City Standard Plans and Specifications
- Sixth: Reference specifications as specified in the Plans or Special Provisions.
- Seventh: Other reference specifications as specified in the Standard Specifications.

SECTION 3 SCOPE OF WORK

3.01 Work to be Done

Except as may otherwise be provided in Part V Technical Specifications, the work to be done shall consist of furnishing all plant, labor, materials, tools, equipment and incidentals necessary to complete all the work provided for in the Plans, Specifications and Contract Documents, and to leave the grounds in a neat condition.

3.02 Changes in Work and Extra Work

Changes in Work and Extra Work shall be in accordance with the provisions of Part IV, Sections 8 and 9 of these Special Provisions.

3.03 Cleaning Up

The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period. Upon completion and before making application for final acceptance of work, the Contractor shall clean the street or road, borrow pits, storage sites and all ground occupied by him in connection with the work of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition, acceptable to the City Engineer.

SECTION 4 CONTROL OF WORK

4.01 Authority of the Engineer

The Engineer shall decide any and all questions which may arise as to the quality or acceptability of material furnished and work performed, and as to the manner of performance and rate of progress of the work all questions which arise as to the interpretation of the Plans and Specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation.

The Engineer's decision shall be final, and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

4.02 Plans

All authorized alterations affecting the requirements and information given on the Plans shall be in writing. No changes shall be made of any plan or drawing after the same has been approved by the Engineer, except by direction of the Engineer. The contract Plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to adequately control the work. These drawings shall be approved by the Engineer before any work involving these drawings shall be performed. No change shall be made by the Contractor in any working drawing after it has been approved by the Engineer.

It is mutually agreed, however, that approval by the Engineer of the Contractor's work drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details, and that the Contractor shall be responsible for agreement and conformity of his working drawings with the Plans and Specifications.

4.03 Conformity with Contract Documents and Allowable Deviations

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

Deviations from the approved Plans, as may be required by the urgencies of constructions, will be determined in all cases by the City Engineer and authorized in writing.

4.04 Coordination of Plans and Specifications

The Plans and Specifications including all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work.

4.05 Interpretation of Plans and Specifications

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in the Plans and Specifications, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform to such explanation or interpretation as part of the Contract so far as may be consistent with the intent of the original Specifications. In the event of doubt or question relative to the true meaning of the Contract Documents, reference shall be made to the Engineer, whose decision thereon shall be final.

In the event of any discrepancy between any drawings and the figures written thereon, the figures shall be taken as correct.

4.06 Order of Work

When required by the Special Provisions or Plans, the Contractor shall follow the sequence of operations as set forth therein.

4.07 Plans and Specifications on Job Site

A complete, approved set of Plans, Specifications and change orders shall be kept on the job site and available at all times. Non-availability shall be deemed a cause for temporary suspension of work.

4.08 Superintendent

The Contractor shall designate in writing before starting work an authorized representative who shall have the authority to represent and act for the Contractor.

Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.

Whenever the Contractor or his authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given. Any order given by the Engineer, not otherwise required by the Specifications to be in writing, will, on request of the Contractor, be given or confirmed by the Engineer in writing.

4.09 Lines and Grades

All distances and measurements are given and will be made in a horizontal plane. Grades are given from top of stakes or nails, unless otherwise noted. Such stakes or points will be set by the Contractor as he determines to be necessary to establish the lines and grades required for the completion of the work specified in the Plans and Specifications.

Three consecutive points shown on the same rate of slope must be used in common in order to detect any variation from a straight grade; and in case any such discrepancy exists, it must be reported to the City Engineer. If such a discrepancy is not reported to the City Engineer, the Contractor shall be responsible for any error in the finished work. The Contractor shall give at least 48 hours notice when he will require the services of the City Engineer for laying out any portion of the work.

Stakes and points set by the Engineer shall be carefully preserved by the Contractor until authorized to remove them by the City Engineer. In case such stakes and points are destroyed or damaged, they will be replaced at the Engineer's earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and points which, in the judgment of the Engineer, were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due to the Contractor.

4.10 Inspection

The Engineer shall designate in writing before start of work an authorized representative who shall have the authority to represent and act for the Engineer.

The Engineer shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the Plans and Specifications. All work done and all materials furnished shall be subject to his inspection.

The Contractor shall provide potholes for the Engineer for the purpose of taking compaction tests in areas below existing grade where embankments or trench and structure backfill has not been tested.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the City Engineer so that proper inspection may be provided.

The inspection of work or materials shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected, notwithstanding that such work or materials have been previously inspected by the Engineer or that payment therefore has been included in a progress estimate.

Portions of the work done under a Sonoma County or State of California encroachment permit shall be subject to County or State inspection as the case may be.

4.11 Removal of Defective and Unauthorized Work

All work which is defective in its construction or deficient in any of the requirements of these Specifications shall be corrected, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed for such correction.

If required by the Engineer, the Contractor shall promptly either correct all Defective Work, whether or not fabricated, installed, or completed, or if the work has been rejected by the Engineer, remove it from the Site and replace it with non-defective work. The Contractor shall bear all direct, indirect, and consequential costs and damages of such correction or removal, including but not limited to fees and charges of engineers, architect, attorneys, and other professionals made necessary thereby.

If, instead of requiring correction or removal and replacement of defective work, the City prefers to accept the defective work, the City may do so. The Contractor shall bear all direct, indirect, and consequential costs attributable to the City's evaluation of and determination to accept such defective work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work and the City shall be entitled to an appropriate decrease in the contract price.

If the Contractor fails within a reasonable time after written notice from the Engineer to correct defective work, or to remove and replace defective work as required by the Engineer or if the Contractor fails to perform the work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the City may, after seven days written notice to the Contractor, correct and remedy any such deficiency.

In exercising the rights and remedies under this paragraph, the City shall proceed with corrective and remedial action. In connection with such corrective and remedial action, the City may exclude the Contractor from all or part of the Site, take possession of all or part of the work, and suspend the Contractor's services related thereto and incorporate in the work all materials and equipment for which the City has paid the Contractor whether stored at the Site or elsewhere. The Contractor shall provide the City and its Engineer, access to the Site to enable City to exercise the rights and remedies under this paragraph.

All direct, indirect, and consequential cost and damages incurred by the City in exercising the rights and remedies under this paragraph will be charged against the Contractor and a Change Order will be issued incorporating the necessary revisions in the contract documents with respect to the work; and the City shall be entitled to an appropriate decrease in the contract price. If the

parties are unable to agree as to the amount of the adjustment, the City may make a claim therefore provided in Article 11. Such claim will include, but not be limited to, all costs of repair or replacement of work of others, destroyed or damaged by correction, removal, or replacement of Contractor's defective work and all direct, indirect, and consequential damages associated herewith.

The Contractor shall not be allowed to an extension of Contract Times (or Milestone) because of any delay in the performance of the work attributable to the exercise by the City of City's rights and remedies under this paragraph.

4.12 Final Inspection

Whenever the work provided and contemplated by the Contract shall have been satisfactorily completed and the final cleaning up performed, and the Engineer notified in writing, the Engineer will make the final inspection.

SECTION 5 CONTROL OF MATERIALS

5.01 Source of Supply and Quality of Materials

The Contractor shall furnish all materials required to complete the work, except materials that are designated in the Specifications to be furnished by the City. Only materials conforming to the requirements of the Specifications shall be incorporated in the work.

The materials furnished and used shall be new, except as may be provided elsewhere in these Specifications or the Plans. The materials shall be manufactured, handled, and used in a workmanlike manner to insure completed work in accordance with the Plans and Specifications. Manufacturers' warranties, guarantees, instruction sheets and parts lists, which are furnished with certain articles or materials incorporated in the work, shall be delivered to the Engineer before commencement of the work.

5.02 Samples and Tests

At the option of the Engineer, the source of supply of each of the material shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Engineer.

All tests of material furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these Specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer, without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

5.03 Defective Materials

All materials not conforming to the requirements of these Specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work unless otherwise permitted by the Engineer.

No rejected materials, the defects of which have been subsequently corrected, shall be used until approval in writing by the City Engineer.

Upon failure on part of the Contractor to comply with an order of the Engineer made under the provisions of this section, the City Engineer shall have authority to remove and replace defective material and to deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

5.04 City-furnished Materials

Materials furnished by the City will be available at locations designated in the Special Provisions, or if not designated therein, they will be delivered to the project. They shall be hauled to the site of the work by the Contractor at his expense, including any necessary loading and unloading that may be involved. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the City for the cost of replacing City-furnished materials and such costs may be deducted from any moneys due or to become due the Contractor.

5.05 Trade Names and Alternatives

For convenience in designation on the Plans or in the Specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or the name of the manufacturer and his catalogue information. Unless otherwise provided in the Specifications or on the Plans, the use of an alternative article or materials which are of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor, and he shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and his decisions shall be final.

Whenever the Specifications permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Such request shall be made in ample time to permit approval without delaying the work.

SECTION 6 LEGAL RELATIONS AND RESPONSIBILITIES

6.01 Laws to be Observed

The Contractor shall keep himself fully informed of all existing and future State and National laws and all municipal ordinances and regulations of the City of Sonoma which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

6.02 Labor 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 handicap, 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.”

6.03 Permits and Licenses

Except as otherwise provided, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. The Contractor and subcontractor(s) shall obtain and maintain a valid City of Sonoma business license during the course of work.

6.04 Contractor's Licensing Laws

Attention is directed to the provisions of Chapter 9 of Division 3 of the Business and Professions Code concerning the licensing of contractors.

All bidders and contractors shall be licensed in accordance with the laws of the State of California, and any bidder or contractor not so licensed is subject to the penalties imposed by such laws.

6.05 Patents

The Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, including paying all license fees and royalties and assuming all costs incident to the use of such materials, equipment, devices or processes.

6.06 Safety Provisions

The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.

6.07 Payroll Records and Employment of Apprentices

The Contractor and any subcontractor under him shall comply with Section 1776 of the Labor Code regarding payroll records. The responsibility for compliance with said section shall rest with the Contractor.

The Contractor shall furnish to the City certified copies of all payroll records enumerated in subdivision (a) of said Labor Code Section 1776. Such records shall be furnished for the Contractor and each subcontractor. The cost of furnishing certified payroll records shall be absorbed in the Contractor's bid and there shall be no additional cost to the City.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. The responsibility for compliance with the provisions of said sections for all apprenticeable occupations shall rest with the Contractor.

6.08 Public Convenience and Safety

The Contractor shall so conduct his operation as to cause the least possible obstruction and inconvenience to public traffic. Unless other existing streets are approved by the Engineer to be used as detours, all traffic shall be permitted to pass through the work. Residents along the road or street shall be provided passage as far as practicable. Convenient access to driveways, houses, and buildings along the road or street shall be maintained and temporary crossing shall be provided and maintained in good condition. Not more than one cross or intersecting street or road shall be closed at any one time without the approval of the City Engineer.

The Contractor shall furnish, erect and maintain such fences, barriers, lights, signs and flagmen as are necessary to give adequate warning to the public at all times that the road or street is under construction and of any dangerous conditions to be encountered as a result thereof, and he shall also erect and maintain such warning and directional signs as may be furnished by the City.

Signs, lights, flags, and other warnings and safety devices shall conform to the requirements set forth in the current "Manual of Traffic Controls for Construction and Maintenance Work Zones," published by the California Department of Transportation.

No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.

Refer to Part V, Section 3 of the Technical Specifications for specific requirements.

6.09 Preservation of Property

Due care shall be exercised to avoid injury to existing improvements or facilities, utility facilities, adjacent property, and trees, shrubs, and other plants that are not to be removed. Trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, and any other above ground improvements or facilities and all underground facilities shown on the Plans or brought to the Contractor's attention during the contract, within or adjacent to the road or street shall be protected from injury or damage; and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the Specifications, if any such objects are a part of the work being performed under the Contract. The Engineer may make or cause to be made such temporary repairs as are necessary to restore to service any damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.

6.10 Responsibility for Damage

The City of Sonoma or its officers, agents or employees shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any material or equipment used in performing the work; or for injury or damage to any person or persons, either workmen or the public, or for damage to adjoining property from any cause whatsoever during the progress of the work or any time before final acceptance.

The Contractor shall indemnify and save harmless the City of Sonoma and its officers, agents, and employees from any suits, claims, or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the construction of the work or in consequence thereof. The City Council may retain as much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

6.11 Contractor's Responsibility for Work

Except as provided above, until the formal acceptance of the work by the City Council, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work.

The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expenses thereof, except such injuries or damages occasioned by acts of the Federal Government or the Public Enemy.

6.12 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer, agent or employee of the City shall be personally responsible for any liability arising under the Contract.

6.13 Responsibility of City

The City of Sonoma shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these Specifications.

6.14 Public Liability and Property Damage Insurance

The Contractor shall comply with the provisions of Article 6 under "Award and Execution of Contract" in the Contract Documents.

6.15 Workers' Compensation Insurance

The Contractor shall comply with the provisions of Article 6 under "Award and Execution of Contract" in the Contract Documents.

6.16 General Warranty

The Contractor guarantees the work and material furnished by him for a period of one year after acceptance of the work by the City and that any materials furnished by him or any work performed by him under this contract meets the requirements of the Plans, Specifications and Contract Documents. The Contractor agrees to repair or replace any or all such work that may be proven defective in workmanship or material within the one-year period from the date of acceptance without expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted. In the event of the Contractor's failure to act promptly in compliance with the above mentioned conditions or should the exigencies of the situation require repairs or replacements to be made before the Contractor can be notified or can respond to notification, the City may, at its option, make the necessary repairs and/or replacement and the Contractor shall pay to the City the actual cost of such repairs.

The Faithful Performance Bond required by Article 2 under "Award and Execution of Contract" in the Contract Documents shall remain in full force and effect during the period covered by this Warranty, except that, instead of the Faithful Performance Bond remaining in effect during the warranty period, the Contractor may provide for this Warranty to be secured by a surety bond in the amount of 10 percent (10%) of the final contract price or Five-Thousand Dollars (\$5,000), whichever is greater. Said surety bond, if furnished, shall be on the City-furnished form, shall be

executed by a surety company or companies satisfactory to the City, and shall remain in full force and effect during the period covered by this Warranty. Said bond, if furnished, shall be delivered to the City prior to the date of final acceptance of the work.

This General Warranty does not in any way limit the warranty on any items for which a longer warranty is specified nor on any items for which a manufacturer gives a warranty for a longer period, nor does it limit other remedies of the City in respect to latent defect, fraud or implied warranties.

6.17 Cooperation

Should construction be underway by other agencies or by other contractors within or adjacent to the limits of the work specified, or should work of any other nature be underway by other forces within or adjacent to said limits, the Contractor shall schedule and coordinate his work with the other contractors and agencies so there is the least amount of conflict during all phases of construction. The Contractor is also responsible for making all necessary agreements with other contractors as required during construction.

6.18 Working Hours

The Contractor and all subcontractors under him shall comply with the requirements of the Sonoma Municipal Code regarding working hours and noise limitations and shall be subject to all penalties provided for violation thereof. Working hours are shown on the table that follows:

Days	Hours
Monday – Friday	8:00 a.m. – 6:00 p.m.
Saturday	9:00 a.m. – 6:00 p.m.
Sunday/Holidays	10:00 a.m. – 6:00 p.m.

6.19 Prevailing Wages

The Contractor and all subcontractors shall comply with all requirements of the California Labor Code together with any other orders or regulations issued by the Department of Industrial Relations regarding the payment of prevailing wages upon public works.

6.20 Public Contract Code Section 7104 Regarding Trenches or Other Excavations More than Four Feet Deep

If the contract involves digging of trenches or other excavations over four feet in depth, it shall be subject to the provisions of Section 7104 of the Public Contract Code which is as follows:

§7104 Contracts involving digging trenches or other excavations.

Any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet below the surface shall contain a clause which provides the following:

(a) That the Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing of any:

(1) Material that the Contractor believes may be material that is hazardous waste as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated.

(3) 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 public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the contract.

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

SECTION 7 PROSECUTION AND PROGRESS

7.01 Subcontracting

Subcontracting shall be in accordance with the provisions of Section 8-1.01 of the Standard Specifications and as herein provided.

Designation of subcontractors shall be in accordance with Article 7 under "Proposal Requirements and Conditions" in the Contract Documents.

The Contractor must have the written consent of the City Council to substitute a subcontractor other than that designated in the original bid, to permit any subcontract to be assigned or transferred, or to allow a subcontract to be performed by other than the original subcontractor.

Subcontracting of work for which no subcontractor was designated in the original bid, and which is more than 1/2 of 1% of the work, will be allowed only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City Council, setting forth the facts constituting the emergency or necessity.

Violation of any of the above provisions will be considered a violation of the Contract, and the City may cancel the Contract or assess the Contractor a penalty of not more than 10 percent of the subcontract involved.

All persons engaged in the work, including subcontractors and their employees, will be considered as employees of the Contractor. He will be held responsible for their work. The City will deal directly with, and make all payments to, the prime contractor.

7.02 Assignment

No contract or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to him under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law, but any assignment of money shall be subject to all proper setoffs and withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the City for completion of the work, should the Contractor be in default.

7.03 Beginning of Work

The Contractor shall begin work and shall diligently prosecute the same to completion within the time limits prescribed in Part V Technical Specifications.

7.04 Construction Schedule

If required in Part V Technical Specifications, or requested by the Engineer, the Contractor shall submit to the Engineer for approval a practicable construction schedule showing the order in which the Contractor proposes to carry out the work and the dates on which he will start and finish the major items of work. The Contractor shall submit said schedule, or a revised schedule, within 5 days after receiving notice to do so from the Engineer or at such other time as may be provided in Part V Technical Specifications.

7.05 Character of Workmen

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

7.06 Temporary Suspension of Work

The Engineer shall have the authority to suspend the work wholly or in part, for such period as he may deem necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary, due to the failure on the part of the Contractor to carry out orders given, or to perform any provisions of the Contract. The Contractor shall immediately obey such order of the Engineer and shall not resume the work until ordered in writing by the Engineer.

In the event that a suspension of work is ordered as provided above, and should such suspension be ordered by reason of the failure of the Contractor to carry out orders or to perform any provision of the Contract; or by reason of weather conditions being unsuitable for performing any item or items of work which, in the sole opinion of the Engineer, could have been performed prior to the occurrence of such unsuitable weather conditions had the Contractor diligently prosecuted the work when weather conditions were suitable; the Contractor, at his expense, shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through the construction area for use by public traffic during the period of such suspension. Such passageway shall conform with the applicable provisions of Subsection 6.08 of these Special Provisions. In the event that the Contractor fails to perform the work above specified, the City may perform such work and the cost thereof will be deducted from moneys due or to become due the Contractor.

7.07 Time of Completion and Liquidated Damages

It is agreed by the Contractor that in case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in Part V Technical Specifications, damage will be sustained by the City of Sonoma, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Sonoma the sum of **five hundred dollars (\$500.00)** per day for each and every calendar day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Sonoma 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 requirement within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the Contract, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part as it 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 such extension, except that the cost of final surveys and the preparation of the final estimate shall not be included in such charges.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the work caused by acts of God or of the Public Enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of any such delay notify the City Engineer in writing of the causes of delay, who

shall ascertain the facts and the extent of delay, and his findings of the facts thereon shall be final and conclusive.

7.08 Default by Contractor

The Contract may be canceled by the City without liability for damage, when in the City Council's opinion the Contractor is not complying in good faith, (e.g., has disregard or violated the laws or regulations of any public entity having jurisdiction, failed to provide materials or workmanship meeting the requirement of the Contract Documents, disregarded or violated provisions of the Contract Documents or Engineer's instructions, or failed to provide a qualified superintendent, competent workers, or equipment meeting the requirements of the Contract Documents) has declared bankruptcy, become insolvent, or assigned its assets for the benefit of its creditors, or has assigned or subcontracted any part of the work without the City Council's consent. In the event of such cancellation, the Contractor will be paid the actual amount due based on unit prices or lump sums bid and the quantity of work completed at the time of cancellation, less damages caused to the City by acts of the Contractor causing the cancellation. The Contractor, in having tendered a bid, shall be deemed to have waived any and all claims for damages because of cancellation of Contract for any such reason. If the City declares the Contract canceled for any of the above reasons, written notice to that effect shall be served upon the Surety. The Surety shall, within 5 days, assume control and perform the work as successor to the Contractor.

If the Contractor fails to begin delivery of material and equipment, to commence work within the time specified, to maintain the rate of delivery of material, to execute the work in the manner and at such locations as specified, or fails to maintain a work program which will insure the City's interest, or, if the Contractor is not carrying out the intent of the Contract, the Engineer's written notice may be served upon the Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract.

If the Contractor or its Surety does not comply with such notice within 5 days after receiving it, or after starting to comply, fails to continue, the City may exclude it from the premises and take possession of all material and equipment, and complete the work, by City forces or by letting the unfinished work to another Contractor, or by a combination of such methods. In any event, the cost of completing the work shall be charged against the Contractor and its Surety, and may be deducted from any money due or becoming due from the City. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the City within 5 (five) days after the completion, all costs in excess of the Contract price.

If the Surety assumes any part of the work, it shall take the Contractor's place in all respects for that part, and shall be paid by the City for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of the Contract.

The provisions of this section shall be in addition to all other rights and remedies available to the City under law.

7.09 Termination of Contract

The City Council may terminate the Contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Contract by Act of God, by law, or by official action of a public authority.

If the City Council elects to terminate the Contract, the Engineer will issue a written Notice of Termination to the Contractor. The Contractor shall stop all work under the Contract except that specifically directed to be completed prior to acceptance and work the Engineer deems necessary to secure the project for termination and to protect materials from damage. The Contractor shall also furnish the Engineer with all documentation required under the Contract including, on projects where State or Federal funds are involved, all documentation required under the State or Federal requirements included in the Contract.

In the event of such termination, the total compensation to be paid to the Contractor shall be determined by the Engineer on the following basis:

(a) Completed Work

Payment for all completed work and facilities will be made on the basis of unit and lump sum prices included in the Contract. For lump sum items which are only partially completed, payment will be based on the percentage of the item completed.

(b) Materials

Payment for materials purchased by the Contractor but not incorporated in the work, will be made on the basis of the actual cost to the Contractor for the purchase of the material and delivery to the City. When the Engineer directs the Contractor to return material to a vendor, the Contractor will be paid for his reasonable cost of handling such material.

(c) Other Work

Payment for mobilization, demobilization, work done to secure the project for termination and any other work required by the Engineer, to the extent that such work is not included in any other payment made to the Contractor, will be made on the basis of extra work as provided in Section 9 hereof.

Termination of the Contract shall not relieve the Contractor or the Surety of its obligation for any just claims arising out of the work performed.

7.10 Right of Way

The necessary rights of way and easements for the work will be provided by the City. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of right of way, unless otherwise provided in these Special Provisions.

SECTION 8 CHANGES IN WORK

8.01 Changes Requested by the Contractor

Changes in specified methods of construction may be made at the Contractor's request when approved in writing by the Engineer.

Changes in Plans and Specifications, requested in writing by the Contractor, which do not materially affect the work and which are not detrimental to the work or to the interest of the City, may be granted by the City to facilitate the work, when approved in writing by the Engineer.

If such changes are granted, they shall be made at a reduction in cost or at no additional cost to the City. Nothing herein shall be construed as granting a right to the Contractor to demand acceptance of such changes.

8.02 Changes Initiated by the City

The City may change the Plans, Specifications, character of the work, or quantity of work, provided the total arithmetic dollar value of all such changes, both additive and deductive, does not exceed 25% of the Contract price, with the exception of alternate bid items. Should it become necessary to exceed this limitation, the change shall be by written supplemental agreement between the Contractor and the City, unless an alternate bid item is used.

Change order shall be in writing and state the dollar value of the change or establish method of payment, any adjustment in Contract time, and when negotiated prices are involved, shall provide for the Contractor's signature indicating his acceptance.

If a change is ordered in an item of work covered by a Contract unit price, and such change does not involve a substantial change in the character of the work from that shown on the Plan or included in the Specifications, an adjustment in payment will be made based upon the increase or decrease in quantity and the Contract unit price. In the case of such an increase or decrease in a Major Bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change which, together with all previous changes to that item, is not in excess of 25% of the total cost of such item based on the original quantity and contract unit price. For purposes of this paragraph, Major Bid Item is defined as a single Contract item listed in the Proposal which constitutes 10 percent or more of the original Contract price.

If a change is ordered in an item of work covered by a Contract unit price, and such change does involve a substantial change in the character of the work from that shown on the Plan or included in the Specifications, an adjustment in payment will be determined by agreement between the Contractor and the City. If unable to reach agreement, the City may direct the Contractor to proceed on the basis of Extra Work (Part IV, Section 9).

Should any Contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

SECTION 9 EXTRA WORK

9.01 General

New or unforeseen work authorized by the Engineer will be classed as “extra work” when the Engineer determines that it is not covered by Contract unit prices. Extra work shall be authorized by written change order as provided in Part IV, Subsection 8.02.

9.02 Payment

When the price for the extra work cannot be agreed upon between the Engineer and the Contractor prior to the work being done, the City will pay for the extra work on a force account basis in accordance with the applicable provisions of Subsection 9-1.03 of the Standard Specifications.

SECTION 10 DISPUTED WORK AND CONSTRUCTION CLAIMS

10.01 Disputed Work

If unable to reach agreement under any of the procedures in Section 8 or 9, the City may direct the Contractor to proceed with the work. Payment shall be as later determined by arbitration, if the City and the Contractor agree thereto, or as fixed in a court of law, except that in the case of contracts entered into on or after January 1, 1991, resolution of claims of \$375,000 or less shall be determined in accordance with the provisions of Subsection 10.02 hereof.

Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work in accordance with the requirement for extra work.

10.02 Disputes on Construction Claims

Contracts entered into on or after January 1, 1991 are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3 of Division 2 of the Public Contract Code which prescribes a process utilizing informal conferences, nonbinding judicially supervised mediation and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Pursuant to Section 20104 of said Article 1.5, the term "claim" shall mean a separate demand by the Contractor for any of the following:

- (a) A time extension.
- (b) Payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to.
- (c) An amount the payment of which is disputed by the City.

Tort claims are excluded.

For any claim set out in this paragraph 10.02, the following requirements apply:

- (i) The claim shall be in writing, include the documents necessary to substantiate the claim and be accompanied by the following certification:

"CONTRACT PROVISION REQUIRING PERSONAL CERTIFICATION OF ALL CLAIMS:

I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____
(GENERAL CONTRACTOR), DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, AND DO PERSONALLY CERTIFY AND ATTEST THAT; I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION AND/OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES THE OWNER IS LIABLE; AND, FURTHER THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE SECTION 12650, ET SEQ. PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMISSION OR CERTIFICATION OF A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT AND/OR OTHER SEVERE LEGAL CONSEQUENCES."

(ii) Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice of requirements otherwise provided by Contract for the filing of claims.

(iii) The claim must include an actual cost documentation, including hours of work performed, equipment operation costs, and labor and overhead costs, which should be established at a standard percentage. Any overhead costs listed when paid, shall provide full and complete payment for any and all overhead, including jobsite overhead, home office overhead, as well as additional costs arising from disruption, resequencing or acceleration. A note of POTENTIAL CLAIM shall be submitted in advance of the performance of any work, regardless of type, in which the CONTRACTOR may claim an additional cost. CONTRACTOR shall provide prompt notification of any disagreement in quantities of work performed along with detailed accounting by means of a schedule update demonstrating any delays incurred.

SECTION 11 FINAL ACCEPTANCE OF THE WORK

The Contractor will notify the Engineer, in writing, of the completion of the work, and the Engineer will promptly satisfy himself as to the actual completion, and when he is so satisfied he will recommend acceptance to the City Council at its next regular meeting. The date of completion will be the date of acceptance of the work by the City Council.

SECTION 12 MEASUREMENT AND PAYMENT

12.01 Measurement

12.01.1 Unit Price Work

(a) General

Measurement shall be as herein provided except as otherwise specified in Part V Technical Specifications.

Unless otherwise specified, quantities of work shall be determined from measurements or dimensions in horizontal plans. However, linear quantities of pipe, piling, fencing, and timber shall be considered as being the true length measured along the longitudinal axis.

Unless otherwise provided in these Special Provisions or Specifications, volumetric quantities shall be the product of the mean area of vertical or horizontal sections and the intervening horizontal or vertical dimension. The planimeter shall be considered an instrument of precision adapted to the measurement of all areas.

(b) Certified Weights

When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weigh-master's certificates showing the actual net weights. The City will accept the certificates as evidence of the weights delivered.

When payment is to be made on the basis of cubic yardage, the yardage shall be recorded by the landfill on each truck ticket as it enters the landfill for disposal, and if the method is preapproved by the Engineer.

(c) Units of Measurement

Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

12.01.2 Lump Sum Contracts

When required by these Special Provisions or requested by the Engineer, the Contractor shall submit to the Engineer within 15 days after award of Contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or any designated lump sum bid item. This schedule should equal in total the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

12.02 Payment

Payment shall be made as herein provided except as otherwise specified in Part V Technical Specifications.

Once each month the Engineer will make an approximate measurement of the work performed through the last day of the preceding month and estimate its value based on the contract unit prices. When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate of the value thereof.

From each progress estimate, 10% will be deducted and retained by the City, and the remainder less the amount of all previous payments will be paid to the Contractor, except that the Contractor may elect to provide for the substitution of securities for any moneys which would otherwise be withheld by the City to ensure performance under the Contract or may request the City to make payment of retentions earned directly to an escrow agent subject to the provisions of Section 22300 of the Public Contracts Code.

The quantities listed in the bid schedule do not govern final payment. Payments to the Contractor will be made only for the actual quantities of contract items constructed in accordance with the Plans and Specifications. If, upon completion of the construction, these actual quantities show either an increase or decrease from the quantities given in the bid schedule, the contract unit prices will still prevail subject to the provisions of Part IV, Section 8 of these Special Provisions.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes rejected material not unloaded from vehicles, material rejected after it has been placed and material placed outside of the plan lines. Unless otherwise provided, no payment will be made for materials delivered to the site but not incorporated in the work. Such quantities will not be included in the final pay quantities. No compensation will be allowed for disposing of rejected or excess material.

Whenever any portion of the work is performed by the City at the Contractor's request, the cost thereof shall be charged against the Contractor, and may be deducted from any amount due or becoming due from the City.

Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are the Contractor's responsibility have not been taken and are not reasonably expected to be taken, the City may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or becoming due from the City. City action or inaction under such circumstances shall not be construed as relieving the Contractor or his Surety from liability.

At the expiration of 35 days from the date of acceptance of the work by the City Council, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law or as are authorized by the Contract to be further retained.

If within the time fixed by law, a properly executed notice to stop payment is filed with the City due to the Contractor's failure to pay for labor or materials used in the work, all money due for such labor or materials will be withheld from payment to the Contractor in accordance with the applicable laws.

It is the intent of the Plans, Specifications and Contract Documents to provide for the construction of complete and finished facilities and works of improvement unless otherwise specifically provided. Except for authorized changes in the work, payment for said complete and finished facilities and works of improvement will be made only on the basis of the contract items of work listed in the Proposal. All other work, including the furnishing of plant, labor, materials, tools, equipment and incidentals, provided for in the Plans, Specifications and Contract Documents, or required for the proper completion of the work as a whole, or for complying with any requirements of the Plans, Specifications and Contract Documents, for which no separate payment has been provided shall be a supplementary obligation of the Contractor and payment

therefore shall be considered included in the prices paid for the various contract items of work listed in the Proposal.

It is mutually agreed between Contractor and the City that any payments made under the Contract, except for the final payment, shall not be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the City of Sonoma, and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the Contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Sonoma, the City Council, and all officers, agents and employees thereof from any and all claims or liability on account of work performed under the Contract or any alteration thereof.

**PART V -
TECHNICAL
SPECIFICATIONS**

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SECTION 1 WORK TO BE DONE AND EXISTING CONDITIONS

1.01 Work to be Done

The work to be done includes the furnishing of all plant, labor, materials, tools, equipment, transportation and incidentals, including all specials and appurtenances, necessary to complete all the Work provided for in the Plans, Specifications and Contract Documents for

HEATHER LANE & VICINITY STREET REHABILITATION PROJECT NO. 0809.

In general, the work consists of street rehabilitation and improvements, including edge-grinding existing asphalt pavement, demolishing concrete cross gutter, repairing localized pavement failures, crack sealing, placing pavement reinforcing fabric, placing asphalt pavement overlay, curb painting and pavement markings, adjusting utility structures to grade, removal and replacement of miscellaneous curb and gutter and sidewalk, installing a curb bulb-out, installing and repairing concrete cross gutter, upgrading existing curb ramps for ADA compliance, street tree removal and replacement, traffic control and other related work, as set forth on the project Plans and Specifications. Some existing sidewalk will be relocated to contiguous with the back of curb as noted on the Plans; some removed street trees will be replaced along the frontage of different properties within the Project area.

1.02 Existing Conditions

The City does not guarantee the nature and/or character of subsurface conditions or of any other materials to be encountered in the work, including the thickness of existing pavement or locations of existing tree roots. Should actual conditions be found to differ from those indicated on the Plans or in the Specifications, the Contractor shall have no claim against the City.

It shall be the Contractor's responsibility to investigate for the presence of rock, boulders, large stones or other undesirable materials that may be encountered in the work, and the cost of excavation and disposal thereof shall be included in the prices bid for the various items of work and no additional compensation will be made therefore except as may be determined in accordance with Part IV Section 12 of these Special Provisions.

1.03 Mobilization/Demobilization

Payment for Mobilization/Demobilization will be made in two payments at the lump sum (LS) allowance in the Bid Schedule, which price shall constitute full compensation for all such work. The scope of work for Mobilization shall include, but not limited to, obtaining all bonds, insurance and permits, moving onto the site of all plant and equipment. Payment for Demobilization shall occur when all required items per the Contract are fulfilled and the site is free of equipment and clean.

SECTION 2 PLANS

The following plans and drawings, including City Standard Details and Caltrans Standard Plans, are referred to in the Specifications and Contract Documents as the Plans. Said Plans are an integral part of the Contract.

BETTENCOURT STREET & FANO LANE WATER IMPROVEMENTS & STREET REHABILITATION PROJECT NO. 0905

Sheets 1-13 (G-001 to G-005, D-101 to D-104, and C-101 to C-104)

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SECTION 3 SCHEDULING OF WORK, TRAFFIC CONTROL AND PERMITS, PUBLIC CONVENIENCE AND SAFETY

3.01 Commencement of Work and Time for Completion

Refer to Notice to Bidders for time allowed for completion of all work under the contract. The Contractor shall diligently prosecute the work to completion within the time provided.

The City expects to issue to the Contractor a Notice to Proceed with the work, effective as soon as practicable after execution of the construction contract.

3.02 Construction Schedule

After notification of award, and prior to the start of any work, the Contractor shall submit to the Engineer for approval his proposed construction schedule in accordance with the Special Provisions Part IV, Subsection 7.04. Said schedule shall incorporate the requirements herein specified. Work shall not begin until said schedule has been approved by the Engineer. Refer to Section 3.07.2 and Section 3.03 of these Special Provisions.

At least seven (7) calendar days prior to construction, the Contractor shall deliver written notices to residents on Andrieux Street, Heather Lane, Ivy Court, White Briar Drive, Juniper Court, and Garland Avenue and residences on Fifth Street West within 300-feet of the project limits, advising them on the planned construction schedule and operations. Re-scheduled operations shall require new notices.

3.03 Order of Work

Order of work shall conform to the provisions of Section 5-1.05, "Order of Work," of the Standard Specifications.

All work shown on the Plans and described in the Contract Documents for the Project shall be completed prior to the end of October 2010. Contractor may assume a Notice to Proceed date of August 23, 2010. Allowed calendar days for the Project are stated in Part I – Notice to Bidders.

3.04 Liquidated Damages

Time is of the essence and the Contractor shall be subject to liquidated damages in accordance with the terms of the Contract and Part IV, Subsection 7.07 of these Special Provisions for each and every calendar day's delay beyond the time limits herein before prescribed or as such time limits are otherwise adjusted by change order. Liquidated damages will not be assessed for delays caused as a result of the location of underground main or trunkline utility facilities not indicated in the Plans or Specifications.

3.05 Noise Ordinance and Working Hours

All work shall be subject to the provisions of the City's noise ordinance (Chapter 9.56 S.M.C.) which provides that construction shall take place only between the hours specified in Section 6.18, "Working Hours", with the following additional restrictions:

1. No lane closures, detours or other traffic related impacts shall occur on Sundays.

The requirements of this Section will be strictly enforced.

3.06 Traffic Control and Access – General Requirement

Traffic control and access shall be in accordance with Part IV, Subsection 6.08 of these Special Provisions and as herein provided.

The Contractor shall plan his operations in such a manner as to cause as little inconvenience as possible to public traffic and the various residences, businesses and other facilities located adjacent to the work.

Traffic shall be permitted to pass through the work, and access to private driveways and garages shall be provided except when precluded by necessary construction for reasonable periods of time as approved by the Engineer. Temporary trench crossings shall be provided as necessary and shall be maintained in good condition at all times.

The Contractor shall notify all affected residents at least forty-eight (48) hours in advance as to the time and duration of any construction operations which will preclude access to their property. The form of notice shall be subject to approval of the Engineer. This notice is in addition to the 7-day notice required in Section 3.02.

The Contractor shall endeavor to maintain at least one lane of traffic at all times. Road closure will not be permitted. A minimum of one paved lane, not less than 10-feet wide, shall be open for use by public traffic in each direction with adequate traffic control and signing. Flashing arrow boards shall be required for any lane closure.

All excavations shall be backfilled to grade with temporary materials or covered with approved steel plates and all streets and sidewalks opened to public use and traffic at the end of each day's work or whenever work ceases for any reason.

Free access shall be provided at all times to existing fire hydrants, water meters, water valves and mailboxes. Utility companies shall be provided access to their facilities as required. The Contractor shall cooperate with the Sonoma Garbage Collector to the extent necessary to maintain existing trash collection schedules. The Sonoma Valley Unified School District shall be notified at least forty-eight (48) hours in advance of any street closing which will affect the school bus routes at any time school is in session. The U. S. Postal Service shall be notified at least forty-eight (48) hours in advance of any street closing which will affect mail deliveries.

The Contractor shall furnish, erect and maintain all warning signs, lights, barricades, detour and directional signs and such other devices as are considered necessary by the Engineer to provide adequate warning and direction to public traffic. The Contractor shall furnish flagmen whenever necessary to provide for safety of the public and/or workmen. Hand held or vehicle mounted radios shall be provided as necessary for communications between flagmen.

Prior to mobilization, and at least fourteen (14) calendar days before work is to begin, the Contractor shall submit his traffic control plans including street and lane closures and detours, to the Engineer for approval. Such plans shall include details of all roadway detours, material haul routes, proposed signs and other traffic control devices and their locations, use of flagmen, etc. Construction sequencing plans shall be submitted along with the traffic control plans.

Whenever necessary, the Contractor shall furnish an adequate number of competent flagmen whose sole duties shall consist of directing the movement of public traffic through or around the work area, maintaining the traffic control system and maintaining advance warning signs and detour signs. If any component in the traffic control system, detour signs, etc. is damaged, displaced or ceases to operate or function as intended, from any cause, the Contractor shall immediately repair said component to its original condition, or replace said component, and shall restore the component to its original location.

Temporary "No Parking" signs shall be furnished and installed as necessary by the Contractor subject to approval of the Engineer.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

If the Contractor fails to properly provide for public safety, traffic and/or protection of the work at any time, the City may elect to do so and deduct the cost thereof from any future payment due the Contractor. This section shall not be construed to relieve the Contractor of any responsibility or liability under the Contract.

The Contractor's attention is directed to the current "Manual of Traffic Controls for Construction and Maintenance Work Zones" and current "Manual on Uniform Traffic Control Devices (MUTCD)" published by the California Department of Transportation. Nothing in this Section is to be construed so as to reduce the minimum standards in said manuals.

3.07 Traffic Control, Public Convenience and Safety - Special Requirements

3.07.1 Traffic

The following special requirements for individual streets are in addition to the general requirements set forth in Section 3.06 above.

All Streets: Traffic must be restored to two-way unrestricted flow during non-working hours.

3.07.2 On-Street Equipment Parking and Material Stockpiling

Subject to the limitations set forth below in this section, during work hours, on-street equipment parking and material stockpiling will be permitted, provided pedestrian and traffic safety are maintained.

Equipment may not be parked overnight and materials may not be stockpiled overnight within the street right-of-way without express, written approval by the City Engineer. All parked equipment and stockpiles shall be marked with warning signs satisfactory to the City Engineer. The Contractor shall maintain 20 feet access road for Fire Department emergency vehicles at all times.

Upon completion of construction, the streets shall be thoroughly cleaned up, and left in a neat condition to the satisfaction of the City Engineer. This includes cleanup, removal and disposal of any petroleum products or other toxic material deposited or spilled by the Contractor.

3.07.3 Contractor's Staging Area

The City will not provide a staging area for this project; however, a potential staging area has been identified for use by the Contractor at the Northeast corner of Hayes Street and West Macarthur Street. The Contractor shall make his own arrangements for a staging area on private property, including the property noted herein. All costs and expenses associated with the staging area shall be borne by the Contractor at no cost to the City.

Any staging area proposed for use by the Contractor that is within the City's right-of-way within the project limits must be approved by the City of Sonoma. Vehicles will not be allowed to park off the pavement.

Refueling of construction vehicles on-site will only be allowed with the approval of a required Spill Response Plan. The contractor must also have materials at refueling location for clean-up in the event of an accidental spill.

At the conclusion of construction, the staging area shall be thoroughly cleaned up and left in a neat condition to the satisfaction of the City Engineer. This includes cleanup, removal and disposal of any petroleum products or other toxic materials deposited or spilled by Contractor.

The Contractor shall be responsible for providing, at no cost to the City, any temporary fencing or other security measures which, in the Contractor's opinion, are necessary to secure the staging area.

No other public or private property within the City boundaries may be used for equipment parking and material storage.

3.08 Traffic Control Plan

A traffic control plan shall be prepared by the Contractor in accordance with the provisions and details in the Caltrans "Manual of Traffic Controls for Construction and Maintenance Work Zones", "Manual on Uniform Traffic Control Devices (MUTCD)," the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, and the provisions under "Maintaining Traffic" elsewhere in these Special Provisions and submitted to the Engineer for review.

3.09 Measurement and Payment

Full compensation for conforming to the requirements of this section for traffic control shall be included in the prices lump sum (LS) price paid for Bid Item No. 2 "Traffic Control." No additional compensation will be allowed.

SECTION 4 SHORING AND TRENCH SAFETY

4.01 General

Adequate sheeting, shoring and bracing of trenches and other excavations, and/or equipment method, for the protection of life or limb, shall be provided by the Contractor as required by the State of California Construction Safety Orders, the Safety Regulations of the Federal Occupational Safety and Health Administration and by these Special Provisions.

All safety orders, rules and regulations of Cal/OSHA and/or the Federal OSHA applicable to the work to be done under this Contract shall be obeyed and enforced by the Contractor.

4.02 Trench Safety Plan

In addition to the other provisions concerning safety contained in these specifications, the following shall apply:

At least 5 working days before beginning excavation on a trench 5 feet or more in depth, the Contractor shall submit to the Engineer for acceptance a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for work protection from caving ground hazard. If such plan varies from the shoring system standards established by Cal/OSHA or Federal OSHA, the plan shall be prepared by a registered civil or structural engineer.

Nothing herein shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Construction Safety Orders of Cal/OSHA. If shoring is required, the Contractor shall secure a permit from the Santa Rosa office of Cal/OSHA located at 1221 Farmers Lane, Suite 300 (Telephone: 707-576-2388). The Contractor shall furnish a copy of his accident prevention program to Cal/OSHA when applying for a permit.

4.03 Measurement and Payment

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

SECTION 5 BID ITEMS / MEASUREMENT AND PAYMENT

5.01 General

Reference is made to Part IV, Section 12 of these Special Provisions regarding Measurement and Payment.

5.02 Base Bid Items

BID ITEM NO. 1 - MOBILIZATION / DEMOBILIZATION

Measurement of payment for Bid Item No. 1 “Mobilization/Demobilization” will be based upon completion of such work as a lump sum (LS), non-proratable pay item and shall require completion of all of the items listed herein.

Payment for Bid Item No. 1 “Mobilization/Demobilization” will be made in two (2) payments at the lump sum (LS) allowance in the Bid Schedule, which price shall constitute full compensation for all such work. The scope of work for Mobilization shall include, but not be limited to, obtaining all bonds, insurance and permits, and moving onto the site of all plant and equipment. Payment for Demobilization shall occur when all required items per the contract are fulfilled and the site is free of equipment and clean.

Note: Contractor is advised that no payment for the “Mobilization” bid item will be made unless the construction schedule (Section 3.02), and traffic control plan (section 3.06) have been submitted and accepted by the Engineer.

BID ITEM NO. 2 – TRAFFIC CONTROL

Measurement of payment for Bid Item No. 2 “Traffic Control” will be based upon, but not limited to, all work required for Traffic Control under Section 3 and as otherwise required in these Contract Documents, permits, installation and maintaining all necessary measures throughout the project limits and advance of the project limits to temporarily control, detour or stage traffic during construction and all other related work per the Contract Documents.

Payment for Bid Item No. 2 “Traffic Control” will be made at the lump sum (LS) price in the Bid Schedule, proratable for the duration of the project, which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 3 – DIGOUTS AND REPAIR

Measurement of payment for Bid Item No. 3 “Digouts and Repair” will be based upon, but not limited to, furnishing all labor, materials, tools, equipment, asphalt concrete (AC), saw-cutting, grinding, excavation, cleaning and disposal of materials, stabilization fabric, tack coat, and incidentals for completion of the work involved in the full-depth digouts and all other related work per the Contract Documents, to the depth and limits shown on the Plans or as otherwise directed in the field by the Engineer. All work and payment for stabilization fabric used for digout areas shall be included in this bid item’s unit price and not included under Bid Item No. 7 – Pavement Fabric.

Payment for Bid Item No. 3 “Digouts and Repair” will be made at the square foot (SF) price in the Bid Schedule for full-depth AC replacement, which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 4 – REMOVE AND REPLACE UNSUITABLE MATERIAL – MISCELLANEOUS CONCRETE

Measurement of payment for Bid Item No. 4 “Remove and Replace Unsuitable Material – Miscellaneous Concrete” will be based upon, but not limited to, furnishing all labor, materials, tools, equipment, saw-cutting, grinding, excavation, aggregate base, cleaning and disposal of materials, stabilization fabric, and incidentals for completion of the work involved in the over-excavation, removal and replacement of unsuitable material to provide for a stable and unyielding base. Provide additional pavement fabric and aggregate base as shown the Plans and all other related work per the Contract Documents, to the additional depth beyond what is shown in the Plans and as otherwise directed in the field by the Engineer. All work and payment for stabilization fabric used for the removal and replacement of unsuitable materials in miscellaneous concrete areas shall be included in this bid item’s unit price and not included under Bid Item No. 7 – Pavement Fabric.

Payment for Bid Item No. 4 “Remove and Replace Unsuitable Material – Miscellaneous Concrete” will be made at the cubic yard (CY) price in the Bid Schedule for removal and replacement of unsuitable material with additional stabilization fabric and aggregate base, which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 5 – REMOVE AND REPLACE UNSUITABLE MATERIAL – ROADWAY SECTION

Measurement of payment for Bid Item No. 5 “Remove and Replace Unsuitable Material – Roadway Section” will be based upon, but not limited to, furnishing all labor, materials, tools, equipment, asphalt concrete (AC), saw-cutting, grinding, excavation, aggregate base, cleaning and disposal of materials, stabilization fabric, tack coat, and incidentals for completion of the work involved in the over excavation, removal and replacement of unsuitable material to provide for a stable and unyielding base. Provide additional pavement fabric, aggregate base and/or asphalt concrete as shown the Plans and all other related work per the Contract Documents, to the additional depth beyond what is shown in the Plans and as otherwise directed in the field by the Engineer. All work and payment for stabilization fabric used for the removal and replacement of unsuitable materials in roadway section areas shall be included in this bid item’s unit price and not included under Bid Item No. 7 – Pavement Fabric.

Payment for Bid Item No. 5 “Remove and Replace Unsuitable Material – Roadway Section” will be made at the cubic yard (CY) price in the Bid Schedule for removal and replacement of unsuitable material with additional stabilization fabric, aggregate base, and/or AC tack coat and asphalt concrete (AC), which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 6 – CONFORM GRIND / EDGE GRIND AC PAVEMENT

Measurement of payment for Bid Item No. 6 “Conform Grind / Edge Grind AC Pavement” will be based upon, but not limited to, furnishing all plant, labor, materials, tools, equipment, transportation, and incidentals for completion of the work involved in cold planning asphalt concrete surfacing and disposal of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing and disposing of temporary asphalt concrete tapers and generally preparing surface for overlay and all other work per the Contract Documents and as shown on the Plans. The quantity to be paid will be the actual area of surface cold planed, irrespective of the number of passes required to obtain the depth as shown on the Plans.

Payment for Bid Item No. 6 “Conform Grind / Edge Grind AC Pavement” will be made by the square yard (SY) price in the Bid Schedule, which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 7 – PAVEMENT FABRIC

Measurement of payment for Bid Item No. 7 “Pavement Fabric” will be based upon, but not limited to, all plant, labor, materials, tools, equipment, transportation, asphalt binder, sand (if necessary to cover exposed binder material), crack sealant and sealing, and incidentals and for completing all work required for the installation of the pavement reinforcement fabric and all other related work per the Contract Documents, complete in place. Payment for stabilization fabric used in digout areas and removal and replacement of unsuitable materials areas is made under the bid items for those various bid items.

Payment for Bid Item No. 7 “Pavement Fabric” will be made based at the square yard (SY) price in the Bid Schedule which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 8 – REMOVE MISCELLANEOUS CONCRETE

Measurement of payment for Bid Item No. 8 “Remove Miscellaneous Concrete” will be based upon, but not limited to, removal of existing sidewalk, driveways, cross-gutter, curb and gutter and curb ramps, all plant, labor, materials, tools, equipment, transportation and incidentals including hauling and disposal of removed materials and for completing all other related work per the Contract Documents and as shown on the plans. All work associated with the removal and disposal of AC pavement associated with the curb bulb-out at 590 Andrieux Street is included in this bid item.

Payment for Bid Item No. 8 “Remove Miscellaneous Concrete” will be made based at the square foot (SF) price of material removed in the Bid Schedule which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 9 – ADJUST EXISTING UTILITY STRUCTURE TO GRADE

Measurement of payment for Bid Item No. 9 “Adjust Existing Utility Structure to Grade” will be based upon, but not limited to, all plant, labor, materials, tools, equipment, excavation, backfill, concrete, grade rings, debris platforms, asphalt or concrete pavement and mortar for the completion of adjusting all utility valve boxes,

manholes and other utility structures to grade throughout the project limits and all other related work per the Contract Documents.

Payment for Bid Item No. 9 “Adjust Existing Utility Structure to Grade” will be made at the each (EA) price in the Bid Schedule which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 10 – RESET SURVEY MONUMENT

Measurement of payment for Bid Item No. 10 “Reset Survey Monument” will be based upon, but not limited to, all plant, labor, materials, tools, equipment, excavation, backfill, concrete, monument casing, survey marker disk, asphalt or concrete pavement and mortar, hauling and disposal of materials, surveying, and filing of records for the completion of resetting survey monuments as noted on the Plans and all other related work per the Contract Documents.

Payment for Bid Item No. 10 “Reset Survey Monument” will be made at the unit price for each (EA) in the Bid Schedule which price shall constitute full compensation for the completion of all such work and payment of filing and related fees as required per the Contract Documents.

BID ITEM NO. 11 – ADA CURB RAMP

Measurement of payment for Bid Item No. 11 “ADA Curb Ramp” will be based upon, but not limited to, furnishing all plant, labor, materials, tools, equipment, saw cutting, excavation, concrete, grading, aggregate base, asphalt concrete (AC), forming, placement, finishing, epoxy dowels, truncated dome panels, resetting of existing signs and utility adjustments within the ramp limits and other incidentals for completing the work required for the construction of ADA curb ramps and all other related work per the Contract Documents, complete in place to the depth and approximate limits as shown on the Plans. ADA curb ramps to be field fit, in order of precedence: Case A, Case B or Case C per the Standard Plans. In addition, miscellaneous landscape restoration work outside of the ramp limits may be required, which includes landscape, irrigation, ornamental fixtures, mail boxes and any and all items that may be present and may require coordination with adjacent property owners. The limit of work for each ADA ramp shall be to the approximate limits shown within the plans for each ramp to the nearest construction or expansion joint in the sidewalk and include any complete, or portion thereof, curb and gutter in front of the ramp, integral curb along sides or back of ramp, flared sides, ramp, landing, and sidewalk, including all of the concrete work within the construction or expansion joints and AC work in the road necessary for installation of the concrete.

Payment for Bid Item No. 11 “ADA Curb Ramp” will be made at the each (EA) price in the Bid Schedule which price shall constitute full compensation for the completion of all such work as required per the Contract Documents. No separate payment will be made for surface concrete facilities that are included in other Bid Items as part of these Contract Documents, including “Minor Concrete – Sidewalk and Driveway,” “Minor Concrete – Curb and Gutter” and “Minor Concrete – Cross Gutter.”

BID ITEM NO. 12 – MINOR CONCRETE – SIDEWALK AND DRIVEWAY

Measurement of payment for Bid Item No. 12 “Minor Concrete – Sidewalk and Driveway” will be based upon, but not limited to, furnishing all plant, labor, materials, tools, equipment, excavation, concrete, grading, aggregate base, forming, placement, finishing, resetting of existing signs within the sidewalk limits, installation of 2” Schedule 80 PVC irrigation chases, and incidentals for completing the work required for the construction of concrete sidewalks and driveways and other miscellaneous surface concrete and all other related work per the Contract Documents, complete in place to the depth and limits as shown on the Plans, or as otherwise directed in the field by the Engineer. Utility adjustments within the sidewalk limits will be paid for under Bid Item No. 9 – Adjust Existing Utility Structure to Grade. All work associated with the installation of topsoil, weed cloth, and mulch is considered incidental to the various bid items.

Payment for Bid Item No. 12 “Minor Concrete – Sidewalk and Driveway” will be made at the square foot (SF) price in the Bid Schedule which price shall constitute full compensation for the completion of all such work required per the Contract Documents. No separate payment will be made for surface concrete facilities that are included in other Bid Items as part of these Contract Documents, including “ADA Ramp,” Minor Concrete – Curb and Gutter” and “Minor Concrete – Cross Gutter.”

BID ITEM NO. 13 – MINOR CONCRETE – CURB AND GUTTER

Measurement of payment for Bid Item No. 13 “Minor Concrete – Curb and Gutter” will be based upon, but not limited to, furnishing all plant, labor, materials, tools, equipment, excavation, concrete, grading, aggregate base, forming, placement, finishing, and incidentals for completing the work required for the construction of curb and gutter and all other related work per the Contract Documents, complete in place to the depth and limits as shown on the Plans, or as otherwise directed in the field by the Engineer. The curb and gutter for the curb bulb-out at 590 Andrieux Street is included in this bid item. All work associated with the installation of the drain pipe shown on the Plans for the curb bulb-out is included in this bid item. For bidding purposes, assume 40 lineal feet (LF) of 4-inch Schedule 80 PVC. All work associated with the installation of topsoil, weed cloth, and mulch is considered incidental to the various bid items.

Payment for Bid Item No. 13 “Minor Concrete – Curb and Gutter” will be made at the linear foot (LF) price in the Bid Schedule which price shall constitute full compensation for the completion of all such work as required per the Contract Documents. No separate payment will be made for surface concrete facilities that are included in other Bid Items as part of these Contract Documents, including “ADA Ramp,” Minor Concrete – Sidewalk and Driveway,” and “Minor Concrete – Cross Gutter.”

BID ITEM NO. 14 – MINOR CONCRETE – CROSS GUTTER

Measurement and payment for Bid Item No. 14 “Minor Concrete – Cross Gutter” will be based upon, but not limited to, furnishing all plant, labor, materials, tools, equipment, excavation, compacting, concrete, grading, aggregate base, forming, placement, finishing, epoxy-coated dowels, reinforcing steel and incidentals for

completing the work required for the construction of cross gutters and all other related work per the Contract Documents, complete in place to the depth and limits as shown on the Plans, or as otherwise directed in the field by the Engineer.

Payment for Bid Item No. 14 “Minor Concrete – Cross Gutter” will be made at the square foot (SF) price in the Bid Schedule which price shall constitute full compensation for the completion of all such work as required per the Contract Documents. No separate payment will be made for surface concrete facilities that are included in other Bid Items as part of these Contract Documents, including “ADA Ramp,” Minor Concrete – Sidewalk and Driveway,” and “Minor Concrete – Curb and Gutter.”

BID ITEM NO. 15 – ASPHALT CONCRETE – 2-INCH OVERLAY

Measurement of payment for Bid Item No. 15 “Asphalt Concrete – 2-Inch Overlay” will be based upon, but not limited to, furnishing all plant, labor, materials, tools, equipment, asphalt concrete (AC) paving, paint binder, AC tack coat, proof rolling, compaction, testing and other incidentals for completing the work required for the installation of the AC overlay and all other related work per the Contract Documents, complete in place to the depth and limits as shown on the Plans.

Payment for Bid Item No. 15 “Asphalt Concrete – 2-inch Overlay” will be made at the ton (TN) price in the Bid Schedule which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 16 – ASPHALT CONCRETE – 2.5-INCH OVERLAY: HEATHER LANE

Measurement of payment for Bid Item No. 16 “Asphalt Concrete – 2.5-Inch Overlay: Heather Lane” will be based upon, but not limited to, furnishing all plant, labor, materials, tools, equipment, asphalt concrete (AC) paving, paint binder, AC tack coat, proof rolling, compaction, testing and other incidentals for completing the work required for the installation of the AC overlay and all other related work per the Contract Documents, complete in place to the depth and limits as shown on the Plans.

Payment for Bid Item No. 16 “Asphalt Concrete – 2.5-Inch Overlay: Heather Lane” will be made at the ton (TN) price in the Bid Schedule which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 17 – CURB PAINTING AND PAVEMENT MARKERS

Measurement of payment for Bid Item No. 17 “Curb Painting and Pavement Markers” will be based upon, but not limited to, furnishing all plant, labor, materials, tools, equipment and other incidentals necessary for the complete installation curb painting, non-reflective markers and reflective markers throughout the project limits, including surface preparation, temporary markings and striping and all other related work per the Contract Documents. Curb painting for the curb bulb-out at 590 Andrieux Street is included in this bid item.

Payment for Bid Item No. 17 “Curb Painting and Pavement Markers” will be made at the lump sum (LS) price in the Bid Schedule which price shall constitute full

compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 18 – REMOVE STREET TREE

Measurement of payment for Bid Item No. 18 “Remove Street Tree” will be based upon, but not limited to, furnishing all plant, labor, materials, tools, equipment, transportation, disposal and other incidentals necessary for removal of any trees indicated on the Plans and all other related work per the Contract Documents. All work associated with the installation of topsoil, weed cloth, and mulch is considered incidental to the various bid items.

Payment for Bid Item No. 18 “Remove Street Tree” will be made at the each (EA) price in the Bid Schedule which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 19 – PLANT NEW STREET TREE

Measurement of payment for Bid Item No. 19 “Plant New Street Tree” will be based upon, but not limited to, furnishing all plant, labor, materials, tools, equipment, transportation, disposal and other incidentals necessary for planting of any trees indicated on the Plans and all other related work per the Contract Documents. The location and type of each new street tree is noted on the Plans. Street trees to be planted within private property are not included in this Contract. All work associated with the installation of topsoil, weed cloth, and mulch is considered incidental to the various bid items.

Payment for Bid Item No. 19 “Plant New Street Tree” will be made at the each (EA) price in the Bid Schedule which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

BID ITEM NO. 20 – 1-YEAR STREET TREE MAINTENANCE CONTRACT

Measurement of payment for Bid Item No. 20 “1-Year Street Tree Maintenance Contract” will be based upon, but not limited to, furnishing all plant, labor, materials, tools, equipment, water, transportation, disposal and other incidentals necessary for maintenance of new street trees planted with the Project, including: removal and replacement of unhealthy or damaged trees, watering, stakes, minor trimming and pruning and all other related work per the Contract Documents.

Payment for Bid Item No. 20 “Plant 1-Year Street Tree Maintenance Contract” will be made at the lump sum (LS) price in the Bid Schedule, for the duration of the 1-year maintenance period after the Notice of Completion for the Project, which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

SECTION 6 STORM WATER POLLUTION PREVENTION

6.01 Storm Water Pollution Prevention

Attention is directed to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these Special Provisions.

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule his operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

Water pollution control work is intended to provide prevention, control, and abatement of water pollution to streams, waterways, and other bodies of water, and shall consist of constructing those facilities which may be shown on the plans, specified herein or in the special provisions, or directed by the Engineer.

Before starting any work on the project, the Contractor shall submit, for acceptance by the City Engineer, a program to control water pollution effectively during construction of the project. Such program shall show the schedule for all erosion control work and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of his operation upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such program has been accepted.

The City Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program within not more than five (5) working days.

A Spill Response Plan shall be approved by the Engineer prior to any refueling of construction vehicles within the City right-of-way in accordance with Subsection 3.07 of these Technical Specifications. The Contractor must also have clean-up equipment onsite in the event of an accidental spill.

6.02 Temporary Erosion Control

Temporary erosion control shall consist of, but not be limited to, constructing such facilities and taking such measures as are necessary to prevent, control and abate water, mud, and erosion damage to public and private property as a result of the construction of this project. Contractor is referred to the California Stormwater Best Management Practices (BMP) Handbook for Construction, which can be found at www.cabmphandbooks.com. Contractor shall employ temporary erosion control measures that are acceptable to the Engineer to protect storm drain facilities from receiving construction debris, dirt, oil and grease, etc within the project limits. Vehicle and equipment cleaning and concrete washouts within the City right-of-way is strictly prohibited and an area is not provided for these activities as part of this Contract.

Temporary erosion control features as are necessary to prevent damage during the full duration of the project until final completion and shall be constructed and functioning. The

Contractor shall construct such supplementary temporary erosion control facilities as are necessary to protect adjacent private and public property.

6.03 Measurement and Payment

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

SECTION 7 CLEARING, GRUBBING, REMOVALS, RELOCATIONS AND DISPOSAL

7.01 General

Clearing, grubbing, removals and relocations shall be performed where shown on the Plans or where necessary for new construction or installation and shall be as herein specified.

Special care shall be taken by the Contractor to protect adjacent property, improvements, utilities facilities, lawns, landscape features and landscape irrigation and shrubbery from damage. Any such objects or improvements so damaged shall be replaced or restored in kind by the Contractor, at his own expense, to the satisfaction of the Engineer.

Unless otherwise specified on the Plans or herein provided, or unless approved for re-use in the work by the Engineer, all items and materials removed shall be immediately hauled from the site of the work and properly disposed of at approved locations.

If specified on the Plans, certain items shall be removed by the Contractor and salvaged for the City. Salvaged items shall be delivered by the Contractor to the City corporation yard at 19678 Eighth Street East, Sonoma, CA.

Reference is made to Subsection 1.02 of these Technical Specifications regarding existing conditions.

7.02 Asphalt and Concrete Pavement Removal - General

Asphalt and concrete removal operations shall be performed without damage to any structure or facility that is to remain in place, and the Contractor shall, at his own expense, repair any such damage to the satisfaction of the Engineer.

Asphalt shall be removed along clean, straight lines and may be cut by any method which will not damage existing pavement, base or subgrade to remain in place. Edges of asphalt broken down during the making of subgrade shall be recut and removed before surfacing material or new asphalt pavement is placed, and no additional compensation will be made therefore. Sections of asphalt outside the lines and limits of removal shown on the Plans or established by the Engineer that are removed, broken or damaged by the action of the Contractor, or through his negligence or operations, shall be replaced by the Contractor at his own expense to the satisfaction of the Engineer.

7.03 Cold Plane Asphalt Concrete Pavement

Existing asphalt concrete pavement shall be cold-planed at the locations and to the dimensions shown on the plans. Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width and shape of the cut shall be as indicated on the typical cross-sections, details, or as directed by the Engineer. The final cut shall result in a uniform surface

conforming to the typical cross-sections and details. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross-streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

When transverse joints are planed in the pavement at conform lines, no drop-off shall remain between the existing pavement and planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic, temporary asphalt concrete tapers shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapers on a slope of 30:1, or flatter, to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. Such removed material shall be disposed of outside the highway right-of-way in accordance with the provisions of Section 7-1.13 of the Standard Specifications.

Operations shall be scheduled such that not more than seven (7) days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at such conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be removed and disposed of outside the right-of-way in accordance with the provisions in Section 7-1.13 of the Standard Specifications. Removal operations of cold-planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer. Use of planed materials as sub-base material in accordance with applicable specifications should be considered by the Contractor.

Any concrete rings (i.e., at manholes) within the roadway shall be adjusted to cleanly accommodate the new AC overlay.

7.04 Concrete Removal

Unless otherwise shown or specified on the Plans, all sections of concrete to be removed shall be cut at the required lines to the full depth of the existing concrete by means of a suitable concrete saw. The cut lines shall be straight.

Concrete removal operations in connection with the alteration of an existing structure or facility shall be performed without damage to any portion of the structure or facility to remain in place and the Contractor shall, at his own expense, repair any such damage to the satisfaction of the Engineer.

Concrete curb, gutter, cross gutter, sidewalk, driveways, and curb ramps to be removed shall be removed to the nearest joint or score line unless otherwise approved by the Engineer.

Reinforcing steel may be encountered in portions of concrete to be removed and no additional compensation will be made therefore.

Sections of concrete broken during construction shall be re-sawcut before replacement and no additional compensation will be made therefore. Sections of concrete outside the lines and limits of removal shown on the Plans or established by the Engineer that are removed, broken or damaged by the action of the Contractor, or through his negligence or operations, shall be replaced by the Contractor at his own expense to the satisfaction of the Engineer.

7.05 Removal and Replacement of Obstructions

Existing improvements such as signs, posts and structures placed for the information, safety, direction and control of traffic, monuments, mailboxes, sprinklers, curb drains and other such obstructions which interfere with construction shall be carefully removed and replaced as shown on the Plans or as directed by the Engineer. The Contractor shall protect existing utilities during the removal of concrete, including shallow drain pipes and curb drains.

Traffic control devices and mailboxes shall remain in service at all times during construction.

All existing improvements, or portions thereof, to be replaced or to remain in place that are damaged or destroyed by the action of the Contractor, or through his negligence or operations, shall be repaired or replaced by the Contractor at his own expense to the satisfaction of the Engineer.

7.06 Other Removals and Relocations

The Contractor shall remove other items, or portions thereof, such as pipe, fences, headers, planters, culverts, rubble, walls, walks, steps and similar facilities where shown on the Plans, or where necessary for new construction or installation indicated on the Plans, and as herein specified. Care shall be taken in the removal operations so as not to damage any structure or facility, or portion thereof, that is to remain in place, and the Contractor shall, at his own expense, repair any such damage to the satisfaction of the Engineer. Where only a portion of a wall or other facility is to be removed, the cut surface of the portion to remain in place shall be finished as necessary in a workmanlike manner satisfactory to the Engineer.

Portions of abandoned underground utility lines and storm drains, whether or not shown on the Plans, that interfere with new construction or installation shall be removed by the Contractor. The ends of those portions of such facilities to remain in place shall be plugged with concrete for a minimum distance of twelve (12) inches.

Where abandoned manholes are encountered, and as shown on the plans, the Contractor shall remove the frame and cover and fill the manhole with 1 sack sand slurry to subgrade and plug with four (4) inches of asphalt concrete prior to the overlay.

Where shown or specified on the Plans, existing facilities, or portions thereof, shall be removed and relocated, adjusted or reconstructed in kind to the new lines, grades and locations indicated thereon in a workmanlike manner satisfactory to the Engineer. Where shown or specified on the Plans, the Contractor shall remove encroaching fences, sprinkler systems, brick walk, stepping stones and similar facilities, or portions thereof, and place them behind the right-of-way line for salvage by the property owner.

7.07 Trees and Tree Roots

The locations of street trees planned for removal and replacement are shown on the plans.

There are three bid items pertaining to street trees: “Remove Street Tree”, “Plant New Street Tree, and “1-Year Street Tree Maintenance Contract.”

A pre-construction bird nesting survey shall be conducted within 10 days prior to tree removal if street trees are to be removed between February 1 and August 14. If occupied nests are found, the trees shall not be removed until the birds have fledged. A biologist shall be retained to establish a no-construction buffer around the tree and to make the determination when the birds have fledged. A bird nesting survey is not required between August 15 and January 31.

The City Arborist shall be contacted and trees visibly flagged a minimum of 48-hours prior to any tree removal to perform an on-site inspection and clearance and for final review by the Engineer. Trees shall be removed in a manner satisfactory to the Engineer and City Arborist.

The Contractor is required to meet with the City Arborist or Engineer to review all tree protection requirements. All trees and surrounding soils shall be protected from equipment impact and damage. Soils shall be protected with no equipment allowed in existing landscape or tree planting areas. If access is required in these areas, soils shall be protected with minimum four inches of wood chip mulch. Any soil compaction resulting from construction activity in landscape areas shall be mitigated as directed by the City Arborist or Engineer. No materials, equipment, spoil, waste, or washout water should be deposited or stored within landscape or tree planting areas.

Tree roots that are identified on the Plans to be removed that are in conflict with new facilities shall be removed in their entirety or to provide the minimum clearances to new facilities as indicated below, regardless of root diameter. No separate compensation will be paid for removing roots identified on the Plans.

Where tree roots that are not identified on the Plans to be removed interfere with the construction or reconstruction of curb, gutter, sidewalk, pavement, water mains, water services or other facilities, the Contractor shall excavate and expose the roots for inspection by the Engineer and the City Arborist. Upon approval from the Engineer, the Contractor shall remove tree roots which are four (4) inches or less in diameter to provide a minimum clearance of six inches to any new facility. No separate compensation will be paid for removing roots not identified on the plans. Roots shall be cut by manually digging a trench to the depth of the future concrete section. Any exposed roots shall be cut cleanly with a saw, vibrating knife, rock saw, or other approved root-pruning equipment. Soil shall be replaced in the trench as soon as pruning is completed.

The City Arborist or Engineer will evaluate trees damaged during construction. Conducting proper corrective measures for damaged trees shall be the responsibility of the Contractor and shall include but not be limited to: pruning of damaged and dead wood; replacement of the tree per City requirements; alleviation of severe compaction by vertical mulching with augers or hydraulic soil probes; and alleviation of surface compaction by light cultivation or raking and the application of mulch.

Trees requiring removal must be replaced with a City-approved street tree. All trees shall be 24-inch box and conform to City Standard Detail No. 3 – Tree in Parkway Strip, with the exception that the irrigation system shown on the detail is not required. 2-inch Schedule 80 PVC irrigation chases shown on the Plans are required. All work and costs associated with the irrigation chases shall be included in the unit price for new sidewalk. Root barrier shall be “Root Solutions” control planter or equal.

For bidding purposes, the Plans provide a table that describes the location and type of each replacement tree. This information has been coordinated with the various property owners within the Project limits, but may be subject to change. New street trees may be located at the same or a different location within the Project limits. Street trees to be planted within private property are not included in this Contract.

The Contractor shall maintain new street trees for a 1-year period following the City Council approval of the Notice of Completion for the Project. Maintenance shall include furnishing all plant, labor, materials, tools, equipment, water, transportation, disposal and other incidentals necessary for watering, stakes, minor trimming and pruning, and removal and replacement of trees if deemed unhealthy or if damaged and in need of replacement. All costs associated with maintenance, including removal and replacement of trees, stakes, and other tree features noted on City Standard Detail No. 3 and shown on the Plans, shall be at the Contractor’s sole expense. Replacement trees shall be planted within 30 days of written notification from the City.

The final maintenance contract for the 1-year maintenance period shall be reviewed and approved by the City prior to acceptance of the Project.

Surface restoration in the vicinity of street tree removal and replacement shall be as noted on the Plans.

7.08 Adjust Manhole Frame and Cover to Grade

Existing manholes shown on the plans to be adjusted to grade shall be adjusted to finished grade in accordance with the details on the plans.

Prior to removal of an existing manhole frame, a platform to prevent debris from entering the sewer, storm drain or communication vault, shall be placed in the manhole above the top of the sewer or storm drain. The platform shall remain in place until all work on the manhole has been completed, the asphalt concrete has been placed around the manhole and all dirt and debris is removed from the platform.

Trimming of manhole cones (tapered section) will not be permitted.

All sections of the manhole grade rings shall be set in cement mortar and all joints smoothly grouted inside and out. The top of the completed manhole shall contain at least one three (3) inch grade adjustment ring. All manhole frames and covers shall be adjusted to grade after placement of the finish course of asphalt concrete.

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

The Contractor shall accurately locate and record the location of all manhole covers to be raised to grade. The Contractor shall furnish the City Engineer a copy of said record prior to resurfacing the street. Where shown on the plans and specified in these Special Provisions, utility vaults, manholes and boxes will be adjusted to grade by the utility company that owns the facility. The contractor shall coordinate with utility companies in advance of scheduled work to provide adequate time for determination of work.

Manhole frames and covers located within areas designated for slurry seal shall be protected such that adjustment is not required. As such, protection of said frames and covers is considered incidental to the work and no payment will be made for adjustment of said utility covers.

7.09 Adjust Valve Frame and Cover to Grade

Existing water valve frames and covers shown on the plans to be adjusted to grade shall be adjusted to final pavement grade in conformance with the details on the plans.

The Contractor shall accurately locate and record the location of all valve covers to be adjusted to grade and shall furnish the City Engineer a copy of said record prior to resurfacing.

Valve frames and covers located within areas designated for slurry seal shall be protected such that adjustment is not required. As such, protection of said frames and covers is considered incidental to the work and no payment will be made for adjustment of said utility covers.

7.10 Sawcut Pavement

Where no joint exists between concrete or asphalt concrete to be removed and concrete or asphalt concrete to remain in place, the concrete or asphalt concrete shall be cut in a neat line to a minimum depth of 0.17-foot with a power driven saw before the concrete or asphalt concrete is removed.

7.11 Reset Survey Monument

Survey monument adjustments shall conform to the provisions in Section 81, "Monuments," of the Standard Specifications, and these Special Provisions. This item of work shall consist of resetting cast-in-place Portland cement concrete survey monument at the location shown on the plans, as directed by the City Engineer, and these Special Provisions.

The survey marker disk for the survey monument shall be furnished by the Contractor.

The exact location of the monuments will be established by the Contractor's licensed surveyor and upon completion, the monuments will be checked and the center point stamped by the Contractor's licensed surveyor.

Waste materials generated by resetting survey monuments shall be disposed of in accordance with the requirements of Section 7-1.13, "Disposal of Materials Outside the Highway Right-of-Way," of the Standard Specifications.

The concrete portion of monuments shall be constructed in accordance with the provisions in Section 51, "Concrete Structures," and Section 90, "Portland Cement Concrete." Concrete shall be Class B. A one-inch maximum aggregate shall be used.

Any monument which will or may be disturbed by construction activities must be tied out and Corner Record or Record of Survey filed as defined in the Business and Professions Code State of California, Sections 8700 to 8805. The Contractor **MUST** first obtain written clearance from the City Engineer prior to disturbing any monument.

All work associated with resetting survey monuments is the responsibility of the Contractor, including any costs associated with the work.

7.12 Measurement and Payment

Full compensation for asphalt removals shall be included in the prices paid for “Bid Item No. 3 – Digouts and Repair.”

Full compensation for removal and replacement of unsuitable material underneath miscellaneous concrete sidewalk, curb and gutter or ADA curb ramps shall be included in the prices paid for “Bid Item No. 4 – Remove and Replace Unsuitable Material – Miscellaneous Concrete.”

Full compensation for removal and replacement of unsuitable material in the roadway shall be included in the prices paid for “Bid Item No. 5 – Remove and Replace Unsuitable Material – Roadway Section.”

Full compensation for asphalt cold planning shall be included in the prices paid for “Bid Item No. 6 – Conform Grind/Edge Grind AC Pavement.”

Full compensation for concrete removals shall be included in the prices paid for “Bid Item No. 8 – Remove Miscellaneous Concrete.”

Full compensation for adjusting manhole and valve frames and covers shall be included in the prices paid for “Bid Item No. 9 – Adjust Existing Utility Structures to Grade.”

Full compensation for resetting survey monuments shall be included in the prices paid for “Bid Item No. 10 – Reset Survey Monument.”

Full compensation for tree and tree root removal shall be included in the prices paid for “Bid Item No. 18 – Remove Street Tree.” Full compensation for tree planting shall be included in the prices paid for “Bid Item No. 19 – “Plant New Street Tree.”

Full compensation for the required 1-year street tree maintenance period and contract shall be included in the lump sum (LS) price paid for “Bid Item No. 20 – 1-Year Street Tree Maintenance Contract.” No additional compensation will be allowed.

Full compensation for conforming to other requirements, not specifically measured and paid for as part of any one bid item, and of this section shall be considered as incidental to the work and included in the prices paid for the various items of work and no additional compensation will be allowed nor separate payment shall be made therefore, including surface restoration behind the back of curb in the vicinity of removed and replaced street trees, removed and replaced sidewalk, driveways, curb ramps, and curb and gutter as described herein.

SECTION 8 WATER AND DUST CONTROL

8.01 General

Water for use in the work (grading, compaction, tests, dust control, etc.) will be available from Sonoma County Water Agency Sonoma Valley County Sanitation District, at 22675 Eighth Street East, Sonoma, CA. Prior to using any water, the Contractor may need to obtain a permit from the Sonoma County Water Agency.

The Contractor shall comply with all requirements of the permit and all water used shall be measured by means of a meter at the District location. The Contractor, at his option and expense, may obtain water from some source other than the City water system.

All water trucks and/or other tanks used by the Contractor shall have an approved air-gap separation between the free flowing discharge end of the supply pipe and the overflow rim of the receiving vessel. The air-gap shall be at least double the diameter of the supply pipe measured vertically above the overflow rim of the vessel, but in no case less than one inch.

The Contractor shall at all times provide for the abatement of dust nuisance. When required by the Engineer, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles as often as necessary to keep paved areas acceptably clean and free of dust.

8.02 Measurement and Payment

Water and dust control as herein provided shall be a supplementary obligation of the Contractor as provided for in Subsection 12.02 in Part IV, Special Provisions and no separate payment shall be made therefore.

SECTION 9 UTILITIES

9.01 General

The Contractor's attention is directed to the existence of underground utility lines, power and telephone poles and to sewer, water and storm drain facilities within the area in which construction is to be performed.

Prior to starting work, the Contractor shall (a minimum of two working days in advance) call Underground Service Alert (USA), toll free, at (800) 642-2444 and provide USA with all necessary data relative to the proposed work. USA will accept calls and process information to participating agencies who have underground facilities in the area between the hours of 7:30 a.m. and 5:00 p.m. daily, except Saturdays, Sundays and holidays. Between the hours 5:00 p.m. and 7:30 a.m. calls will be recorded and then processed after 7:30 a.m. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.

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

9.02 Measurement and Payment

All work required under this Section shall be a supplementary obligation of the Contractor as provided for in Part IV, Subsection 12.02 of these Special Provisions and no separate payment shall be made therefore.

SECTION 10 SURFACE CONCRETE FACILITIES

10.01 General

New concrete facilities including curbs, curbs and gutters, cross gutters, sidewalks, driveways, ADA curb ramps, and drainage facilities, shall be constructed at the locations indicated on the plans or as directed by the Engineer.

Concrete curbs, gutters, cross gutters, sidewalks, driveways, and ADA curb ramps shall conform with Section 73 of the Standards Specifications except as modified herein and shall conform to City Standard Details. All ADA curb ramps shall comply with Title 24 and current Caltrans and CBC requirements.

Concrete shall conform to the provisions of Section 90 of the Standard Specifications and these Special Provisions.

10.02 Materials

Materials for the construction of surface Concrete facilities shall be as herein specified.

10.02.1 Portland Cement Concrete

Portland cement concrete shall be in conformance with the City Standard Details and in accordance with the provisions of Section 90 of the Standard Specifications.

10.02.2 Forms

Forms shall be as specified in Subsection 73-1.04 of the Standard Specifications.

10.02.3 Steel Reinforcement

Bar reinforcement shall be Grade 40 or Grade 60 as specified in Section 52 of the Standard Specifications. Welded wire fabric shall be as specified in Section 52 of the Standard Specifications.

10.02.4 Aggregate Base Material

Aggregate base material shall be Class 2 aggregate base material as specified in Section 12 of these Technical Specifications.

10.02.5 Other Materials

Other materials necessary for the construction of surface concrete facilities shall include 1 pound lamp black per cubic yard, and shall be as specified or shown on the Plans and shall be satisfactory to the Engineer.

10.02.6 Truncated Dome Panels

Detectable warning surface shall be a raised truncated dome pattern conforming to the details on Standard Plan A88A. The truncated dome panels to be used at both new and existing curb ramp location shall be yellow in color and extend the full width of the ramp.

10.03 Construction

Construction, finishing and curing of surface concrete facilities shall be in accordance with the applicable provisions of Sections 51, 73 and 90 of the Standard Specifications and as shown or specified on the Plans except as herein provided.

10.03.1 Steel Reinforcement

Steel reinforcement shall be placed as shown on the Plans and as specified in Section 52 of the Standard Specifications.

10.03.2 ADA Accessible Curb Ramps

ADA curb ramps shall be field fit to the approximate limits as shown in the Plans and as specified in these Specifications or as directed by the Engineer in accordance with the Americans with Disabilities Act (ADA) and the California Building Standards Code (April 11, 2008). The Contractor shall be aware of requirements governing the construction of accessible ramps.

Detectable warning surfaces (truncated domes) shall be installed in a manner that complies with all the requirements set forth in Section 9.03.3 for new ADA ramps regarding maximum slopes and all other related requirements.

10.03.3 Curing

Curing shall be by the Curing Compound Method in accordance with Subsection 90-7.01 B of the Standard Specifications. Curing compound shall be of the non-pigmented type.

10.03.4 Finishing

Finishing shall be as specified on the Plans or if not specified on the Plans shall be a light broom finish.

10.03.5 Traffic

Traffic shall not be allowed to pass over any concrete facilities until after at least 72 hours curing time has elapsed. Compaction of base material or paving adjacent to curb and gutter shall not be done until after at least 72 hours curing time has elapsed.

10.03.6 Patching Existing Pavement

At locations where existing asphalt concrete pavement is removed to provide for the reconstruction of surface concrete facilities, the Contractor shall patch the area between the existing pavement and the new concrete facility with asphalt concrete meeting the requirements of these Special Provisions. Asphalt concrete shall be 3-inch minimum thickness and shall be placed on undisturbed or recompacted existing base or subgrade. Where patching is at the back of sidewalk or driveway approach in an area which will not be resurfaced, the existing pavement shall be sawcut at the removal line. Paint binder shall be as specified in Section 12 in these Technical Specifications.

10.04 Certified Weighmaster's Certificate

When concrete is delivered to the job in truck mixers, the Engineer shall be provided a legible certified weighmaster's certificate which shall contain the following information:

Name of vendor

Name of contractor

Number of cubic yards in the load

Actual weights of cement and of each size of aggregate

Amount of water added at the plant

Amount of water in the aggregate

Brand and type of cement
Brand and amount of admixture
Time and date of batching

10.05 Field Testing

Field testing shall include testing for concrete slump as per ASTM C143 and compressive strength as per ASTM C39. Such testing shall be at a frequency determined by the Engineer and shall be performed by the City laboratory at the City's expense. The Contractor shall furnish the concrete necessary for slump testing and casting test cylinders for compression testing.

10.06 Measurement and Payment

Full compensation for ADA curb ramps shall be included in the prices paid for "Bid Item No. 11 – ADA Curb Ramp."

Full compensation for sidewalks and driveways shall be included in the prices paid for "Bid Item No. 12 – Minor Concrete – Sidewalk and Driveway."

Full compensation for curb and gutter shall be included in the prices paid for "Bid Item No. 13 – Minor Concrete – Curb and Gutter."

Full compensation for cross gutter shall be included in the prices paid for "Bid Item No. 14 – Minor Concrete – Cross Gutter."

Full compensation for conforming to other requirements, not specifically measured and paid for as part of any one bid item, and of this section shall be considered as incidental to the work and included in the prices paid for the various items of work and no additional compensation will be allowed nor separate payment shall be made therefore, including surface restoration behind the back of curb in the vicinity of removed and replaced street trees, removed and replaced sidewalk, driveways, curb ramps, and curb and gutter.

SECTION 11 ROADWAY EXCAVATION

11.01 General

Roadway excavation shall consist of all excavation involved in the grading and construction of the roadway, except trench excavation in designated areas for new water services as described in Part V, Section 19.

The work described in this Section shall conform to the provisions of Section 19 of the Standard Specifications.

11.02 Unsuitable Subgrade Material

Unsuitable, weak and unstable material encountered during grading operations beneath existing asphalt cement (AC) pavement section or miscellaneous concrete section, shall be excavated and disposed of; or excavated, moisture conditioned and recompacted as directed by the Engineer. Unsuitable material shall be as defined in Subsection 19-2.202 of the Standard Specifications and as by observation during construction by the Engineer.

As shown in the plans and per direction in the field by the Engineer, unsuitable material shall be replaced with either AC pavement or Class 2 aggregate base material. Subgrade material shall not be scarified, moisture conditioned, or compacted without the direction of the Engineer.

11.03 Field Testing

On-site nuclear and/or sand cone field density and moisture content testing as per ASTM D2922 and ASTM D3017 or ASTM D1156. Such testing shall be at a frequency determined by the Engineer, coordinated with the Contractor's work, and shall be performed by the City laboratory or consultant at the City's expense. If necessary, the Contractor shall furnish material samples of sufficient quantity to allow the City to conduct laboratory testing.

Whenever the Contractor's operations do not conform to the prescribed criteria or requirements contained in this Section or other Sections, Engineer will prohibit placement of an overlying lift until Contractor takes effective corrective action.

11.04 Measurement and Payment

Full compensation for work described in this section shall be considered for payment in Bid Item No. 4 "Remove and Replace Unsuitable Material – Miscellaneous Concrete" will be made at the cubic yard (CY) price in the Bid Schedule for removal and replacement of unsuitable material with additional pavement fabric and aggregate base, which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

Full compensation of work described in this section shall be considered for payment in Bid Item No. 5 "Remove and Replace Unsuitable Material – Roadway Section" will be made at the cubic yard (CY) price in the Bid Schedule for removal and replacement of unsuitable material with additional pavement fabric, aggregate base, and/or AC tack coat and asphalt concrete (AC), which price shall constitute full compensation for the completion of all such work as required per the Contract Documents.

SECTION 12 AGGREGATE BASE

12.01 General

This Section is applicable to all aggregate base material to be used for the project.

Aggregate base shall be constructed on prepared subgrade at the locations to the lines, grades and thicknesses specified or shown on the Plans and as herein specified.

12.02 Material

All aggregate shall be Class 2 conforming to the provisions of Section 26 of the Standard Specifications. Grading shall be as specified for 3/4-inch maximum aggregate.

12.03 Certificate of Compliance

The Contractor shall furnish the Engineer a Certificate of Compliance in accordance with Section 6-1.07 of the Standard Specifications.

12.04 Compaction

Class 2 aggregate base shall be compacted to 95% relative compaction of Modified Proctor Dry Density (ASTM D1557). Water content shall be in the range of optimum minus 1% to optimum plus 2% in accordance with ASTM D1557. Compaction tests shall be in accordance with the provisions of Subsection 12.04 of these Technical Specifications.

12.05 Field Testing

On-site nuclear and/or sand cone field density and moisture content testing as per ASTM D2922 and ASTM D3017 or ASTM D1156. Such testing shall be at a frequency determined by the Engineer, coordinated with the Contractor's work, and shall be performed by the City laboratory or consultant at the City's expense. If necessary, the Contractor shall furnish material samples of sufficient quantity to allow the City to conduct laboratory testing.

Whenever the Contractor's operations do not conform to the prescribed criteria or requirements contained in this Section or other Sections, Engineer will prohibit placement of an overlying lift until Contractor takes effective corrective action.

12.06 Measurement and Payment

Payment for aggregate base used for construction of curb and gutter, cross gutters, sidewalks, driveways, ADA curb ramps, AC pavement, and AC overlay that are removed and reconstructed shall be considered to be included in the contract prices paid for each Bid Item and no separate payment shall be made therefore.

SECTION 13 ASPHALT CONCRETE PAVEMENT

13.01 General

Work to be performed under this Section covers all labor, materials, tools, equipment, transportation, and incidentals necessary to construct asphalt concrete pavements. This shall include work for asphalt concrete overlay, leveling courses and new asphalt concrete.

All such work shall conform to Section 39 of the Caltrans Standard Specifications; these Special Provisions; and the plans and typical sections.

Unless otherwise noted or directed by the Engineer, all asphalt concrete pavement shall include pavement reinforcing fabric as specified in Section 39-4.03 of the Standard Specifications. Pavement reinforcing fabric is not included in the Project for Heather Lane as noted on the Plans.

Prior to the use of any asphalt concrete in the work, the Contractor shall furnish the Engineer Certificates of Compliance in accordance with Subsection 6-1.07 of the Standard Specifications.

13.02 Materials

Materials shall be as herein specified.

13.02.1 Asphalt Concrete

Asphalt concrete for final surface course shall be Type A, 1/2" maximum aggregate, medium grading, and for base courses shall be Type A, 3/4" maximum aggregate, medium grading, as specified in Section 39 of the Standard Specifications.

Asphalt binder shall be paving asphalt PG 64-16 conforming to the applicable provisions of Section 92 of the Standard Specifications, in the approximate amount of 5.5 percent of the dry aggregate by weight, the exact amount to be regulated by the Engineer.

13.02.2 Paint Binder

Paint binder shall be Type SS-1, SS-1h or RS-1 emulsified asphalt as specified in Section 94 of the Standard Specifications.

13.03 Construction

Asphalt concrete construction shall be in accordance with the applicable provisions of Section 39 of the Standard Specifications except as herein specified.

13.03.1 Paint Binder

Paint binder shall be applied as specified in Subsection 39-4 of the Standard Specifications.

13.03.2 Spreading and Compacting

Asphalt concrete shall be spread and compacted as specified in Subsection 39-6 of the Standard Specifications, except as herein provided.

Asphalt concrete for resurfacing of streets shall be spread by means of a self-propelled asphalt paver meeting the requirements of Subsection 39-5 of the Standard Specifications.

Asphalt concrete shall be spread by means of a self-propelled asphalt paver meeting the requirements of Subsection 39-5 of the Standard Specifications. Asphalt concrete shall be transferred from the trucks into the hopper of the paving machine by means of a shoulder machine equipped with a conveyor belt. Any equipment used to transfer asphalt concrete to the paving machine shall not exceed the load capacity of any surface it is driven over and, therefore, shall not produce rutting or pumping of the existing roadway surface or newly placed asphalt concrete base at any time. No trucks or other rubber tired construction equipment are allowed on the subgrade at any time. No trucks or other rubber tired construction equipment are allowed on newly placed asphalt concrete base until the day after the asphalt concrete base is placed.

All other asphalt concrete shall be spread by any means to obtain the specified thickness and a smooth, uniform surface.

Asphalt concrete shall be thoroughly compacted by rolling as specified in Subsection 39-6 of the Standard Specifications. Compacting equipment shall conform to the provisions of Subsections 39-5 and 39-6 of the Standard Specifications.

Density and smoothness of asphalt concrete pavement shall be as specified in Subsection 39-6.03 of the Standard Specifications.

13.03.3 Joints

Joints shall be as specified in Subsection 39-6 of the Standard Specifications. Longitudinal joints shall correspond with the edges of proposed traffic lanes unless otherwise approved by the Engineer.

13.03.4 Proof Rolling

After the existing asphalt paving has been removed, the areas to be resurfaced shall be proof rolled by the Contractor, using a full water truck, in the presence of the Engineer and his representatives.

13.03.05 Field Testing

On-site nuclear field density and as per ASTM D2950. Such testing shall be at a frequency determined by the Engineer, coordinated with the Contractor's work, and shall be performed by the City laboratory or consultant at the City's expense. If necessary, the Contractor shall furnish material samples of sufficient quantity to allow the City to conduct laboratory testing.

Whenever the Contractor's operations do not conform to the prescribed criteria or requirements contained in this Section or other Sections, Engineer will prohibit placement of an overlying lift until Contractor takes effective corrective action.

13.03.6 Finish Grade

Finished asphalt concrete grades shall conform to existing features, such as gutters per the locations of the plans. Existing grades shall be maintained unless otherwise specified on the Plans or directed by the Engineer.

The complete surfacing shall be true to grade and cross section, of uniform thickness, smoothness and texture, compacted firmly and free from depressions, humps or

irregularities. Finish grades shall conform to the lines and grades as shown on the Plans or otherwise specified by the Engineer.

A drop off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic.

13.04 Measurement and Payment

Full compensation for asphalt overlay shall be included in the prices paid for “Bid Item No. 15 – 2-Inch Asphalt Concrete Overlay” and “Bid Item No. 16 – 2.5-Inch Asphalt Concrete Overlay – Heather Lane.”

Payment for asphalt concrete used for AC overlay shall be considered to be included in the contract unit prices in the Bid Schedule for each of those items and no additional compensation will be allowed nor separate payment shall be made therefore.

SECTION 14 PAVEMENT REINFORCING FABRIC

14.01 Materials

Pavement reinforcing fabric (a.k.a. "Pavement Fabric", "Stabilization Fabric") shall be placed at the locations shown on the Plans and as directed by the Engineer. Pavement reinforcing fabric shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and as follows:

Pavement Fabric shall be Mirafi MPV400 or approved equal. Stabilization Fabric shall be Mirafi 600X or approved equal.

14.02 Construction

Pavement reinforcing fabric shall be placed in accordance with the requirements of Section 39-4.03, "Pavement Reinforcing Fabric" of the Standard Specifications.

14.03 Measurement and Payment

Full compensation for street overlay pavement fabric work and features shall be considered to be included in the unit cost in the Bid Schedule for "Bid Item No. 7 – Pavement Fabric."

Full compensation for stabilization fabric work and features shall be considered to be included in the unit cost in the Bid Schedule for "Bid Item No. 3 – Digouts & Repair," "Bid Item No. 4 – Remove & Replace Unsuitable Material – Miscellaneous Concrete," and "Bid Item No. 5 – Remove & Replace Unsuitable Material – Roadway Section."

No additional compensation for pavement reinforcing fabric will be allowed.

SECTION 15 DIGOUTS AND REPAIRS

15.01 General

The work shall consist of removal and disposal of existing asphalt concrete and base if necessary, to the specified depth by cold planing, mechanical, or other methods and replacement with of full depth asphalt concrete.

Digouts and repairs on roadways designated to be milled shall be performed after the cold planing operation in order to allow for a review of the limits of removal by the Engineer.

15.02 Asphalt Concrete

Asphalt concrete used for digouts shall be either 1/2 or 3/4 inch Type A Max. Medium with PG 64-16 and shall be placed and compacted in three-inch maximum lifts. The asphalt concrete shall conform to Section 39 of the Standard Specifications and these Special Provisions.

15.03 Asphalt Concrete Digout and Repair

At locations shown on the plans and as directed by the Engineer in the field, the pavement areas designated to be dug out shall be removed to a uniform depth. Any broken or damaged pavement edges shall be re-cut prior to paving. All removed material shall be cleared from the site. The Engineer shall review the proposed digout locations prior to start of work to confirm limits.

On areas where the underlying material appears to be wet or soft or where it deflects under wheel loads, the Contractor shall employ excavation and work techniques that do not worsen the subgrade condition.

Prior to placing full-depth asphalt concrete in three-inch (3") maximum lifts, each pavement replacement area shall be reviewed by the Engineer or Geotechnical Engineer. Coordinate with the Engineer and provide adequate time for determination of the work. The surface shall not visibly yield or deflect. Soft, yielding, unstable, or unsuitable areas shall be removed and replaced with base rock or asphalt concrete. If the areas were caused or significantly worsened by the Contractor's operations, these areas shall be replaced at the Contractor's expense.

In the event that the underlying material is soft, yielding, unstable, or unsuitable, it shall be excavated to a depth of 0.5-feet below the depth required, or as otherwise directed in the field by the Engineer, and disposed of in accordance with these Special Provisions. The limits of removal shall be designated by the Engineer. The resulting space shall be filled with a single lift of asphalt concrete.

Unsuitable material is defined as material the Engineer determines to be:

- A. Of such unstable nature as to be incapable of being compacted to specified density using ordinary methods at optimum moisture content, or
- B. Too wet to be properly compacted and circumstances prevent in-place drying prior to incorporation into the work, or
- C. Otherwise unsuitable for the planned use.

All vertical edges of existing pavement or concrete shall receive a tack coat immediately prior to paving. No prime coat shall be required. A tack coat between layers of asphalt concrete shall be required if not paved on the same day or if the surface has been contaminated or soiled. Any contamination or soiling shall be thoroughly cleaned and a tack coat placed between layers immediately prior to paving.

15.04 Measurement and Payment

Payment for digouts and repairs shall be considered to be included in the contract unit prices for digouts and repairs, “Bid Item No. 3 – Digouts and Repair” and no separate payment shall be made therefore.

SECTION 16 AC TACK COAT

16.01 General

The work to be performed shall consist of furnishing and applying tack coat in conjunction with asphalt concrete overlays and other asphalt concrete paving work.

16.02 Materials

The tack coat shall be emulsified asphalt of grades RS1h or SS1h, conforming to Section 94, "Asphaltic Emulsions," of the Standard Specifications.

16.03 Application

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the asphalt concrete as permitted by the Engineer. Preparation of the surface shall be performed as described in these Special Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the asphalt concrete, additional tack coat shall be applied as directed by the Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Existing facilities adjacent to the limits of work including pavement, curb, gutter, driveway, sidewalk, etc. shall be protected from drips, spills, or tracking of tack oil. Residue of the material shall be removed from concrete surfaces by sandblasting to the extent required by the Engineer at no extra cost to the City.

Tack coat shall be applied as specified in Subsection 39-4.02 of the Standard Specifications and these Special Provisions. The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Further, tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade.

Tack coat shall be applied to all vertical edges to be paved against including curb faces and gutter lips as well as concrete gutter pans (horizontal), where proposed. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

16.04 Measurement and Payment

No separate payment will be made for work or other features as required and outlined in this Section. Full compensation for such work and features shall be considered to be included in the unit costs in the Bid Schedule for items which include asphalt concrete. No additional compensation for tack coat will be allowed.

SECTION 17 STRIPING AND MARKINGS

17.01 Pavement Markers

Pavement markers, of the various kinds, reflective and non reflective, shall conform to the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these Special Provisions.

Pavement Markers shall be placed to the line established by the Contractor and approved by the Engineer, which will consist of temporary painted line or new or existing stripes one for each line of markers.

All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.

The adjustment provisions in Section 4-1.03B(1), "Increases of More than 25 Percent," and in Section 4-1.03B(2), "Decreases of More than 25 Percent," shall not apply to any contract item involving pavement markers.

Standard Set Type epoxy adhesive shall not be used.

17.02 Measurement and Payment

Full compensation for such work and features shall be considered to be included in the unit costs in the Bid Schedule for items which include pavement markers and curb stripe, "Bid Item No. 17 – Curb Painting and Pavement Markers" and no separate payment shall be made therefore.

SECTION 18 CONSTRUCTION STAKING

18.01 General

This work shall consist of furnishing and setting construction stakes and marks by the Contractor to establish the lines and grades required for the completion of the work as shown on the Plans and as specified in the Standard Specifications and these Technical Specifications. All construction staking shall be performed by a surveyor licensed in the State of California.

18.02 Construction

The layout and establishment of grades for the pedestrian ramps shall be made by the Contractor. The layout and grades shall be verified by the Engineer prior to the placement of concrete. All layout and grades shall conform to the current code requirements for slopes and cross slopes. At locations where grades are not indicated, the work shall be laid out to comply with existing code requirements.

All other specifications, including the requirements in Section 5-1.07, "Lines and Grades," of the Standard Specifications, which require the establishment of lines and grades by the Engineer shall not apply to this contract.

Construction stakes and markings shall be removed from the site of the work when no longer needed.

18.03 Measurement and Payment

All costs involved with "Construction Staking" shall be included in the prices paid for the various contract items of work and no separate or additional compensation shall be allowed therefore.