



**PROJECT MANUAL  
FOR  
FY 2011-12 PAVEMENT MAINTENANCE PROJECT  
SOLVANG PROJECT NO. PW 025  
OCTOBER 14, 2011**

*FOR USE WITH THE  
STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION*



Prepared under the supervision of  
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## SECTION A - BID DOCUMENTS & INFORMATION

### IMPORTANT NOTICE:

**Forms A3 through A11 must be completed and submitted with all bids.**

- A1 - Notice Inviting Bids
- A2 - Information for Bidders
- A3 - Bid Proposal
- A4 - Bid Schedule
- A5 - Bid Bond
- A6 - Bid Guarantee (submitted in lieu of Bid Bond)
- A7 - Bidder Information
- A8 - Experience Statement
- A9 - Designation of Suppliers & Subcontractors
- A10 - Bidder's Statement Regarding Insurance Coverage
- A11 - Statement Regarding the Contractor's Licensing Laws

Failure to complete, sign, and return the above proposal documents with your bid may render it non-responsive.

## A1 - NOTICE INVITING BIDS

### FY 2011-12 PAVEMENT MAINTENANCE PROJECT, PW 025

PUBLIC NOTICE IS HEREBY GIVEN that the City of Solvang as AGENCY, invites sealed bids for the above stated project and will receive such bids in the office of the City Clerk, City Hall, 1644 Oak Street, Solvang, CA 93463 up to the hour of **3:00 p.m., Tuesday, November 8, 2011**, when the bids will be publicly opened and read.

Bidders are encouraged to attend a non-mandatory pre-bid walk-through of the proposed work sites. The pre-bid walk-through will begin at **3 p.m. on Tuesday, November 1, 2011**, in the Public Works Conference Room at 411 Second Street, Solvang, CA 93463.

**OBTAINING CONTRACT DOCUMENTS:** The Contract Documents are entitled "**FY 2011-12 PAVEMENT MAINTENANCE PROJECT, PW 025**". The documents may be found on the City website. If you download the documents please send an email to Frank Saunders, [franks@cityofsolvang.com](mailto:franks@cityofsolvang.com), so you can be added to the plan holders list.

The Contract Documents are attached hereto at no cost to bidders. Inquiries should be addressed to the City of Solvang, Frank Saunders, Engineering Technician, at (805) 688-5575 x239, located at 411 Second Street, Solvang, CA 93463.

**COMPLETION OF WORK:** The project must commence by the commencement date stated in the Notice to Proceed. The WORK must be completed within **45 Working Days** from the Notice to Proceed.

**DESCRIPTION OF WORK:** The WORK includes, but is not limited to **the pavement rehabilitation of public streets at various locations throughout the City of Solvang**. The engineers estimated cost of construction for this project is **\$150,000**. The work includes:

**Crack sealing, AC pavement dig-out repairs (by sawcutting and excavating, or by cold milling), disposal of AC grindings, traffic control, placement of traffic striping, markings and markers; and related work.**

**LOCATION OF WORK:** See Project Manual APPENDIX "A" – PROJECT SUMMARY, and APPENDIX "B" – PROJECT LOCATION MAP for the location of the various sites included in this project.

The AGENCY hereby affirmatively ensures that all business enterprises will be afforded full opportunity to submit bids in response to this Notice and will not be discriminated in any consideration leading to the award of contract.

Bids must be prepared on the approved Proposal forms in conformance with **A2 – INFORMATION FOR BIDDERS** and submitted in envelopes, sealed and plainly marked on the outside, "**SEALED BID FOR FY 2011-12 PAVEMENT MAINTENANCE PROJECT, PW 025, DO NOT OPEN WITH REGULAR MAIL**". The bid must be accompanied by a bid guarantee in the form of a certified or cashier's check or bidder's bond, made payable to the AGENCY for an amount no less than ten percent (10%) of the total bid amount.

The City of Solvang is a charter city. Under the authority of City of Pasadena v. Charleville (1932) 215 Cal. 384, 392 and Vial v. City of San Diego, 122 Cal. App. 3d 346, payment of prevailing wages pursuant to Labor Code Section 1770 et seq., is not required on this project. In that this Agreement is not governed by the prevailing wage law, the submission by the Contractor of certified payrolls or copies thereof, is not required. However, in accordance with the regulations of the United States Department of Labor and the California Department of Industrial Relations, each Contractor, or subcontractor shall preserve its weekly payroll records for a period of 3 years from the date of completion of this contract. Such payroll records shall be made available at all times for inspection by the City or its authorized representative.

The Agency will deduct a ten percent (10%) retention from all progress payments as specified in **C9 – MEASUREMENT & PAYMENT**.

The contract will not be awarded to a Contractor who does not hold a valid Class "A" license or the appropriate "C" license in accordance with the provisions of the Business and Professions Code.

The AGENCY reserves the right to reject any or all bids, to waive any irregularity, and to take all bids under advisement for a period of forty-five (45) days.

For questions regarding this project contact the Public Works Director, Matt van der Linden, at (805) 688-5575 x222, or mattv@cityofsolvang.com.

BY ORDER OF THE CITY OF SOLVANG.

By:  \_\_\_\_\_  
Brad Vidro, City Manager

## **A2 - INFORMATION FOR BIDDERS**

### **A2.01 INSPECTION OF SITE OF WORK**

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means, as they may prefer, of the location of the proposed work and as to the actual conditions of and at the site of work. If, during the course of his/her examination, a bidder finds facts or conditions which appear to him/her to conflict with the letter or spirit of the contract documents, or with any other data furnished him/her, he/she may apply to the Agency in writing in accordance with **A2.04 INTERPRETATION OF CONTRACT DOCUMENTS** for additional information and explanation before submitting his/her bid.

The submission of a proposal by the bidder shall constitute the acknowledgment that, if awarded the contract, he/she has relied and is relying on his/her own examination of (a) the site of the work, (b) the access to the site, and (c) all other data, matters, and things requisite to the fulfillment of the work and on his/her own knowledge of existing services and utilities on and in the vicinity of the site of the work to be constructed under the contract, and not on any representation or warranty of the Agency. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the above items.

### **A2.02 EXAMINATION OF CONTRACT DOCUMENTS**

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). The submission of a proposal shall constitute an acknowledgment upon which the Agency may rely that the bidder has thoroughly examined and is familiar with the contract documents. The bidders' attention is directed to the need for special invoicing for this project. The failure or neglect of a bidder to receive or examine any of the contract documents shall in no way relieve him/her from any obligations with respect to his/her proposal or to the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any contract document.

### **A2.03 CONTRACT PERIOD / CONSTRUCTION COMPLETION DATE**

Bidder's attention is called to the provisions set forth in **C6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**, particularly those pertaining to the contract period and liquidated damages for avoidable delays.

### **A2.04 INTERPRETATION OF CONTRACT DOCUMENTS**

No oral interpretations will be made to any bidder as to the meaning of the contract documents. Requests for an interpretation shall be made in writing and delivered to the Agency at least five (5) days before the time announced for opening the proposals. Interpretations by the Agency will be in the form of an addendum to the contract documents and, when issued, will be sent as promptly as is practical to all parties to whom the contract documents have been issued. All such addenda shall become part of the contract. All questions shall be addressed to Matt van der Linden at (805) 688-5575, or E-Mail [mattv@cityofsolvang.com](mailto:mattv@cityofsolvang.com).

### **A2.05 SOIL INFORMATION**

No soils reports have been prepared for this project.

### **A2.06 PROPOSAL**

Proposals shall be made on the forms enclosed in **SECTIONS A3 through A15** of these specifications without removal from the bound contract documents. All proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the bidder or his/her authorized representative, with his/her address. If the proposal is made by an individual, his/her name, signature and post office address must be shown; if made by firm or partnership, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown; if made by a corporation, the proposal shall show the name of the state under the laws of which the

corporation is chartered, the name and post office address of the corporation, and the name and title of the person who signs on behalf of the corporation. If the proposal is made by a corporation, a certified copy of the bylaws or resolution of the board of directors of the corporation shall be furnished showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

Each proposal shall be enclosed in a sealed envelope, labeled as specified in **A1 – NOTICE INVITING BIDS**. Bidders are warned against making erasures or alterations of any kind, and proposals that contain omissions, erasures or irregularities of any kind may be rejected. No oral, telegraphic or telephonic proposals or modifications will be considered.

In conformance with the Business and Profession Code, Section 7028.15, the Contractor must state clearly his/her license number and expiration date. In addition he/she shall sign a statement that these representations were made under the penalty of perjury. This statement shall be made on **A8 – EXPERIENCE STATEMENT**.

#### **A2.07 ADDENDA**

Each proposal shall include specific acknowledgment in the space provided on **A3 – BID PROPOSAL** of receipt of all addenda issued during the bidding period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

#### **A2.08 BID PRICES**

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract including, but not limited to, furnishing all materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, except as may be provided otherwise in the contract documents. In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid.

In preparing bid prices bidder represents that he/she has carefully examined the Contract Documents and the site where the work is to be performed and that he/she has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules, and regulations that may affect, in any manner, the performance of the work. The bidder further represents that he/she has studied all surveys and investigation reports about subsurface and physical conditions pertaining to the job site, that he/she has performed such additional surveys and investigations as he/she deems necessary to complete the work at his/her bid price, and that he/she has correlated the results of all such data with the requirements of the Contract Documents. The submittal of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, including locality, uncertainty of weather and all other contingencies, and as to the character, quality, quantities, and scope of the work.

The plans and specifications for the work show subsurface conditions or otherwise hidden conditions as they are supposed or believed by the Design Engineer to exist, but is not intended or to be inferred that the conditions as shown thereon constitute a representation that such conditions are actually existent. Except as otherwise specifically provided in the Contract Documents, the Agency, the Design Engineer and their consultants or agents shall not be liable for any loss sustained by the Contractor as a result of any variance of such conditions as shown on the plans and the actual conditions revealed during the progress of the work or otherwise.

The Contractor shall perform an independent quantity take off of the plans and bid accordingly. Quantities listed in **A4 – BID SCHEDULE** are intended only as a guide for the Contractor as to anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents and shown on the plans to neat line and grade.

The Contractor will not be reimbursed for unauthorized work performed outside of that required by the Contract Documents.

## **A2.09 TAXES**

No mention shall be made in the proposal of sales tax, use tax, or any other tax, as all amounts bid will be deemed and held to include any such taxes which may be applicable.

## **A2.10 RECOGNITION OF BONDING COMPANIES**

All bonding companies used by the Contractor in this contract must be recognized by the Federal Government within Circular 570. All proposals or contracts received that include bonds posted by bonding companies not recognized in Circular 570 will result in the disqualification of the bid proposal and forfeiture of the bid bond.

## **A2.11 QUALIFICATION OF BIDDERS**

Each bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. A statement setting forth his/her experience shall be submitted by each bidder on **A8- EXPERIENCE STATEMENT** form provided herewith.

Each bidder shall possess a valid Contractor's License issued by the Contractor's State License Board at the time his/her bid is submitted. The class of license shall be applicable to the work specified in the contract. Each bidder shall also have no less than five (5) years experience in the magnitude and character of the work bid.

It is the intention of the Agency to award a contract to a bidder who furnished satisfactory evidence that he/she has the requisite experience and ability, and that he/she has sufficient capital, facilities, and plant to enable him/her to prosecute the work successfully and properly, and to complete it within the time named in the contract.

To determine the degree of responsibility to be credited to the bidder, the Agency will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. If in the opinion of the Agency, a bidder is determined to be insufficiently qualified, then that bid will not be considered for award of the contract.

## **A2.12 DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS**

Each proposal shall have listed on **A9 – DESIGNATION OF SUPPLIERS & SUBCONTRACTORS** provided herewith the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half percent of the total amount of his/her bid. For the purpose of this paragraph, a subcontractor is defined as one who contracts with the Contractor to furnish materials and labor, or labor only for the performance of work at the site of the work or who will specially fabricate a portion of the work off the site pursuant to detailed drawings in the contract documents.

## **A2.13 PROPOSAL GUARANTEE**

The proposal shall be accompanied by a proposal guarantee bond duly completed on the form provided herewith by a guarantee company authorized to carry on business in the State of California for payments to the Agency in the sum of at least 10% of the total amount of the bid proposal, or alternatively by a certified or cashier's check payable to the Agency in the sum of at least 10% of the total amount of the bid proposal. The amount payable to the Agency under the proposal guarantee bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the Agency in case of failure or neglect of the bidder to furnish, execute and deliver to the Agency the required performance bond as well as material and labor bond, evidences of insurance and to enter into, execute and deliver to the Agency the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Agency that the award has been made and the agreement is ready for execution.

## **A2.14 MODIFICATION OF PROPOSAL**

A modification of a bid proposal already received will be considered only if the modification is received prior to the time announced for the opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid proposal.

#### **A2.15 WITHDRAWAL OF PROPOSAL**

A proposal may be withdrawn by a written request signed by the bidder. Such requests must be delivered to the Agency's designated official prior to the bid opening hour stipulated in the **A1 – NOTICE INVITING BIDS**. Proposals may not be withdrawn after said hour without forfeiture of the proposal guarantee. The withdrawal of a proposal will not prejudice the right of the bidder to submit a new proposal, providing there is time to do so.

#### **A2.16 POSTPONEMENT OF BID OPENING**

The Agency reserves the right to postpone the date and time for opening of bids at any time prior to the date and time announced in **A1 – NOTICE INVITING BIDS**.

#### **A2.17 DISQUALIFICATION OF BIDDERS**

If there is reason to believe that collusion exists among the bidders, none of the bids of the participants in such collusion will be considered. In the event that any bidder acting as a prime Contractor has an interest in more than one proposal, all such proposals will be rejected, and the bidder will be disqualified. This restriction does not apply to subcontractors or suppliers who may submit quotations to more than one bidder, and while doing so, may also submit a formal proposal as a prime Contractor.

#### **A2.18 REJECTION OF PROPOSALS**

The Agency reserves the right to reject any and all proposals, to waive any irregularity, and to reject any proposals which are incomplete, obscure or irregular; any proposals which omit a bid on any one or more items on which bids are required; which omit unit prices if unit prices are required in which unit prices are unbalanced in the opinion of the Agency; which are accompanied by insufficient or irregular bid security; and which are from bidders who have previously failed to perform properly or to complete on time contracts of any nature.

#### **A2.19 AWARD OF CONTRACT**

The Award of Contract, if it is awarded, will be made to the lowest responsible and qualified bidder whose bid proposal is not rejected for cause by the Agency. However, until an award is made, the right will be reserved to reject any or all bids, and to waive technical errors or discrepancies, if to do so is deemed to best serve the interests of the Agency. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the bidder to whom it is proposed to make such an award.

Each bidder's attention is directed to the possibility that the award of the project may be delayed for various reasons. The Agency reserves the right to delay the award of the project for 45 calendar days. After 45 calendar days, the low bidder may at any time request release from its bid without penalty.

The acceptance of a proposal will be evidenced by a Notice of Award of Contract in writing, delivered by mail to the bidder whose proposal is accepted. No other act of the Agency shall constitute acceptance of a proposal. The award of contract shall obligate the bidder whose proposal is accepted to furnish a performance bond, payment bond and maintenance bond, as well as evidences of insurance and execute the contract set forth herein.

#### **A2.20 RETURN OF PROPOSAL GUARANTEES**

Within ten (10) calendar days after the bids are opened, the Agency will release the proposal guarantees accompanying the proposals which are not to be considered in making the award. Proposal guarantees for the two lowest bidders will be held until the contract has been fully executed after which they will be returned to the respective bidders whose proposals they accompanied.

## **A2.21 EXECUTION OF CONTRACT**

The Contract Agreement shall be executed in duplicate by the successful bidder and returned, together with the contract bonds and evidences of insurance, within ten (10) calendar days after the notification of the contract award by the City in writing. In case of failure of the successful bidder to execute the Contract Agreement within ten (10) calendar days after such notice, or any subsequent extension approved by Agency, the Agency at its option may consider the bidder in default, in which case the bid bond or proposal guarantee accompanying the bid shall become the property of the Agency. After execution by the Agency, one original contract shall be returned to the Contractor.

## **A2.22 FLEXIBILITY OF BID SCHEDULE**

It is the intent of the City to award a contract to the lowest responsible bidder and the flexibility shown in the bid schedule is necessary to ensure a project within the City's budget limits and constraints.

### A3 - BID PROPOSAL

The undersigned, as bidder, declares that he/she has examined all of the contract documents and specifications contained in this project manual for the above referenced project, and that he/she will contract with the Agency on the form of contract provided herewith to do everything necessary for the fulfillment of this contract at the price, and on the terms and conditions therein contained.

The following are included and are to be considered as forming a part of this proposal: **A3-BID PROPOSAL, A4-BID SCHEDULE, A5-BID BOND, A6-BID GUARANTEE** (if submitted in lieu of Bid Bond), **A7-BIDDER INFORMATION, A8-EXPERIENCE STATEMENT, A9-DESIGNATION OF SUPPLIERS & SUBCONTRACTORS, A10-BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE, and A11-STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS.**

Contractor acknowledges receipt and inclusion of addenda \_\_\_\_\_ to \_\_\_\_\_ into this bid proposal and the contract documents.

Attached is a Bid Bond duly completed by a guarantee company authorized to carry on business in the State of California in the amount of at least 10% of the total amount of our proposal, or alternatively, there is attached a certified or cashier's check payable to the Agency, in the amount of at least 10% of the total amount of our proposal.

If our proposal is accepted, we agree to sign the contract form and to furnish the Performance Bond and the Payment Bond (each to be 100% of the bid amount), the Maintenance Bond (to be 50% of the bid amount), and the required evidences of insurance within ten (10) calendar days after receiving written Notice of Award of Contract.

We further agree if our proposal is accepted and a contract for the performance of the work is entered into with the Agency, to so plan the work and to prosecute it with such diligence that all of the work shall be completed within the time stipulated in **C6-7 TIME OF COMPLETION.**

NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF INCORPORATION: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(If Company is a Corporation, provide corporate resolution per **A2.06 PROPOSAL**)

## A4 - BID SCHEDULE

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION D – TECHNICAL SPECIFICATIONS AND MODIFICATIONS**. City reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The City reserves the right to reject any and all bids, to waive any informality in a bid, and to make awards in the interest of the City.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Bid Schedule are intended only as a guide for the Contractor as to anticipated order of magnitude of work. Contractor shall be responsible for verifying all estimated quantities. Contractor will be reimbursed for the quantity of items actually installed as required by the Contract Documents, including addenda, and shown on the plans.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated with completing the work in place per the plans, specifications and details.

NAME OF BIDDER: \_\_\_\_\_

CONTRACTOR LICENSE NO.: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**BASE BID**

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price (\$)	Item Total (\$)
1	Mobilization	1	LS	\$6,000.00	\$6,000.00
2	Project Safety & Traffic Control	1	LS		
3	AC Pavement Dig-Out Repair (6 locations)	8,200	SF		
4	Crack Seal	440,000	SF		
5	Raise/Adjust Manhole to Finished Grade	1	EA		
6	Raise/Adjust Valve Can or Sewer Clean-Out to Finished Grade	1	EA		
7	Over-excavation and Backfill	30	CY		
8	Striping & Pavement Legends	1	LS		
9	Perform Miscellaneous Work (T&M not to exceed)	-	T&M	\$9,000.00	\$9,000.00

**TOTAL BASE BID PRICE**

Price in Figures: \$ \_\_\_\_\_

Price in Words: \_\_\_\_\_

**ADDITIVE BID ITEMS**

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price (\$)	Item Total (\$)
<b>A</b>	AC Pavement Dig-Out Repair (2 locations)	830	SF		
<b>B</b>	Crack Seal	133,000	SF		

**TOTAL BID PRICE (BASE BID PLUS ITEM B)**

Price in Figures: \$ \_\_\_\_\_

Price in Words: \_\_\_\_\_

**TOTAL BID PRICE (BASE BID PLUS ITEMS A AND B)**

Price in Figures: \$ \_\_\_\_\_

Price in Words: \_\_\_\_\_

\_\_\_\_\_

The City of Solvang reserves the right to award a contract based on the Base Bid, or Base Bid plus Additive Items at it's sole discretion, or reject all bids as determined to be in the best interest of the City.

**A5 - BID BOND**

PROJECT: CITY OF SOLVANG – **FY 2011-12 PAVEMENT MAINTENANCE PROJECT, PW 025**

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

\_\_\_\_\_ as Principal, and \_\_\_\_\_  
as Surety, are hereby held and firmly bound unto THE CITY OF SOLVANG as Agency 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 \_\_\_\_\_, 20 \_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to THE CITY OF SOLVANG a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **FY 2011-12 PAVEMENT MAINTENANCE PROJECT, PW 025**.

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the 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 shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates 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 which the Agency may accept such Bid; and said Surety does hereby waive notice of any such extension.

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 affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

SEAL

## A6 - BID GUARANTEE

Note: The following statement shall be used if other than a bid surety bond accompanies bid.

"Accompanying this proposal is a money order\*, certified check\*, cashier's check\*, cash\*, payable to the order of the City of Solvang in the amount of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

which is ten percent (10%) of the total amount of this bid. The proceeds of this bid guarantee shall become the property of said City of Solvang provided this bid is accepted by said City, through action of its legally constituted contracting authorities, and the undersigned fails to execute a contract and furnish the required bonds within the stipulated time. Otherwise, the proceeds of this bid guarantee shall be returned to the undersigned."

NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(\*Delete the inapplicable words)

**A7 - BIDDER INFORMATION**

BIDDER certifies that the following information is true and correct:

Name of Bidder:\_\_\_\_\_

Business Address:\_\_\_\_\_

Telephone:\_\_\_\_\_ FAX:\_\_\_\_\_ E-mail:\_\_\_\_\_

Contractor's License No.:\_\_\_\_\_ Date Issued:\_\_\_\_\_ Expiration Date:\_\_\_\_\_

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venture partners, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Phone No.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows: (Type of Judgment / Date)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prior Disqualification

Has your firm ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No \_\_\_\_\_. If yes, provide the following information. (If more than once, use separate sheets):

Date:\_\_\_\_\_ Entity:\_\_\_\_\_

Location:\_\_\_\_\_

Reason:\_\_\_\_\_

Provide Status and any Supplemental Statement:

\_\_\_\_\_  
\_\_\_\_\_

---

Has your firm been reinstated by this entity? Yes / No \_\_\_\_\_

Violations of Federal or State Law

Has your firm or its officers been assessed any penalties by any AGENCY for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes / No: \_\_\_\_\_ Federal / State: \_\_\_\_\_

If "yes", identify and describe, (including status):

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Have the penalties been paid? Yes / No: \_\_\_\_\_

Does your firm or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: \_\_\_\_\_ Codes / Laws: \_\_\_\_\_ Section / Article: \_\_\_\_\_

If "yes", identify and describe (including status):

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I declare under penalty of perjury under the laws of the State of California that all of the representations made in **A7 – BIDDER INFORMATION** are true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

at \_\_\_\_\_, California.

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## A8 - EXPERIENCE STATEMENT

Pursuant to **A2.06 PROPOSAL** and **A2.11 QUALIFICATION OF BIDDERS**, the following is a record of the Bidder's experience, in the past three years, in construction of a type similar in magnitude and character to that contemplated under this contract. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Contractor must demonstrate that he/she has experience with this type of project and can manage this project effectively. If necessary, additional numbered pages can be attached to this page. The Contractor must be properly licensed to perform the work in this project as determined by the State Contractor's License Board.

Project Title: \_\_\_\_\_

Date: \_\_\_\_\_ Project Value: \_\_\_\_\_

Client: \_\_\_\_\_ Contact: \_\_\_\_\_ Ph. No.: \_\_\_\_\_

Description: \_\_\_\_\_

Subject to Federal Labor Standards: \_\_\_\_\_ Yes, \_\_\_\_\_ No

Project Title: \_\_\_\_\_

Date: \_\_\_\_\_ Project Value: \_\_\_\_\_

Client: \_\_\_\_\_ Contact: \_\_\_\_\_ Ph. No.: \_\_\_\_\_

Description: \_\_\_\_\_

Subject to Federal Labor Standards: \_\_\_\_\_ Yes, \_\_\_\_\_ No

Project Title: \_\_\_\_\_

Date: \_\_\_\_\_ Project Value: \_\_\_\_\_

Client: \_\_\_\_\_ Contact: \_\_\_\_\_ Ph. No.: \_\_\_\_\_

Description: \_\_\_\_\_

Subject to Federal Labor Standards: \_\_\_\_\_ Yes, \_\_\_\_\_ No

I declare under penalty of perjury under the laws of the State of California that all of the representations made in **A8 – EXPERIENCE STATEMENT** are true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

at \_\_\_\_\_, California.

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

## A9 - DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

The following is a list of subcontractors and suppliers, as defined in 2-3 SUBCONTRACTS of the SSPWC, who will perform work or provide materials of value in excess of one-half percent of the total bid price or \$10,000, whichever is greater. No subcontractor shall perform work in excess of the amount specified 2-3 SUBCONTRACTS of the SSPWC, without the written approval of the Agency. Bidder certifies that all reasonable steps have been taken to ensure that Disadvantaged Business Enterprises (as defined in these bid documents) have had the opportunity to compete for work under this bid/contract. All subcontracts are required to comply with Federal requirements delineated herein.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements, in addition to those set forth in this section.

All subcontracts in excess of \$10,000 shall include, or incorporate by reference, the equal opportunity clause of Executive Order 11246.

All subcontracts must contain a nondiscrimination clause.

Each subcontractor must submit each week payroll records and a weekly statement of compliance. These documents should be submitted to the prime Contractor.

1. Name of Company	Employer Tax ID No.
--------------------	---------------------

Address and Phone No.	MBE/WBE (Y/N)
-----------------------	---------------

Work Subcontracted	Approximate \$ Amount
--------------------	-----------------------

2. Name of Company	Employer Tax ID No.
--------------------	---------------------

Address and Phone No.	MBE/WBE (Y/N)
-----------------------	---------------

Work Subcontracted	Approximate \$ Amount
--------------------	-----------------------

3. Name of Company	Employer Tax ID No.
--------------------	---------------------

Address and Phone No.	MBE/WBE (Y/N)
-----------------------	---------------

Work Subcontracted	Approximate \$ Amount
--------------------	-----------------------

4. Name of Company	Employer Tax ID No.
--------------------	---------------------

Address and Phone No.	MBE/WBE (Y/N)
-----------------------	---------------

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Work Subcontracted	Approximate \$ Amount
--------------------	-----------------------

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5. Name of Company	Employer Tax ID No.
--------------------	---------------------

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Address and Phone No.	MBE/WBE (Y/N)
-----------------------	---------------

---

Work Subcontracted	Approximate \$ Amount
--------------------	-----------------------

These representations are being made under the penalty of perjury. The undersigned hereby certifies that each subcontractor has been notified in writing of its equal opportunity and Davis-Bacon Act obligations.

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## A10 - STATEMENT REGARDING INSURANCE COVERAGE

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **C7-3 LIABILITY INSURANCE**. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## A11 - STATEMENT REGARDING THE CONTRACTOR'S LICENSING LAWS

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

*Business & Professions Code § 7028.15:*

a) **It is a misdemeanor for any person to submit a bid to a public agency in engage in the business or act in the capacity of a contractor within this state without having a license therefor**, except in any of the following cases:

- (1) The person is particularly exempted from this chapter.
- (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.

d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**

f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

*Public Contract Code § 20103.5:*

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

CONTRACTOR LICENSE NO.: \_\_\_\_\_

LICENSE EXPIRATION DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## SECTION B - CONTRACT INFORMATION & DOCUMENTS

### IMPORTANT NOTICE:

**Forms B1 through B4 do not need to be with bid. It is required that the bidder to whom the contract is awarded completely fill out these and submit them within the time period specified.**

- B1 - Contract Agreement
- B2 - Payment Bond
- B3 - Faithful Performance Bond
- B4 - Maintenance Bond

## B1 - CONSTRUCTION AGREEMENT

PROJECT: CITY OF SOLVANG – FY 2011-12 PAVEMENT MAINTENANCE PROJECT, PW 025

AMOUNT OF CONTRACT: \_\_\_\_\_

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010,

by and between the City of Solvang hereinafter referred to as "Agency", and \_\_\_\_\_, hereinafter referred to as "Contractor".

IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES DO HEREBY AGREE as follows:

### ARTICLE I: GENERAL

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said Agency, said Contractor agrees with said Agency to perform and complete in a workmanlike manner all work required under the Bidding Schedule of said Agency's Specifications entitled **FY 2011-12 PAVEMENT MAINTENANCE PROJECT, PW 025**, in accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment, tools, transportation, and services necessary therefore, except such materials, equipment and services as may be stipulated in said Specifications to be furnished by said Agency, and to do everything required by the Agreement and the said Specifications and Drawings, for the sum of \$\_\_\_\_\_, pursuant to the Bidding Schedule attached hereto and made a part hereof.

### ARTICLE II: PAYMENT

For furnishing all said labor, materials, equipment, tools, and services, furnishing and removing all plant, temporary structures, tools, and equipment, and doing everything required by this Agreement and the said Specifications and Drawings; for all loss and damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said Agency, and for all risks of every description connected with the work; for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said Agency and for completing the work in accordance with the requirements of said Specifications and Drawings, said Agency will pay, and said Contractor shall receive, in full compensation therefor, the price named in the above mentioned Bidding Schedule.

### ARTICLE III: CONSIDERATION

The Agency hereby employs said Contractor to perform the work according to the terms of this Agreement for the abovementioned price and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

### ARTICLE IV: INDEMNIFICATION

The Contractor shall indemnify, defend and save the Agency and its officers, agents and employees, harmless from all costs, loss, expenses, damages, attorney's fees and other costs of defense which Agency, or Engineer, may incur with respect to or on account of the work and the Contract, and with respect to the failure, neglect or refusal of Contractor to faithfully perform the work and all of Contractor's obligations under the Contract. Such costs, expenses and damages shall include all costs incurred by the Agency or Engineer to defend against any claims, stop notices or lawsuits based thereon in which the Agency or Engineer is made a part.

### ARTICLE V: WAGES

The general prevailing rates of per diem wages and general prevailing rate for holiday and overtime work in the locality in which the work is to be performed have been determined by the Agency. Said general prevailing rates of per diem wages are hereby incorporated herein and made a part hereof. The Contractor agrees that he, or any subcontractor under him, will pay not less than the foregoing specified prevailing rates of wages to all workmen employed in the execution of the Contract.

Any contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the call for bids.

#### ARTICLE VI: HOURS AND WORKING CONDITIONS

The Agency is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by the Contractor.

#### ARTICLE VII: COMPONENTS OF AGREEMENT

The Bid Information Sheet, Contractor's Proposal, Bid Bond, Information Required of Bidder, Faithful Performance Bond, Labor and Material Bond, Certificate of Compliance, Insurance Requirements for Contractors, Labor Provisions, Standard Specifications for Public Works Construction (latest edition), General Provisions, General Provisions Modifications, Special Provisions, Specifications, Drawings and all Addenda issued by the Agency with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, this contract has been executed on the day and year first above written.

**CITY OF SOLVANG**

**CONTRACTOR**

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
MAYOR

By: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title

Bond Principal: \_\_\_\_\_  
\_\_\_\_\_

Bond No.: \_\_\_\_\_

Bond Type: \_\_\_\_\_

Bond Amount: \_\_\_\_\_

Project: **FY 2011-12 PAVEMENT MAINTENANCE PROJECT, PW 025**

## B2 - PAYMENT BOND

WHEREAS, the City of Solvang, as AGENCY has awarded to, as CONTRACTOR, a contract for the **FY 2011-12 PAVEMENT MAINTENANCE PROJECT, PW 025**.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of \_\_\_\_\_ Dollars (\$) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

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

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR:\* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SURETY:\* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

(SEAL)

(EXECUTE IN DUPLICATE)

Bond Principal: \_\_\_\_\_  
\_\_\_\_\_

Bond No.: \_\_\_\_\_

Bond Type: \_\_\_\_\_

Bond Amount: \_\_\_\_\_

Project: **FY 2011-12 PAVEMENT MAINTENANCE PROJECT, PW 025**

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### B3 - FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_, as CONTRACTOR and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Solvang, as AGENCY, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR:\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY:\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

(SEAL)

(EXECUTE IN DUPLICATE)

Bond Principal: \_\_\_\_\_  
\_\_\_\_\_

Bond No.: \_\_\_\_\_

Bond Type: \_\_\_\_\_

Bond Amount: \_\_\_\_\_

Project: **FY 2011-12 PAVEMENT MAINTENANCE PROJECT, PW 025**

**B4 - MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Solvang, as AGENCY has awarded to \_\_\_\_\_, as CONTRACTOR, a contract for the **FY 2011-12 PAVEMENT MAINTENANCE PROJECT, PW 025**.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which is fifty percent (50%) of the total contract amount for the above stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under said contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorneys fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CONTRACTOR:\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY:\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

(SEAL)

(EXECUTE IN DUPLICATE)

## **SECTION C - GENERAL PROVISIONS MODIFICATIONS**

### Standard Specifications

The work provided herein shall be in accordance with the Contract Plans, Specifications and Special Provisions, as well as the Standard Specifications for Public Works Construction (SSPWC), Latest Edition of the Southern California Chapter American Public Works Association. PART 1 - General Provisions of the Standard Specifications are hereby incorporated into these specifications, except as modified under SECTION C – GENERAL PROVISIONS MODIFICATIONS. In case of conflict between the Standard Specifications and the General Provisions Modifications, the General Provisions Modifications shall control.

## C1 - TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

This section contains general provisions modifications related to PART 1, SECTION 1– TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS of the SSPWC. The number convention used is in accordance with those in the above referenced document and section.

### 1-2 DEFINITIONS

Wherever State Agencies, Departments, or Officers are referred to in the Standard Specifications, the comparable City Agencies, Departments, or Officers are meant thereby for the purpose of these Contract Documents.

Agency:	City of Solvang, State of California.
Agent:	Shall include persons and companies retained by the City to perform design and construction services in relation to the Work other than the Contractor.
Arborist:	City Arborist of the City of Solvang, State of California or his/her authorized representative.
Caltrans Specifications:	"Standard Specifications" and "Standard Plans", 2006 edition, issued by the State of California Department of Transportation.
City:	City of Solvang, State of California.
Construction Manager:	Persons and/or company retained by the City to perform construction management services.
Contractor:	Individual, partnership, corporation, joint venture, or other legal entity having a contract with the Agency to perform the work described in this Specification and in the Plans.
Design Engineer:	Persons and/or company retained by the City to perform engineering design services.
Engineer:	City Engineer of the City of Solvang, State of California or his/her authorized representative.
Geotechnical Engineer:	Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California retained by the Agency during construction.
Standard Plans:	"Standard Plans for Public Works Construction–Latest edition of the Southern California Chapter of the American Public Works Association.
Standard Specifications:	"Standard Specifications for Public Works Construction (SSPWC)–Greenbook", Latest edition of the Southern California Chapter of the American Public Works Association.

### 1-3 ABBREVIATIONS

#### 1-3.2 Common Usage

AC	Asphalt Concrete
CS	Crack Seal

PCC Portland Cement Concrete

**1-3.3 Institutions**

ACI American Concrete Institute

AGC Association of General Contractors

AISC American Institute of Steel Construction

SSPWC Standard Specifications for Public Works Construction–Greenbook 2000 Edition

UBC Uniform Building Code, Current edition; International Conference of Building Officials

## **C2 - SCOPE AND CONTROL OF THE WORK**

This section contains general provisions modifications related to PART 1, SECTION 2 – SCOPE AND CONTROL OF THE WORK of the SSPWC. The number convention used is in accordance with those in the above referenced document and section.

### **2-1 AWARD AND EXECUTION OF CONTRACT**

#### **2-1.1 General**

The right is reserved to reject any or all proposals.

The award of the contract, if it be awarded, will be to the lowest responsible and responsive Bidder, determined as provided on the Bid Proposal form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made within the number of days stated in the proposal form. Refusal to deliver the executed contract, bonds, and insurance in the form provided in the contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award and forfeiture of the bid security. In such event the Agency may successively award the contract to the next lowest responsible and responsive Bidder until a properly executed contract is obtained, or it may at any time reject all remaining bids and proceed as provided by law. The refusal or failure of a successive lowest responsible and responsive Bidder to execute the contract may, at the Agency's option, result in an annulment of the award to that Bidder and the forfeiture of that Bidder's bid security. 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 Agency and the Bidder concerned.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor shall execute and return the following contract documents to the Agency:

- Contract Agreement (in duplicate)
- Payment Bond (in duplicate)
- Faithful Performance Bond (in duplicate)
- Maintenance Bond (in duplicate)
- Public Liability and Property Damage Insurance Certificate (one original)
- Additionally Insured Endorsement
- Worker's Compensation Insurance Certificate (one original)

A corporation to which an award is made may be required, before the contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

### **2-3 SUBCONTRACTS**

#### **2-3.2 Status of Subcontractors**

The Agency will deal directly and solely with, and make payments to the Contractor.

### **2-4 CONTRACT BONDS**

The PAYMENT BOND (B2) shall remain in force until thirty (30) days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND (B3) shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND (B4) shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All bonds must be accompanied by Power of Attorney.

## **2-5 PLANS AND SPECIFICATIONS**

### **2-5.1.1 AS-BUILT DOCUMENTS**

All final locations determined in the field, and any deviations from the Plans and Specification, shall be marked in red on the documents to show the as-built conditions. Contractor shall maintain a complete and accurate record of all changes of construction from that shown in these plans and specifications for the purpose of providing a basis for construction record drawings. No changes shall be made without prior written approval of the Engineer. Upon completion of the Project, Contractor shall deliver this record of all construction changes to the Engineer along with a letter which declares that other than these noted changes "the Project was constructed in conformance with the Contract Documents". Final payment will not be made until this requirement is met.

**CAUTION:** The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be approved in writing by the Engineer.

### **2-5.2.1 ORDER OF PRECEDENCE**

Within the specifications, the order of precedence is as follows:

- Change Orders or Work Change Directives
- Addenda
- General Provisions Modifications
- Notice Inviting Bids
- Instructions to Bidders
- General Provisions
- Technical Specifications & Modifications
- Standard Specifications

With reference to the drawings, the order of precedence is as follows:

- Figures govern over scaled dimensions.
- Detail drawings govern over general drawings.
- Change order drawings govern over contract drawings.
- Contract drawings govern over standard drawings.
- Contract drawings govern over shop drawings.

### **2-5.2.2 CONFLICT IN PLANS**

As the figured dimensions shown on the drawings and in the specifications of the contract may not in every case agree with scaled dimensions, the figured dimensions shall be followed in preference to the scaled dimensions, and drawings to a large scale shall be followed in preference to the drawings to a small scale. Should it appear that the work to be done, or any of the matter relative thereto are not sufficiently detailed or explained in the contract documents, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of the contract so far as may be consistent with the terms thereof.

### **2-5.3.1 ADDITIONAL SHOP DRAWINGS AND/OR SUBMITTALS**

In addition to the required shop drawings, the Contractor shall submit the following shop drawings and/or submittals in adequate detail, including a list of all deviations from the Contract Documents, to determine the specifications are being met for all including the following:

- Equipment and Material Delivery Route Plans
- Stockpile and Storage Locations
- Engineered Traffic Control Plan
- Asphalt Concrete Mix Designs

The above drawings, lists, prints, specifications, samples, and other data shall become a part of the Contract Documents, and a copy of the accepted shop drawing shall be kept with the job-site Contract Documents, and the fabrications furnished shall be in conformance with the Contract Documents. The Engineer's review of the above drawings, lists, prints, specifications, samples, or other data shall in no way release the Contractor from his/her responsibility for the proper fulfillment of the requirements of this Contract or for fulfilling the purpose of the installation or from his/her liability to replace same, should it prove defective or not conform to other system elements whether supplied by the Contractor, the Agency or existing or fail to meet the specified requirements. The Contractor shall thoroughly review each shop drawing for compliance and compatibility, certify and sign each shop drawing to indicate that a thorough review was made by the Contractor prior to submission for Engineer's review. The Engineer will review up to two (2) submittals for each item. If the Engineer's review requires more than two submittals, then the costs shall be borne by the Contractor. The Engineer's review is for general conformance to the Contract Documents and no check will be made to confirm dimensions, compatibility with other elements of the Work, or deviations from the Contract Documents which have not been specifically identified by the Contractor. Contractor is responsible for the installation of complete, functional improvements in accordance with the Contract Documents.

## **2-6 WORK TO BE DONE**

### **2-6.1 Suggestions to Contractor**

Any plan or method of work suggested by the Agency or the Engineer to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the Engineer shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

## **2-8 RIGHT-OF-WAY**

When the Contractor arranges for additional work areas and facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional work areas and/or facilities have been left in a condition satisfactory to the owner(s) of said work areas and/or facilities prior to acceptance of the work.

## **C3 - CHANGES IN WORK**

This section contains general provisions modifications related to PART 1, SECTION 3 – CHANGES IN WORK of the SSPWC. The number convention used is in accordance with those in the above referenced document and section.

### **3-4 CHANGED CONDITIONS**

Pursuant to Public Contract Code Section 7104, any public works contract of a local public entity which involves digging trenches or other excavations that extend deeper than four feet (4') below the surface shall contain the provisions hereinafter set forth. To the extent that this contract is subject to Section 7104, the following provisions shall apply to this contract:

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

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 Class I, Class II, Class III disposal site in accordance with provisions of existing law.

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

Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially 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 Contract Change Order under the procedures described in the contract.

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 the contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

## **C4 - CONTROL OF MATERIALS**

This section contains general provisions modifications related to PART 1, SECTION 4 – CONTROL OF MATERIALS of the SSPWC. The number convention used is in accordance with those in the above referenced document and section.

### **4-1 MATERIALS AND WORKMANSHIP**

#### **4-1.1.1 RETENTION OF DEFECTIVE WORK**

If, in the opinion of the Engineer, the defective work is not of sufficient magnitude or importance to make the work dangerous or undesirable, or if, in the opinion of the Engineer, the removal of such work is impractical or will create conditions which are dangerous or undesirable, the Agency shall have the right and authority to retain such work instead of requiring it to be removed and reconstructed, but will make such deductions thereof in the payments due or to become due to the Contractor as the Agency may deem just and reasonable.

#### **4-1.6.1 SUBMITTALS FOR "OR EQUAL" ITEMS**

Along with information supplied by the Contractor regarding equivalency of the proposed item, the Contractor shall clearly identify all deviations from the specified item. Deviations discovered by the Engineer after acceptance of an "or equal" item which were not identified by the Contractor with his/her submittal shall be cause for rejection of the "or equal" item. Contractor shall be due no additional compensation in time or money for acceptance or rejection of a proposed "or equal" item and subsequent replacement with the item specified. Contractor shall pay cost to Agency for items requiring more than two submittals and analysis of any shop drawing which requires more than a general review of an "or equal" item.

## C5 - UTILITIES

This section contains general provisions modifications related to PART 1, SECTION 5 – UTILITIES of the SSPWC. The number convention used is in accordance with those in the above referenced document and section.

### 5-1 LOCATION

#### 5-1.1 Mandatory Notification Prior to Excavation

The Contractor's attention is directed to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that two (2) working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) shall be notified by phone, toll free (800) 422-4133, for the assignment of an Inquiry Identification Number.

Construction Contractor shall contact the following utility companies at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

City of Solvang Water Department	688-5575
City of Solvang Sewer Department	688-5575
Verizon	736-2321
Pacific Gas & Electric Co.	688-7597
Southern California Gas Company	683-8355
Comcast Cable TV	736-3446
Underground Service Alert	(800) 442-4133
Solvang Police Department	686-5000
Santa Barbara County Fire Department	688-6046

No excavation shall commence unless the Contractor has obtained the USA Inquiry Identification Number.

Telephone numbers are provided for the convenience of the Contractor. No guarantee of the accuracy of these numbers, express or implied, is provided by the Agency.

#### 5-1.2 Accuracy of Utilities Information

The locations of known existing major utilities, whether above ground or underground, are indicated on the plans. Information and data reflected in the Contract Documents with respect to underground and above ground utilities at or contiguous to the site is based upon information and data furnished to the City and the Engineer by the owners of such utilities, and the City does not assume responsibility for the accuracy or completeness thereof. The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

It shall be the Contractor's responsibility to determine the location and depth of all underground facilities including service connections which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line which has been marked by Underground Service Alert or is shown on the plans is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

Contractor shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the Contractor damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the Utility owner, the Engineer and to the City. If directed by the City,

repairs shall be made by the Contractor under the provisions for changes and extra work contained in SECTION 3 - CHANGES IN WORK of the SSPWC Standard Specification.

## **5-2 PROTECTION**

### **5-2.1 Maintenance of Service**

The Contractor shall maintain service of water, sewer, power, gas telephone and cable television to all existing users. The Contractor shall install all piping, conduit, wire, pumps and other appurtenances as required for temporary service connections required to maintain service to existing users and shall include this cost in the bid.

## **5-3 REMOVAL**

### **5-3.1 Abandoned Facilities**

Plans do not show all abandoned facilities. Facilities encountered during the prosecution of the work which are determined to be abandoned shall be removed by the Contractor as required for the Work. In the event that the Contractor encounters abandoned utility lines that are not shown or the locations of which are not made known to the Contractor prior to excavation, the Contractor shall immediately notify the Utility owner, the Engineer and the City. If directed by the City, those facilities shall be removed by the Contractor under the provisions for changes and extra work contained in SECTION 3 – CHANGES IN WORK of the SSPWC standard specifications.

## **5-5 DELAYS**

Delete the last two paragraphs of this section.

## **C6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK**

This section contains general provisions modifications related to PART 1, SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK of the SSPWC. The number convention used is in accordance with those in the above referenced document and section.

### **6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK**

#### **6-1.1 Pre-Construction Meeting**

Prior issuing the Notice to Proceed, the Engineer will schedule and conduct a Pre-Construction Meeting with the Contractor, and those parties listed in D1.2 – PRE-CONSTRUCTION MEETING, to review the proposed construction schedule and traffic control plan, arrange utility coordination, discuss construction methods, and clarify inspection procedures.

#### **6-1.2 Notice to Proceed**

Within ten (10) days after the execution of the contract, written Notice to Proceed will be given by the Agency to the Contractor. Notwithstanding any other provision of the contract, the Agency shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of Notice to Proceed whether or not the Agency has knowledge of the furnishing of such work.

#### **6-1.3 Project Schedule**

The Contractor shall submit a detailed CPM schedule to the Engineer one week before the Pre-Construction Meeting. The Contractor shall make revisions as required by the Engineer. Upon acceptance by the Engineer the schedule will become the accepted Construction Schedule. An accepted schedule is required before work may proceed. The schedule shall show the Work spread over the entire contract time available for construction. Schedules showing the project completed in less than the contract time will not be accepted.

The Contractor shall update the Construction Schedule when directed by the Engineer, or when:

1. A change order significantly affects the Contract completion date or the sequence of construction approach or activities;
2. The actual sequence of the Work or the planned sequence of the Work is changed and does not conform to the Contractor's current accepted project Construction Schedule.
3. The Contractor falls more than ten (10) percentage points behind the schedule based on a comparison of the scheduled value of work to be completed and the sum of the earned progress payments.

The Contractor shall revise and update the Construction Schedule within the progress payment period in which the change in the schedule takes place and shall submit to the Engineer four (4) printed copies of the revised Construction Schedule with his/her monthly progress payment request for that period. Preparation and updating of Construction Schedule shall be performed at Contractor's sole expense.

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

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

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

## **6-2 PROSECUTION OF WORK**

Revise last sentence of first paragraph to read as follows:

"Should the Contractor fail to take the necessary steps to fully accomplish said purposes, after orders of the Engineer to do so, the Agency may suspend the work in whole or in part, until the Contractor takes said steps at no cost to the Agency."

## **6-6 DELAYS AND EXTENSION OF TIME**

### **6-6.1.1 NOTICE OF DELAYS**

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Engineer in writing of the probability of the occurrence of such delay and its cause in order that the Engineer may take immediate steps to prevent, if possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Engineer at the time of their occurrence and found by him/her to have been unavoidable.

The Contractor shall make no claims for any delay not called to the attention of the Engineer at the time of its occurrence as an unavoidable delay.

### **6-6.1.2 AVOIDABLE DELAYS**

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Engineer would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor of his/her subcontractors. The following shall be considered avoidable delays within the meaning of the contract: 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; 2) Reasonable loss of time resulting from the necessity of submitting samples of materials and drawings to the Engineer for approval and from performing tests of materials, measurements and inspections; 3) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon; 4) Delays resulting from inaccurate or incomplete shop drawing submittals; and 5) Interference of other contractors performing concurrent work.

### **6-6.1.3 EXTENSION OF TIME**

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for engineering and inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

### **6-6.2.1 COMPENSATION TO AGENCY FOR EXTENSION OF TIME**

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the Agency for engineering, inspection, general supervision, and overhead expenses which are

directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

## **6-7 TIME OF COMPLETION**

### **6-7.1.1 CONTRACT PERIOD**

The Contractor shall prosecute the work so that all portions of the project shall be complete and ready for use **within forty-five (45) Working Days** after the effective date of Notice to Proceed.

### **6-7.2 Working Day**

The Contractor's activities shall be confined to the hours between **7:30 a.m. and 5:30 p.m. Monday through Friday**. In addition, no work shall be performed by the Contractor on Saturday, Sunday, or on Agency-designated holidays. Agency-designated holidays are listed in TABLE 1 – AGENCY-DESIGNATED HOLIDAYS below. Deviation from these working hours and work days shall not be permitted unless approved in advance by the Engineer, except in emergencies involving immediate hazard to persons or property. Refer to Subsection 7-10.1 for additional time restrictions regarding traffic and access.

#### **TABLE 1 – AGENCY-DESIGNATED HOLIDAYS**

New Year's Day; Dr. Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; Christmas Eve; Christmas Day.

Deviations from these hours will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property. In the event of either a requested or emergency deviation, inspection service fees will be charged against the Contractor. Service fees will be calculated at overtime rates including benefits, overhead, and travel time; and will be deducted from the amounts due the Contractor.

**FAILURE OF THE CONTRACTOR TO ADHERE TO THESE RESTRICTIONS WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A WORKING DAY OR HOURS VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.**

## **6-9 LIQUIDATED DAMAGES**

### **6-9.1 Liquidated Damages for Avoidable Delay**

For each and every day that any portion of the work remains unfinished after the time fixed for completion in the contract documents as modified by any extension of time granted pursuant to Paragraph 6-6.1.3, damage will be sustained by the Agency. Because of the difficulty in computing the actual material loss and disadvantage to the Agency, it is determined in advance and agreed to by the parties hereto that the Contractor will pay the Agency the amount of damages set forth herein as representing a reasonable forecast of the actual damages which the Agency will suffer by the failure of the Contractor to complete the work within the stipulated time. The execution of the agreement shall constitute acknowledgment by the Contractor that he/she has ascertained and agrees that the Agency will actually suffer damages in the amount herein fixed for each and every day during which the completion of the work is avoidably delayed beyond the stipulated completion date.

Unless otherwise provided in the contract documents, the Contractor shall have no claim or right of action against the Agency for damages, costs, expenses, loss of profits, or otherwise because of or by reason of any delay in the fulfillment of the contract within the time limited therefore occasioned by any cause or event within the Contractor's control.

Failure of the City to insist upon the performance of any covenant or conditions within the time period specified in the contract documents shall not constitute a waiver of the Contractor's duty to complete performance within the designated periods unless the waiver is in writing.

The City's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the contract documents.

Damages for avoidable delays shall be in the amount of **\$500.00 for each consecutive Calendar Day** in excess of the time specified for completion of the work.

## **6-11 GUARANTEE**

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "acceptance of the Work" shall mean the acceptance of the Work by the Agency in accordance with Subsection 6-8 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not in fact been performed or fulfilled at the time of such acceptance all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The effective date of acceptance of the work and commencement of the Guarantee shall be the date of acceptance of the Notice of Completion by the City Council.

## **6-12 DISPUTES AND CLAIMS**

### **6-12.1 General**

Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-12 which is not in writing shall not be binding upon the Agency and should not be relief upon the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his duty to file the notice required under Subsection 6-13 or other duties required by the contract documents.

### **6-12.2 Administrative Review**

Prior to demand for arbitration, the Contractor shall exhaust his administrative remedies by attempting to resolve his dispute to claim with Agency's staff in the following sequence:

City Inspector/Construction Manager  
Director of Public Works

Should the City Inspector/Construction Manager fail to address a request by the Contractor for review of a disputed decision within 14 calendar days after receiving such request, the Contractor may proceed directly to the Director of Public Works. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The Director of Public Works shall address disputes or claims within 28 calendar days after receiving such request and all necessary supporting data. The Director of Public Works' decision on the dispute or claim shall be the Agency's final decision.

Requests for review made to the City Inspector/Construction Manager shall be written. Requests for review made to the Director of Public Works shall be made in writing with supporting evidence attached.

Each request for review shall be submitted by the Contractor within 21 calendar days of receipt of the decision which he wishes.

### **6-13 NOTICE OF POTENTIAL CLAIM**

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer, or the happening of any event, thing or occurrence, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-13 shall not be a prerequisite as to any claim which is based on differences in measurements or errors of computation as to contract quantities.

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of

Subsection 3-4 "Changed Conditions" and Subsection 6-7.3 "Contract Time Accounting" respectively.

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

It is the intention of this Subsection 6-13 that differences between the parties arising under and by the virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

## **C7 - RESPONSIBILITIES OF THE CONTRACTOR**

This section contains general provisions modifications related to PART 1, SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR of the SSPWC. The number convention used is in accordance with those in the above referenced document and section.

### **7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES**

A noise level limit of 85 decibels at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each work day. The Contractor shall submit a route plan for the delivery of materials to both the job and the storage sites at least seven (7) days before commencing work.

Deviation from these requirements will not be permitted without the prior consent of the Engineer, except in emergencies involving immediate hazard to persons or property.

### **7-2 LABOR**

#### **7-2.2.1 OVERTIME AND SHIFT WORK**

Overtime and shift work may be established as a regular procedure by the Contractor only with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 5:00 p.m. and 7:30 a.m., nor on Saturdays, Sundays or legal holidays, except such work as is necessary for the proper care and protection of the work already performed or except in case of an emergency.

All costs for overtime inspection, except those occurring as a result of overtime and shift work established as a regular procedure, shall be paid by the Contractor. Overtime inspection shall include inspection required during holidays observed by the AGC and Trade Unions, Saturdays, Sundays, and any weekday between the hours of 5:00 p.m. and 7:30 a.m.. Such costs will include but will not necessarily be limited to engineering, inspection, general supervision and other overhead expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the Agency from payments due the Contractor.

### **7-3 INSURANCE SPECIFICATIONS FOR CONSTRUCTION CONTRACTS**

Contractor agrees to provide insurance in accordance with the requirements set forth here. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Contractor agrees to amend, supplement or endorse the existing coverage to do so. The following coverage will be provided by Contractor and maintained on behalf of the City and in accordance with the requirements set forth herein.

Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. Policy limits shall be no less than one million dollars per occurrence for all coverage and two million dollars general aggregate. City and its employees and agents shall be added as additional insured using ISO form CG 20 10 11 85 (in no event with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any employee or agent of City.. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage

above a maximum \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than \$5 million dollars per occurrence and in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverage.

Business Auto Coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto). Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to any umbrella policy required above for a total limit of no less than \$5 million each accident.

Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the City, its employees or agents.

Contractor and City further agree as follows:

1. This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
2. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provisions in this Agreement and shall be interpreted as such.
3. All insurance coverage and limits provided pursuant to this agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreements relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement.
4. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
5. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
6. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.
7. Unless otherwise approved by City, Contractor's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII". Self-insurance will not be considered to comply with these insurance specifications.
8. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City shall be promptly reimbursed by Contractor.
9. Contractor agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability and umbrella liability policies using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days notice of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.
10. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.

11. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.
12. Contractor agrees to require all subcontractors or other parties hired for this project to purchase and maintain insurance of the type specified above naming as additional insureds all parties to this Agreement. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this agreement. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review. Failure of City to request copies of such documents will not impose any liability on City, or its employees.
13. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claims or claims if they are likely to involve City.
14. In the event of any loss that is not insured due to the failure of CONTRACTOR to comply with these requirements, CONTRACTOR agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to CITY, or CITY'S employees as a result of such failure.
15. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.
16. CONTRACTOR agrees not to attempt to avoid its defense and indemnity obligations to CITY and its employees, agents, officials and servants by using as a defense CONTRACTOR's statutory immunity under workers' compensation and similar statutes.
17. CONTRACTOR agrees to require all parties or subcontractors, including architects or others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Agreement, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. CONTRACTOR agrees that no contract, standard form or otherwise, used by any party in any way connected with this Agreement, or contracts CONTRACTOR enters into on behalf of CITY, will reserve the right to charge back to CITY the cost of insurance required by this or any other agreement.
18. CONTRACTOR agrees to have its coverage endorsed so that all coverage limits required pursuant to this requirement are available separately for each and every location at which CONTRACTOR conducts operations of any type on behalf of CITY. CONTRACTOR warrants that these limits will not be reduced or exhausted except for losses attributable to those specific locations and not by losses attributable to any other operations of CONTRACTOR.
19. CONTRACTOR agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between CONTRACTOR and CITY or between CITY and any other insured or Named Insured under the policy, or between CITY and any party associated with CITY or its employees.
20. For purposes of insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Agreement.
21. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts with on behalf of CITY, will be submitted to CITY for review. CONTRACTOR acknowledges that such contracts or Agreements may require modification if the insurance requirements do not reflect the requirements herein. Failure of CITY to request copies of such agreement will not impose any liability on CITY, or its employees.
22. If Contractor is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
23. Contractor shall maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than \$5 million each occurrence for at least three years following substantial completion of the work.

## **7-5 PERMITS**

Before beginning work, Contractor shall confirm with agencies having jurisdiction that all permits and licenses have been obtained and all required notices given. Contractor is required to obtain a "no fee" City Encroachment Permit for this project. Contact City of Solvang–Public Works Department for information on obtaining this permit.

## **7-6 CONTRACTOR'S REPRESENTATIVE**

The Contractor's representative shall be designated in writing at the Pre-Construction Meeting and cannot be changed thereafter without the written consent of the Engineer.

## **7-7 COOPERATION AND COLLATERAL WORK**

### **7-7.1 Coordination with Concurrent Projects**

Contractor shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

## **7-8 PROJECT SITE MAINTENANCE**

### **7-8.1.2 WORK AREA APPEARANCE**

The Contractor shall maintain a neat appearance to the Work.

All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner.

In any area visible to the public, the following shall apply:

1. Broken concrete and debris developed during clearing and grubbing shall be disposed of weekly.
2. The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.
3. Forms or false-work that are to be re-used shall be neatly stacked concurrent with their removal.
4. Forms and false work that are not to be re-used shall be disposed of with their removal.
5. Wash down from concrete trucks shall be at one location. Concrete from wash down procedures shall be removed from the site weekly.

### **7-8.5.1 WATER CONSERVATION**

Attention is directed to the various sections of the Standard Specifications and these Special Provisions which require the use of water for the construction of this project.

Attention is also directed to the provisions of C7 – RESPONSIBILITIES OF THE CONTRACTOR, of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property, and responsibility for damage.

Nothing in Paragraph 7-8.5.1 Water Conservation shall be construed as relieving the Contractor from furnishing an adequate supply of water required for the proper construction of this project in accordance with the Standard Specifications or these Special Provisions, or relieving the Contractor from the legal responsibilities defined in said C7 – RESPONSIBILITIES OF THE CONTRACTOR.

Water required for controlling dust, caused by the Contractor's operations and the passage of traffic through the construction site shall be applied as necessary, at the Contractor's expense.

The Contractor shall, wherever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. The Contractor is encouraged to use water from the reclaimed system when filled stations are available near the work site.

Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment shall be discouraged.

Concrete construction shall not be cured by using water.

Full compensation for conforming to the requirements of Paragraph 7-8.5.1 Water Conservation shall be considered as included in the prices paid for the various contract items of work involved, and no additional compensation will be allowed for as extra work.

## **7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS**

All curbs, gutters, driveways, sidewalks, pavements, fences, walls, utility installations, survey monuments and similar structures that are broken or damaged due to negligence by the installation of the Work shall be reconstructed by the Contractor. Reconstruction shall be of the same kind of material with the same finish, and in not less than the same dimensions as the original work. All concrete shall be as specified hereinafter unless otherwise indicated. Repairs shall be made by removing and replacing the entire portions between sawcut joints or scores and not merely refinishing any damaged part. All work shall match the appearance of the existing improvements as nearly as possible. All work covered in this paragraph shall be done at the Contractor's expense.

All existing improvements, either within the right-of-way or not, including irrigation lines which are damaged by actions of the Contractor, shall be restored by the Contractor to their original or better condition at the Contractor's expense.

Existing traffic striping, pavement markings, and curb markings shall also be considered as existing improvements and the Contractor shall repaint or replace, at the Contractor's expense, such striping or markings (except for traffic striping and markings within the limits of the Work) if damaged or if their reflectivity is reduced due to construction operations.

The Contractor shall mark, as approved by the Engineer, all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by his/her operations. This shall be completed prior to the start of that operation and approved by the Engineer.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the bid.

## **7-10 PUBLIC CONVENIENCE AND SAFETY**

### **7-10.1.1 TRAFFIC CONTROL PLAN**

A traffic control plan shall be submitted and shall be detailed, showing all required barricading, flagman, signing, tapers, and traffic routing for each street in which work will be performed. The proposed scheduling for posting of parking restrictions shall be included as part of the engineered traffic control plan submitted. The traffic control plan shall be prepared in accordance with the "California Manual on Uniform Traffic Control Devices by the State of California Department of Transportation. The engineered traffic control plan shall be submitted to the Engineer one week prior to the Pre-Construction Meeting. The engineered traffic control plan shall be reviewed and approved by the City Traffic Engineer before Work can proceed.

The traffic control plan shall be designed to handle traffic safely 24 hours per day, seven days per week for the duration of the Work. Traffic deviations, and detours must be approved by the City Traffic Engineer and shall be coordinated with Police, Fire and Transit authorities a minimum of 24 hours in advance of implementation.

The Contractor may submit an alternate plan for consideration. However, if it is determined by the Engineer not be effective after implementation, the Contractor shall revise his/her operations to meet the above requirements at no cost to the Agency.

The following requirements shall be included:

Attention is directed to section 7-10 PUBLIC CONVENIENCE, and 7-10.4 Public Safety of the Standard Specifications.

Traffic control shall be coordinated for the minimum inconvenience and maximum safety of the public during the construction period and in accordance with these specifications.

The Contractor shall furnish, install, maintain and remove all traffic controls, signs, barricades, lights and devices required for traffic and pedestrian control and in addition, shall furnish all flagmen necessary for the safety of traffic through the site. The Contractor shall be fully responsible for all traffic and pedestrian safety controls during the construction period.

If the project requires concrete sidewalk and driveway removals, they shall not be allowed to remain removed and un-replaced over a weekend, unless otherwise approved by the Engineer.

All removed concrete facilities left unattended shall be properly barricaded at all times. If areas of removal are to be left un-replaced overnight, lighted barricades shall be placed at open construction areas and flagged with appropriate caution/warning tape.

All existing road signs removed during construction will be temporarily reset on the same day the sign is removed. The Contractor shall notify the City forty-eight (48) hours in advance of the time required to remove or permanently reset all roadside signs.

Where existing delineation is obscured, damaged, removed, or reflectivity reduced; or where detours or temporary traffic lanes have been created through the construction zone, the Contractor shall place and maintain temporary delineation until permanent striping is placed.

**DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.00.**

**EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.**

#### 7-10.1.2 PARKING RESTRICTIONS AND POSTING FOR TOW AWAY

"No Parking" signs posted by the Contractor shall be of heavy card stock and not less than 1.3 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording "No Parking" is at an elevation at least three feet above the adjacent flowline. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to

control the parking of cars within the construction zone; signs shall be placed at intervals of 75 feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of 72 hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions which are effective for the duration of the Work. Upon completion of the Work, all signs, stakes, and barricades shall be promptly and completely removed and disposed of by the Contractor. The Contractor shall promptly reset or replace all damaged or defective signs.

The Contractor shall be fully responsible for the adequate removal of all parked cars. All vehicle removal shall be coordinated by the Contractor with the Solvang Police (Sheriff) Department. The Contractor shall notify the Sheriff Communications Center at (805) 686-5000 upon posting of the parking restrictions for a particular street. For removal of parked vehicles, the Contractor shall notify the Sheriff Communications Center at (805) 686-5000 not less than two hours prior to the needed removal with the address nearest the parked vehicle, make, model, color and license number. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars which obstruct the construction operation.

If a vehicle owner successfully contests a towing citation in court, and their citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

**DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE ENGINEER. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF \$1,000.00.**

**EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT \$1,000.00 PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.**

#### 7-10.4.1 SAFETY ORDERS

Contractor shall install, maintain and be responsible for adequate sheeting, shoring, bracing or equivalent protection as required for all excavations in accordance with the requirements of OSHA and the Construction Safety Orders of the State of California, pursuant to the provisions of Section 6707 of the California Labor Code.

#### 7-10.4.4 PROTECTION OF THE PUBLIC

The Contractor is required to make whatever provisions are necessary to protect Agency personnel and the public. The Contractor shall use foresight and shall take such precautions as his operations warrant, to protect the public from danger or loss of property which would result from interruption or contamination of public water supply, or public service, or from the failure of partly completed work. Unusual conditions may arise on the work which will require that immediate provisions be made to protect the public from danger or loss of property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the Engineer, an emergency exists which the Contractor has not taken sufficient precaution for the public safety, protection of utilities, and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the Engineer, immediate action shall be considered necessary in order to protect the public or property, the Engineer will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Engineer may provide suitable protection to said interests by causing such work to be done, which in the opinion of the Engineer, may seem reasonable and necessary. The cost and

expense of said labor and material, together with the cost and expense of such repairs as deemed necessary shall be borne by the Contractor. All expenses incurred by the Agency for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. However, if the Agency does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety.

#### **7-10.5 Notification to the Public**

The Contractor shall notify the occupants of properties affected by the work. Notification shall be by delivery of handbills furnished by the Contractor. Two handbills shall be distributed prior to beginning of work. The first handbill, which contains general information regarding the project, shall be distributed at least fourteen (14) calendar days in advance. The second handbill shall be distributed at least 48, but no more than 72 hours in advance. The Contractor is responsible for adding the dates and hours of the work to be performed on the second handbill. In no event shall handbills be placed in or on any portion of the owner's mailbox. Affected properties will be determined by the Engineer and are, in general, those properties that fall within 500 feet of the limits of the work. One copy of each handbill shall be submitted to the Engineer.

## **C8 - FACILITIES FOR AGENCY PERSONNEL**

This section contains general provisions modifications related to PART 1, SECTION 8 – Facilities for Agency Personnel of the SSPWC. The number convention used is in accordance with those in the above referenced document and section.

### **8-1 GENERAL**

No facilities are required for Agency personnel.

## **C9 - MEASUREMENT AND PAYMENT**

This section contains general provisions modifications related to PART 1, SECTION 9 – MEASUREMENT AND PAYMENT of the SSPWC. The number convention used is in accordance with those in the above referenced document and section.

### **9-3 PAYMENT**

#### **9-3.1.1 GENERAL DESCRIPTION OF THE WORK**

Payment for Work conforming to the Standard Specifications and all the General and Special Provisions Modifications as stated in these specifications shall be considered to be included in the Contract unit prices or lump sum price for the items of Work bid and shall include all costs for labor, materials, and equipment required for the execution of the Work unless otherwise set forth.

#### **9-3.1.2 INVOICING REQUIREMENTS**

The Contractor shall account for and keep separate in its invoices for partial and final payment, the costs and quantities associated with the project.

#### **9-3.2 Partial and Final Payment**

Delete the third paragraph of Paragraph 9-3.2 Partial and Final Payment and Substitute the following:

The closure date for period progress payments will be the twenty-fifth day of each month. The Agency requires four to six weeks to review all progress payments, issue payment checks, present progress payment to council for approval, and release payment to the Contractor. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents. In addition, the final progress payment will not be released until the Contractor returns the control set of plans and specifications showing the as-built conditions.

The Agency will retain 10 percent of any progress payment as retention for the protection and payment of any person or persons, mechanics, subcontractor, or material men who shall perform any labor upon the contract or work thereunder, and all persons who shall supply such person or persons or subcontractors with components and supplies for carrying on such work. Retention can also be used for correction of defective work if Contractor refuses to perform corrective work after being so direct by Agency. Retention will be released to the Contractor 30 days after acceptance of the work by City Council and the filing of a Notice of Completion.

In accordance with Section 22300 of the California Public Contract Code, the Contractor will have the option of posting securities of equal or greater value in lieu of cash retention.

Add the following to the end:

The Agency will return disputed progress payment requests within 7 days of receipt and will process undisputed progress payment requests within 30 days of receipt, as required by Public Contract Code, Section 20104.50, which requires processing and payment within this time or for the Agency to pay interest.

## SECTION D - TECHNICAL SPECIFICATIONS & MODIFICATIONS

- D1 - General Construction Information and Requirements
- D2 - Construction Materials and Methods

### Standard Specifications

The Work provided herein shall conform to and be in accordance with the Contract Plans, Specifications and Special Provisions, as well as the Standard Specifications for Public Works Construction (SSPWC), Latest edition of the Southern California Chapter American Public Works Association. PART 2 – CONSTRUCTION MATERIALS and PART 3 – CONSTRUCTION METHODS of the Standard Specifications are hereby incorporated into these specifications, except as modified under SECTION D – TECHNICAL SPECIFICATIONS & MODIFICATIONS. In case of conflict between the Standard Specifications and the Technical Specifications & Modifications, the Technical Specifications & Modifications shall control.

## **D1 - GENERAL CONSTRUCTION INFORMATION AND REQUIREMENTS**

This section contains specific project requirements relating to construction in general.

### **D1.1 LOCATION AND SCOPE OF WORK**

LOCATION OF WORK: See Project Manual APPENDIX "A" – PROJECT SUMMARY, and APPENDIX "B" – PROJECT LOCATION MAP for the location of the various sites included in this project and additional details of the required work.

The work to be performed consists of the Contractor furnishing all materials, equipment, tools, labor, and incidentals necessary for the construction of the proposed project, complete in place in accordance with the plans and specifications, and subject to the terms and conditions of the Agreement.

The work to be performed consists of pavement rehabilitation of public streets at various locations throughout the City of Solvang. The work includes: AC cold milling and disposal of AC grindings; Concrete V-ditch and cross gutter, complete street reconstruction, setup and maintenance of traffic control system; conventional 2" AC overlay, swale construction, raising to grade manholes and valves, placing and compacting road base, placement of traffic striping, markings and markers; and clean up of the project area.

### **D1.2 PRE-CONSTRUCTION MEETING**

A Pre-Construction Meeting will be conducted by the Engineer prior to commencement of construction at a time and place designated by the Engineer. Those attending the meeting shall include, but not be limited to, the following:

- Contractor
- City of Solvang Public Works Department
- Design Engineer
- Construction Manager
- City Project Manager/Agent
- Affected utility company representatives

One week prior to this meeting the Contractor shall submit the following:

- Construction Schedule
- Traffic Control Plan

### **D1.3 REVIEW OF CONTRACT DOCUMENTS AND JOB SITE**

The Contractor shall carefully study and compare the Contract Documents with each other and with information available to the Contractor and furnished by the Agency and shall immediately notify the Engineer of errors, inconsistencies or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without notice to the Engineer, the Contractor shall assume appropriate responsibility for such performance and shall assume responsibility for the full costs for correction.

The Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Engineer immediately.

When existing conditions are encountered which, in the opinion of the Engineer, require temporary suspension of work for design modifications or for other determinations to be made, the Contractor shall move to other areas of work until such determinations are made at no cost to the Agency. The Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly

attributable to any such suspension if the Contractor makes an approved claim therefore as provided in SECTION 3–CHANGES IN WORK of the SSPWC.

#### **D1.4 NOTIFICATIONS**

If the closing or opening (either partial or full) of a street or alley within the City of Solvang is approved by the Engineer, the Contractor shall notify the following City Departments at least twenty-four (24) hours prior to the schedule closing or opening.

SOLVANG POLICE (SHERRIFF) DEPARTMENT  
Notify Police Department Dispatcher's Office.

SANTA BARBARA COUNTY FIRE DEPARTMENT  
Notify Fire Department Dispatcher's Office.

SOLVANG PUBLIC WORKS DEPARTMENT  
Notify Public Works Director.

SOLVANG POST OFFICE  
Notify Postmaster

#### **D1.5 INSPECTION OF THE WORK**

The Contractor shall notify the Public Works Director at (805) 688-5575 x222, forty-eight (48) hours in advance of the start of Work. There will be inspection of this project to ensure strict adherence to these specifications.

Any work done in unauthorized areas or in a manner unacceptable to the inspector shall not be accepted or paid for.

#### **D1.6 SOILS AND MATERIALS TESTING SERVICES**

During the course of the work, if soils and materials testing are required, the Contractor shall notify the Construction Manager in writing, at least forty-eight (48) hours before such services will be required. Work not properly tested and/or inspected will be rejected.

Any work done in unauthorized areas or in a manner unacceptable to the inspector will not be accepted or paid for.

The City of Solvang shall pay the costs for all material and compaction testing except for tests that fail. The cost of any failed tests will be paid by the Contractor and will be deducted from the final contract amount.

#### **D1.7 CONSTRUCTION SURVEYING SERVICES**

Surveying may be required for this project. No surveying will be provided by Agency.

#### **D1.8 DAILY REPORT**

The Contractor shall complete a Daily Report indicating manpower, major equipment used and on standby (itemized separately), subcontractors, and similar items involved in the performance of the Work. The Daily Report shall be completed on forms prepared by the Contractor and acceptable to the Engineer, and shall be submitted to the Engineer at the Weekly Meetings for the preceding work week.

The Contractor shall submit as requested Certified Payroll Statements for each employee involved with the Work including subcontractors. Submission of certified payroll does not relieve the Contractor of his/her responsibility to pay prevailing wage.

## **D1.9 RESPONSIBILITY FOR JOB SITE CONDITIONS**

All work shall be performed in accordance with applicable Health and Safety laws and standards including all requirements of the State of California Division of Industrial Safety.

Contractor agrees that, in accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of this Project including safety of all persons and property, that this requirement shall be made to apply continuously and not be limited to normal working hours, and Contractor further agrees to defend, indemnify and hold design and construction observation professionals harmless from all liability and claims, real or alleged, in connection with the performance of work on this Project.

## **D1.10 MEASUREMENT AND PAYMENT**

The cost of all labor, material and equipment necessary to complete the work as described in the specifications shall be included in the prices for each bid item, either as a lump sum or by final quantities, whatever is indicated. The final payment quantities will be based on the actual amount of materials installed or measured on the job. Certified weigh-master load tickets will be required for all Asphalt Concrete or base material delivered to the site. No payment will be made for any materials not accompanied by such a load ticket. The contract unit price shall include all labor, material and equipment costs necessary to complete the work, even though not shown or specified. A bid item will be considered complete when all necessary work has been completed and accepted by the City. This includes site clean-up.

## **D1.11 POTHOLING**

Prior to commencement of construction, Contractor shall physically locate, verifying horizontal and vertical locations, and map existing underground facilities within the work area that are marked by Underground Service Alert (USA) or shown on the drawings. Contractor shall protect all such facilities from damage due to construction activities for the duration of the project. Contractor shall deliver a plan with the location of each potholed utility to the Engineer. Contractor shall notify affected utilities per 5-1 LOCATION of this project manual.

Repair of damage to such facilities shall be at the contractor's expense and shall be considered as integral to this item of work. Contractor shall be responsible for following all applicable rules and regulations concerning work in the vicinity of underground and/or overhead utilities.

Contractor shall use bedding sand to back fill around utilities in any excavation.

Contractor shall remove all USA and pothole markings prior to final inspection.

## **D1.12 DIFFERING CONDITIONS**

Field obstructions, grade differences or differences in dimensions may exist that might not have been considered or observed during design of this project. Contractor shall promptly notify the Engineer and the agency having jurisdiction by telephone and in writing upon discovery of, and before disturbing, any physical conditions differing from those represented by approved plans and specifications. In the event this notification is not performed, the Contractor shall assume full responsibility for necessary revisions.

## **D1.13 PERMITS**

The Contractor shall obtain a No Fee Encroachment Permit from the City of Solvang prior to commencement of any construction activities. Contractor is also responsible for obtaining any and all other required permits including acquiring a construction water meter from the Water Department for water used for construction purposes.

The Contractor shall obtain a construction water meter from the City and shall use this meter when using any water from the City system for construction use.

#### **D1.14 OFFSITE WORK**

Offsite grading or other construction work is not permitted without prior written permission of the affected offsite property owner. Work shown outside of the right-of-way cannot commence until approval in writing is obtained from offsite property owners and delivered to the City.

#### **D1.15 CLEAN-UP & DUST CONTROL**

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. On or before the completion of the Work, the Contractor shall carefully clean-up all areas used by his/her work force and shall remove rubbish of all kinds from any of the grounds which he/she has occupied and leave them in a clean and orderly condition that is satisfactory to the Engineer. During the course of the work, the Contractor shall provide all necessary equipment, material and personnel necessary to control dust on the project and prevent the littering of material at and around the work area by daily clean up of the area where operations are under way. Water for dust control shall be provided by the Contractor and shall be considered integral to dust control in terms of payment.

Additionally, the Contractor shall promptly remove graffiti from project equipment, signs, portable toilets and vehicles.

#### **D1.16 ORDER OF THE WORK**

The order of the work shall be as follows:

- Award of contract, Pre-construction meeting, submittal review, notice to proceed.
- Construction notification (14 day), mobilization, maintenance & protection of traffic.
- 48 hour notice to Project Manager
- “No Parking” notification (72 hour), AC cold milling, AC overlay, Reconstruction.
- Raise/adjust manholes, raise/adjust valve cans or sewer clean-outs.
- Striping, marking and markers, contract punch list work, demobilization.

#### **D1.17 STORM WATER MANAGEMENT**

Contractor shall perform all activities in the execution of the construction contract in accordance with the California Storm Water Best Management Practice Handbook – Construction Activity. Contractor shall implement the Best Management Practices (BMP's) as appropriate, and as directed by the Engineer including, but not limited to, CA2, CA10, CA20, CA24, CA31, CA32, CA40, ESC1, ESC21 and ESC54.

## **D2 - CONSTRUCTION MATERIALS AND METHODS**

This section describes the scope of work associated with each bid item as listed in A4 – BID SCHEDULE, and contains specifications relating to construction materials, construction methods, and methods of measurement and payment for the items of work listed in A4 – BID SCHEDULE.

### **D2.1 MOBILIZATION**

Mobilization includes providing insurance, bonds, required permits and fees, shop drawings, submittals, moving onto the job (mobilization), temporary power, on-site sanitary facilities, construction and potable water, storage yard, safety program, preparation of project schedule, preparation and distribution of project handbills, project phasing, full time supervision, coordination of concurrent work with other contractors, meetings, moving off the job (demobilization), site cleanup, and preparation of "As-Built" plans required to perform the Work indicated in the plans and specifications.

#### **MEASUREMENT & PAYMENT**

Measurement and payment for mobilization will be based upon completion of such work as a prorated pay item as follows: 1) 50% of the mobilization cost may be invoiced upon completion of all items described above with exception of demobilization, site cleanup, and provision of "As-Built" plans; 2) the final 50% of the mobilization cost may be invoiced upon completion of demobilization, site cleanup, and provision of "As-Built" plans.

Full compensation for the preceding requirements shall be included in the lump sum price bid and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as shown on the plans and in accordance with the specifications. No additional compensation will be allowed.

### **D2.2 PROJECT SAFETY & TRAFFIC CONTROL**

Project safety and traffic control includes preparation, implementation and maintenance of traffic control, detours, and temporary signing and striping, including flagmen, traffic cones, delineators, reflectors, temporary striping and marking, and temporary traffic signs, signing barricades and signals, temporary pavement, and temporary facilities required for the safe handling of pedestrian and vehicular traffic for 24 hours per calendar day in accordance with the Manual of Traffic Control for Construction and Maintenance - Work Zones by the State of California, Department of Transportation (Caltrans) for the duration of work. In addition the lump sum price paid shall include all costs for sheeting, shoring and bracing (or equivalent methods), for trenches and excavations, and for the equipment and work to conform to the requirements of the California Industrial Safety Orders for the work indicated in the plans and specifications.

#### **MEASUREMENT & PAYMENT**

Full compensation for the preceding requirements shall be included in the lump sum price bid and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as shown on the plans and in accordance with the specifications. No additional compensation will be allowed.

### **D2.3 AC PAVEMENT DIG-OUT REPAIR**

AC pavement dig-out repair includes sawcutting and/or cold milling; removal of existing asphalt, aggregate base and soil to a depth of 6" (or cold milling to a depth of 6"); disposal of removed materials; scarifying and compacting sub-grade; application of tack coat; placement, compaction and finishing of 4" depth AC base course and 2" depth AC surface course; rolling; protection of areas not designated for removal; plating; and related work as may be required for successful completion of AC pavement dig-out repair operation.

#### **CONSTRUCTION MATERIALS**

Paving asphalt shall comply with the requirements as set forth in Section 203-1 of the SSPWC. Asphalt concrete shall comply with the requirements as set forth in Section 400-4 of the SSPWC and shall be **Type**

**III-C2-AR-4000 (PG 64-10), 3/4" maximum for AC base course, and 3/8" maximum for AC surface course**, unless indicated otherwise. Asphalt binder emulsion for use as a binder (tack coat) shall be AR 4000, and shall be applied at the rate of 0.05 gallon per square yard to the existing edge surfaces around the entire perimeter of the dig-out area.

#### CONSTRUCTION METHODS

All work shall comply with the requirements as set forth in Sections 301 and 302-5 of the SSPWC. Such work shall include controlling nuisance water from entering dig-out areas. The placement of the AC pavement for dig-out repairs shall be done no later than five (5) days after removal of existing pavement in dig-out areas. Any deviations shall require the approval of the Engineer. All areas where dig-out/grinding is completed shall be clean and free of dirt, dust, leaves, weeds and any foreign material prior to the application of tack coat and placement of new asphalt. All dig-out/grinding along concrete shall be clean and free of asphalt and any foreign material prior to the application of tack coat and placement of new asphalt.

At joints, where new asphalt concrete pavement is placed against existing pavement, the existing pavement shall be sawcut or cold milled along neat vertical lines prior to the placement of new material. Sawcut shall be a minimum of 4" depth. Existing pavement shall be removed to clean, straight lines by sawcutting or cold milling in straight lines parallel to the curb or pavement centerline, and with square corners at right angles to the curb or pavement centerline. New AC pavement shall be roller compacted. Dig-out areas shall be a minimum of 4 feet wide to allow for roller compaction of new AC pavement. New AC pavement shall be placed in two lifts with an AC base course and AC surface course. AC surface course shall be a minimum 2" thick, and shall be placed within one day after placement of AC base course. Finished surface of AC surface course shall be approximately 1/8" higher than adjacent existing pavement.

#### MEASUREMENT & PAYMENT

Full compensation for the preceding requirements shall be included in the unit price bid per square foot and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as shown on the plans and in accordance with the specifications. No additional compensation will be allowed.

#### **D2.4 AC COLD MILLING**

AC cold milling includes cold milling existing pavement to the depth required per the plans, specifications, and details; street sweeping; provision of water for cold milling operation; placement and removal of temporary cold-mix ramp material if required; protection of adjacent areas not designated for cold milling; temporary steel plating over milled areas at dig-out repair locations; transportation and disposal of grindings; and related work as may be required for successful completion of cold milling operation. The City retains first right-of-refusal on waste material generated under this operation. At the option of the City, Contractor shall deliver waste material to a site designated by the Engineer, and not more than 10 miles round trip from the place it was generated; OR Contractor shall dispose of properly and legally. The unit price shall include all costs associated with EITHER option.

#### CONSTRUCTION METHODS

All work shall comply with the requirements as set forth in Section 302-5.2 of the SSPWC. Any lip greater than 1" shall be paved back with hot-mix AC or ramped with cold-mix AC at a slope no steeper than 4H:1V prior to the end of the work day in which the grinding was performed. If the lip is perpendicular to traffic flow, signs shall be placed to warn traffic of the bump in the surface. All cold-mix AC shall be removed prior to placement of permanent materials. AC cold milling shall be cut and loaded in same operation. Sweeping (mechanical with internal capture of swept material) shall be performed for the duration of the cold milling operation. Each area cold milled must be final paved within 5 working days after the area has been cold milled.

#### MEASUREMENT & PAYMENT

Full compensation for the preceding requirements shall be **included in the related bid items of work** which shall constitute full compensation for completion of all such work as described above and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as shown on the plans and in accordance with the specifications. No additional compensation will be allowed.

## **D2.5 RAISE/ADJUST MANHOLE**

Raising/adjusting manhole includes removal and disposal of existing materials; raising/adjusting manhole to finished grade; furnishing and placing materials required; and final cleanup. The installation of new concrete rings shall be per Standard Detail 602, and shall utilize colored concrete, lamp black.

### **CONSTRUCTION MATERIALS**

Portland cement concrete shall comply with the requirements as set forth in Section 201-1 of the SSPWC.

### **CONSTRUCTION METHODS**

All work shall comply with the requirements as set forth in Section 302-5.8 of the SSPWC, except as modified herein. Existing concrete rings in locations where the manhole castings will need to be adjusted shall be removed prior to paving operations.

### **MEASUREMENT & PAYMENT**

Full compensation for the preceding requirements shall be included in the unit price bid per each and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as shown on the plans and in accordance with the specifications. No additional compensation will be allowed.

## **D2.6 RAISE/ADJUST VALVE CAN OR SEWER CLEAN-OUT**

Raising/adjusting valve can or sewer clean-out includes removal and disposal of existing materials; raising/adjusting valve can or clean-out to finished grade; furnishing and placing materials required; and final cleanup. The installation of new concrete rings shall be per Standard Detail 509 or Standard Detail 602 respectively, and shall utilize colored concrete, lamp black.

### **CONSTRUCTION MATERIALS**

Portland cement concrete shall comply with the requirements as set forth in Section 201-1 of the SSPWC.

### **CONSTRUCTION METHODS**

All work shall comply with the requirements as set forth in Section 302-5.8 of the SSPWC, except as modified herein. Existing concrete rings in locations where the castings will need to be adjusted shall be removed prior to paving operations.

### **MEASUREMENT & PAYMENT**

Full compensation for the preceding requirements shall be included in the unit price bid per each and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as shown on the plans and in accordance with the specifications. No additional compensation will be allowed.

## **D2.7 CRACK SEALING**

Crack sealing includes air-blast removal of loose material and vegetation from cracks; crack sealing; protection of freshly sealed cracks; and related work as may be required for successful completion of crack sealing operation.

## CONSTRUCTION MATERIALS

Contractor shall use hot-applied rubber asphalt mix crack sealant approved by Agency.

## CONSTRUCTION METHODS

Roadway temperature shall be above 45 degrees F before application of sealant and the roadway shall not be visibly damp. Cracks shall be prepared by air-blast removal of loose particles and soil with equipment providing not less than 100psi at the nozzle. Vegetation in cracks shall be completely removed before application of sealant. Cracks shall be clean and dry before sealing. All cracks between ¼" and 1" shall be filled with sealant, and squeegee finished to no more than a 1/8" cap above road grade, and no more than 2" wide on surface of pavement. Sealant temperature shall be maintained at manufacturer's recommendation during crack sealing operations. Sealant material shall be heated to operating temperature in a double boiler, using oil as a heat transfer fluid. The melter shall provide agitation and circulation during operation. Traffic shall not be allowed upon crack-sealed roadways until the sealant has cured enough to prevent material adhering to tires. If necessary, Contractor may apply material approved by the Agency to prevent tracking of sealant. The sealing operators shall stay within 250' of the crack cleaning personnel.

## MEASUREMENT & PAYMENT

Full compensation for the preceding requirements shall be included in the unit price bid per square foot and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as shown on the plans and in accordance with the specifications. No additional compensation will be allowed.

### **D2.8 OVER-EXCAVATION AND BACKFILL**

Over-excavation and backfill includes inspection of existing sub-grade material; over-excavation to a depth of 6 inches as directed by the Engineer; removal and disposal of over-excavated material; compacting new sub-grade; installation (backfill) and compaction of 6" depth of crushed miscellaneous base (or cold milling grindings if available on the project); and related work as may be required for successful completion of over-excavation and backfill operation.

## CONSTRUCTION MATERIALS

Crushed miscellaneous base shall comply with the requirements as set forth in Section 200-2.4 of the SSPWC.

## CONSTRUCTION METHODS

Over-excavation and fill (backfill) shall comply with the requirements as set forth in Sections 300-2, 300-4 and 301 of the SSPWC.

## MEASUREMENT & PAYMENT

Full compensation for the preceding requirements shall be included in the unit price bid per cubic yard and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as shown on the plans and in accordance with the specifications. No additional compensation will be allowed.

### **D2.9 TRAFFIC STRIPING, MARKING AND MARKERS**

Traffic striping, marking and markers includes replacement of existing traffic striping, marking and markers within the project areas and those outside the project area that are damaged due to Contractor operations; **restriping of Alamo Pintado Road per attached striping plan**; preparation of written inventory; fire hydrant markers; two separate applications of paint for all striping and markings; and related work as may be required for successful installation of striping, marking, and markers.

## CONSTRUCTION MATERIALS

Traffic striping and marking materials shall comply with the requirements as set forth in Section 210-1 and 214 of the SSPWC.

## CONSTRUCTION METHODS

All work shall comply with the requirements as set forth in Section 310-1 and 310-5.6 of the SSPWC. Striping, marking and markers shall conform to the current standards used by the Santa Barbara County Public Works Department. Striping, marking and markers shall be replaced on all affected streets. The Contractor shall make an inventory of the existing striping, marking and markers prior to any construction and submit a copy of such inventory to the Engineer. The Engineer shall have two (2) working days to review this inventory for completeness before work is performed that may obliterate such existing striping, marking and markers. Two separate applications of paint shall be made for all striping and markings. The first application shall be made no later than three (3) days following completion of pavement maintenance for a given street. The second application of paint shall be made no sooner than 7 days and no later than 14 days following the first application of paint. Fire hydrant markers shall be two-way blue reflective markers so that the reflectors are facing traffic on the roadway. Hydrant indicators shall be sited in accordance with details to be provided by the Fire Department. The Contractor is responsible for protecting all existing striping, marking and markers on haul roads and in staging areas. Striping, marking and markers damaged due to Contractor's operations shall be replaced by the Contractor at no additional cost to the Agency.

## MEASUREMENT & PAYMENT

Full compensation for the preceding requirements shall be included in the lump sum price bid and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as shown on the plans and in accordance with the specifications. No additional compensation will be allowed.

### **D2.10 PERFORM MISCELLANEOUS WORK (T&M NOT TO EXCEED)**

Performance of miscellaneous work shall be in accordance with the plans and specifications and shall include tasks as directed by the City Engineer or City Inspector.

## MEASUREMENT & PAYMENT

Compensation for the preceding requirements shall be made on a time and materials basis and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as directed.

### **D2.11 SURVEYING AND CONSTRUCTION STAKING**

Providing surveying and construction staking shall be in accordance with the plans and specifications. The City will provide one bench mark, near or on the site of the work, and will provide 2 points near or on the site from which the Contractor may establish a base line for alignment control. **The CONTRACTOR shall provide all surveying and construction staking, and furnish all other lines, grades, and benchmarks required for proper and complete execution of the work.**

## MEASUREMENT & PAYMENT

Full compensation for the preceding requirements shall be included in the related bid items of work which shall constitute full compensation for completion of all such work as described above and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as shown on the plans and in accordance with the specifications. No additional compensation will be allowed.

### **D2.12 SHEETING, SHORING, AND BRACING (OR EQUIVALENT METHOD)**

Providing temporary sheeting, shoring, and bracing or equivalent method shall be in accordance with the specifications and shall include the completion of all planning, design, engineering, furnishing, and construction and the removal and disposal of all such temporary plating, sheeting, shoring, and bracing,

complete, as required under the provisions of any permits, and in accordance with the requirements of OSHA and the Construction Safety Orders of the State of California, pursuant to the provisions of Section 6707 of the California Labor Code.

#### MEASUREMENT & PAYMENT

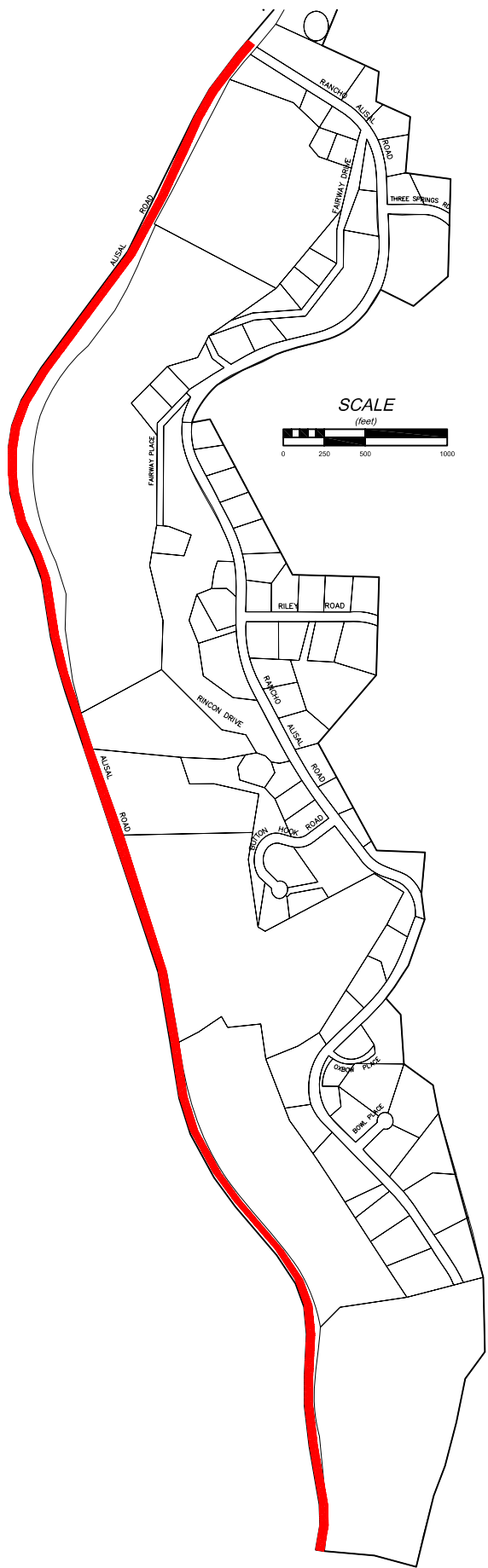
Full compensation for the preceding requirements shall be included in the related bid items of work which shall constitute full compensation for completion of all such work as described above and shall include furnishing all labor, materials, tools, equipment, incidentals, and appurtenant work required to complete the work as shown on the plans and in accordance with the specifications. No additional compensation will be allowed.

# APPENDIX "A" - Project Summary

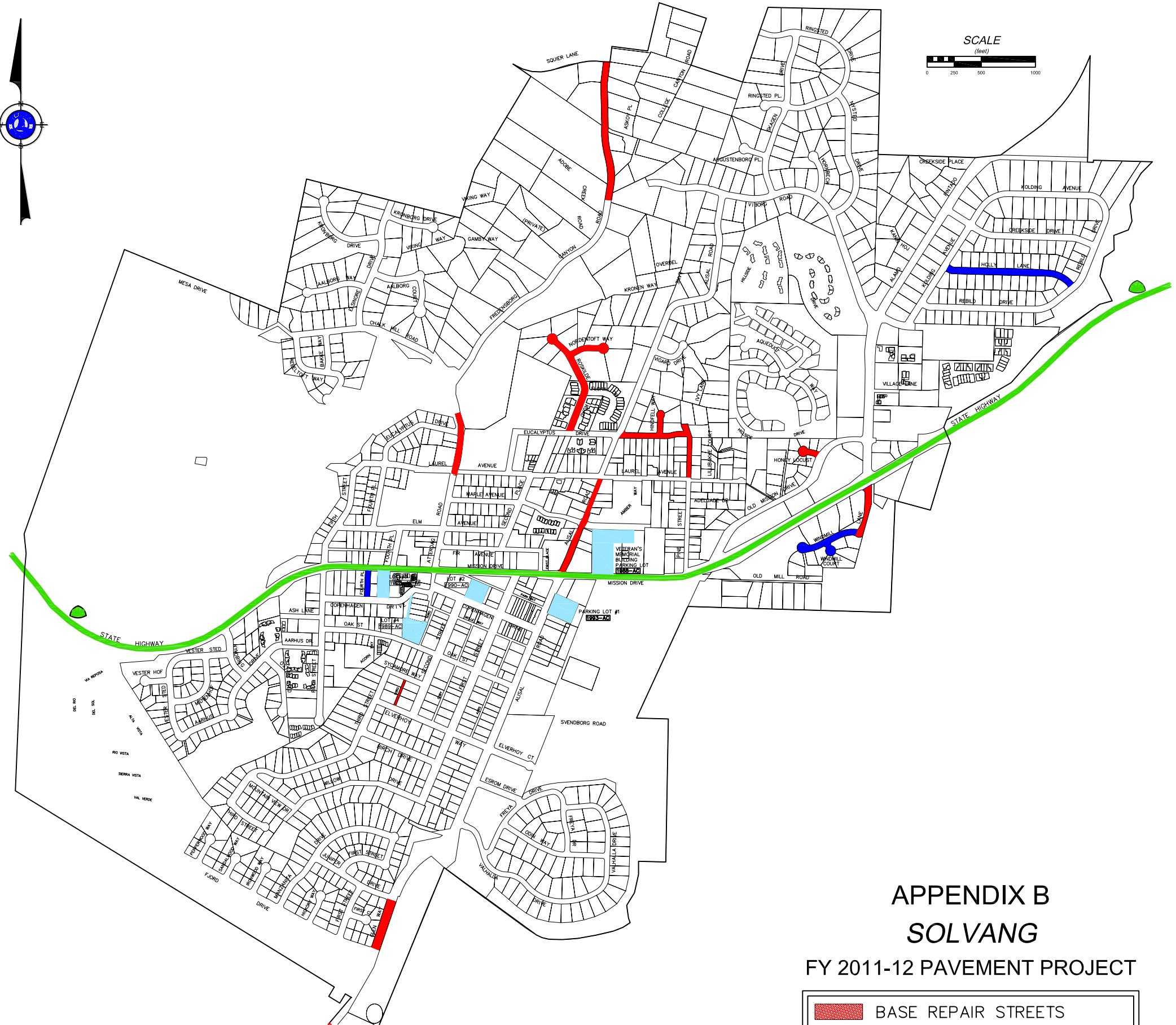
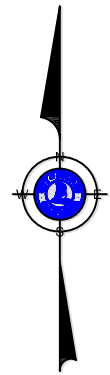
## FY 2011-12 Pavement Maintenance Project

Rating	Street Name	From	To	Pavement Dimensions		Crack Seal Area  SF	Dig-Out Repair			Manholes  EACH	Valve Cans  EACH
		Including Intersection (Y/N)	Including Intersection (Y/N)	Length (ft)	Width (ft)		Number of Locations	SF	Tons		
3-	Alisal Rd.	Mission N	Maple Y	494	36	17,784					
3-	Alisal Rd.	Southern end of Bridge	South City Limit	9,183	23	211,209					
3-	Alisal Rd.	Maple N	Laurel N	419	30	12,570					
3-	Atterdag Rd.	Laurel Y+	HCA	604	42	22,208	2	3,160	114	1	
3-	Eucalyptus Dr.	Alisal N	Pine N	597	30	17,910					
3-	Fredensborg Canyon Rd.	Viborg N	North City Limit Y	1,246	22	24,732	3	2,680	96		
3-	Hindfell Way	Eucalyptus N	End	295	24	7,080					
3-	Honey Locust Crt.	Old Mission N	End	82	30	2,460					
3-	Nordentoft Way	Roskilde N	End	350	29	10,150					
3-	Pine St.	Laurel N	North of Eucalyptus	508	36	18,288					
3	Roskilde Rd.	Eucalyptus N	Floral	386	38	12,418	1	2,250	81		1
3	Roskilde Rd.	Floral Drive	End	631	36	22,716					
3-	Glen Way	Juniper N	Fjord N	490	34	16,660					
2	Soro (Alley)	Elverhoy	Sycamore	250	20	5,000					
3-	Alamo Pintado Rd.	Windmill	Mission N	517	75	38,775					
<b>BASE BID TOTALS:</b>						<b>439,960</b>	<b>6</b>	<b>8,090</b>	<b>320</b>	<b>1</b>	<b>1</b>

3-	Fourth Pl.	Copenhagen N	Mission N	242	30	6,610	1	650	23		
3-	Holly Ln.	Kolding N	Rebild N	1,198	37	44,166	1	160	6		
3	Windmill Ln.	Alamo Pintado	End	590	33	19,470					
3	Windmill Ct.	Windmill	End	72	870	62,640					
<b>TOTALS FOR ADDITIVE ITEMS:</b>						<b>132,886</b>	<b>2</b>	<b>810</b>	<b>29</b>	<b>0</b>	<b>0</b>



SOLVANG (SOUTH)



SOLVANG (NORTH)

## APPENDIX B SOLVANG FY 2011-12 PAVEMENT PROJECT

- BASE REPAIR STREETS
- ADDITIVE REPAIR STREETS
- CITY PARKING LOTS

REVISIONS	Number	Description

Project Number: FW 025	Project Location: VARIOUS STREETS SOLVANG, CALIFORNIA
------------------------	--

Sheet Title: FY 2011-12 PAVEMENT REPAIR PROJECT	Owner: CITY OF SOLVANG 1644 OAK STREET SOLVANG, CALIFORNIA 93463
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Date: 09-30-2011	Scale: AS SHOWN
Sheet Tab: BL	Drawn By: F.M.S.
Proofed By: M	Drawing No: N/A
Sheet: 1 of 1	

# APPENDIX C



REPLACE EXISTING CENTER LINE WITH 200' OF STANDARD SPEC. DOUBLE YELLOW CENTER LINE

LEAVE GAP IN CENTER LINES PER STANDARD MUTCD SPECS

REPLACE EXISTING CENTER LINES IN AREAS INDICATED WITH DOUBLE YELLOW LINE PER STANDARD MUTCD SPEC. PAINT OVER EXISTING LINES AS NEEDED WITH STANDARD BLACK SPEC PAINT

LEAVE GAP IN CENTER LINES PER STANDARD MUTCD SPECS

REPLACE EXISTING CENTER LINE WITH NEW DOUBLE YELLOW CENTER LINE TO NORTH SIDE OF INTERSECTION OF COYOTE CREEK ROAD.

ALAMO PINTADO ROAD

SUNNY FIELDS PARK



The City of Solvang  
Public Works Department  
411 Second Street  
Solvang, California 93463

ADDENDUM NO. 1

PW 025 FY2011-12 PAVEMENT MAINTENANCE PROJECT

Addendum No. 1 to all prospective Bidders for the PW 025 FY 2011-12 Pavement Maintenance Project for which bids are to be received by the City Clerk at City Hall at 1644 Oak Street, Solvang, CA 93463 until 3 P.M. November 8, 2011.

The following changes/corrections are made to the Project Manual:

1. In the 5<sup>th</sup> paragraph on page 5 under the "DESCRIPTION OF WORK:" section, change the engineers estimated cost of construction for the project from \$100,000 to \$150,000.
2. Also, replace the next paragraph in the "DESCRIPTION OF WORK:" section,


From:

"AC cold milling... ..project area."

With:


**Crack sealing, AC pavement dig-out repairs (by sawcutting and excavating, or by cold milling), disposal of AC grindings, traffic control, placement of traffic striping, markings and markers; and related work.**

Please incorporate all the listed changes in this Addendum No. 1 to the Project Manual for the **PW 025 FY2011-12 PAVEMENT MAINTENANCE PROJECT**. Bids will not be accepted unless Addendum No. 1 is attached to the bid package.

Prepared By:   
Frank M. Saunders  
Engineer Technician

Date: 10/20/11

By order of the City of Solvang Public Works Director

  
Matthew J. van der Linden  
P..E. 46295 Expires 12/31/2006

Date: 10/20/2011

PLEASE SIGN AND RETURN WITH YOUR BID PROPOSAL TO ACKNOWLEDGE RECEIPT.

\_\_\_\_\_  
Name of Bidder – Printed

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature