

DEPARTMENT OF PUBLIC WORKS

CITY OF BRISBANE

STATE OF CALIFORNIA



PLANS AND SPECIFICATIONS

(INCLUDING NOTICE TO CONTRACTORS, SPECIAL PROVISIONS,
PROPOSAL AND CONTRACT)

FOR THE
CONSTRUCTION OF

2021 Slurry Seal Project

Project No. 921D

For use in connection with California
State Department of Transportation
STANDARD SPECIFICATIONS dated 2018
STANDARD PLANS dated 2018
and LABOR SURCHARGE and EQUIPMENT RENTAL RATES

DATED 7/12/21

SUBMITTED

RANDY BREAUTL
Director of Public Works

Contents

NOTICE TO CONTRACTORS INVITING BIDS	1
PROPOSAL	3
BIDDER'S BOND TO ACCOMPANY PROPOSAL.....	5
SCHEDULE OF BID ITEMS	8
LIST OF SUBCONTRACTORS.....	9
EQUIPMENT/MATERIAL SOURCE INFORMATION	10
LISTING OF CONSTRUCTION TRADES.....	11
NON-COLLUSION AFFIDAVIT	12
STATEMENT OF EXPERIENCE OF BIDDER	13
NOTICE OF REQUIRED INSURANCE	14
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE	15
PUBLIC CONTRACT CODE SECTION 10232 STATEMENT	15
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT	15
BUSINESS AND PROFESSIONS CODE	16
SECTION 7028.15 STATEMENT.....	16
CONSTRUCTION AGREEMENT.....	17
CONTRACTOR'S PAYMENT BOND	20
FAITHFUL PERFORMANCE BOND	22
SECTION 1. SPECIFICATIONS AND PLANS; DEFINITIONS	24
SECTION 2. PROPOSAL REQUIREMENTS AND INSTRUCTIONS TO BIDDERS	26
2.1. GENERAL INFORMATION	26
2.2. BID OPENING.....	26
2.3. BID RIGGING.....	26
2.4. APPROXIMATE ESTIMATE	27
2.5. RIGHT TO REJECT.....	27
2.6. AWARD OF CONTRACT.....	27
2.7. WITHDRAWAL OF BID	27
2.8. CONTRACTOR'S LICENSE	27
2.9 SUBCONTRACTING	28
2.10. BIDDER'S PRINTS	28
2.11. BIDDER'S REFERENCE	28
2.12. DESIGNATION OF SUBCONTRACTORS	28
2.13. BID FORMS	28

2.14. INVESTIGATION OF SITE, EXAMINATION OF PROJECT PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS	29
2.15. ADDENDA.....	29
2.16. PROPOSAL GUARANTY.....	29
2.17. RELIEF OF BIDDERS.....	30
2.18. DISQUALIFICATION OF BIDDERS	30
2.19. NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID.....	30
2.20. PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.....	30
2.21. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS.....	30
3.1. AWARD OF CONTRACT.....	32
3.2. CONTRACT BONDS	32
3.3 RETURN OF PROPOSAL GUARANTEES.....	32
3.4. PRECEDENCE OF CONTRACT	32
SECTION 4. BEGINNING OF WORK, PRE-CONSTRUCTION CONFERENCE, TIME OF COMPLETION, AND LIQUIDATED DAMAGES.....	34
SECTION 5. GENERAL PROVISIONS.....	35
5.1. REQUIREMENTS PRIOR TO COMMENCEMENT OF WORK	35
5.1.1. PROGRESS SCHEDULE	35
5.1.2. CONTACTS FOR IMMEDIATE PROBLEM RESOLUTION	35
5.1.3. INDEMNIFICATION	35
5.1.4. INSURANCE REQUIREMENTS	35
5.1.5. PRICE SUBMITTAL	37
5.2. REQUIREMENTS RELATING TO LABOR.....	37
5.2.1. PREVAILING WAGE RATES.....	37
5.2.2. HOURS OF LABOR.....	38
5.2.3. LABOR NONDISCRIMINATION.....	38
5.2.4. EXCAVATION SAFETY PLANS	38
5.2.5. ASBESTOS-RELATED WORK.....	38
5.2.6. APPRENTICES.....	39
5.2.7. EMPLOYMENT ELIGIBILITY	39
5.3. REQUIREMENTS RELATING TO PERFORMANCE OF THE WORK.....	39
5.3.1. WORK TO BE DONE	39
5.3.2. COOPERATION	39
5.3.3. STAKING	39
5.3.4. PUBLIC SAFETY	39

5.3.5. ACCIDENT PREVENTION	40
5.3.6 OBSTRUCTIONS	40
5.3.7. INTERFERENCE WITH FIRE HYDRANTS, HIGHWAYS, AND FENCES.....	40
5.3.8. PRESERVATION OF PROPERTY	41
5.3.9. DAMAGE REPAIR	41
5.3.10. TRESPASS.....	41
5.3.11. PROJECT APPEARANCE.....	42
5.3.12. AREAS FOR CONTRACTOR'S USE.....	42
5.3.13. SOUND CONTROL REQUIREMENTS.....	42
5.3.14. DUST CONTROL	43
5.3.15. WATER CONSERVATION.....	43
5.3.16. ARCHAEOLOGICAL MONITORING	43
5.3.17. QUALITY ASSURANCE.....	43
5.3.18. SUBMITTALS TO BE FURNISHED BY THE CONTRACTOR.....	44
5.3.19. SUBCONTRACTING	44
5.3.20. SERVICES DURING AN EMERGENCY	45
5.3.21. INSPECTION.....	45
5.3.22. FINAL CLEANUP	45
5.4. TERMINATION OF OR CHANGES IN CONTRACT; CLAIMS.....	45
5.4.1. TERMINATION OF CONTROL.....	45
5.4.2. DIFFERING SITE CONDITIONS.....	46
5.4.3. REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	46
5.4.4. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER.....	47
5.4.5. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK	47
5.4.6. TERMINATION OF CONTRACT	48
5.4.7. CHANGE ORDER BY THE ENGINEER	48
5.4.8. CHANGE IN CONTRACT PRICE	48
5.4.9. CHANGE OF CONTRACT TIME	48
5.4.10. PROTESTS	49
5.4.11. CLAIMS.....	49
5.4.12 PUBLIC CONTRACT CODE (PCC) SECTION 9204 SUMMARY.....	49
5.5. PAYMENT	50
5.5.1. FORCE ACCOUNT PAYMENTS.....	50
5.5.2. RELIEF FROM MAINTENANCE AND RESPONSIBILITY	51
5.5.3. ACCEPTANCE OF CONTRACT	51

5.5.4. PAYMENT	51
5.5.5. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.....	51
5.5.6. FINAL PAYMENT	52
5.5.7. PAYMENT OF TAXES.....	52
SECTION 6. RESERVED.....	53
SECTION 7. PERMITS AND LICENSES AND PUBLIC UTILITY COORDINATION.....	53
7.1. PERMITS AND LICENSES	53
7.2. PUBLIC UTILITY COORDINATION, MATERIALS, INSTALLATION AND RELOCATIONS	53
SECTION 8. MATERIALS & SUBMITTALS.....	54
8.1. GENERAL	54
8.2. CITY-FURNISHED MATERIALS.....	54
8.3. SUBMITTALS TO BE FURNISHED BY THE CONTRACTOR.....	54
8.4. MATERIAL SUBMITTAL LIST.....	54
SECTION 9. DESCRIPTION OF WORK	58
SECTION 10. CONSTRUCTION DETAILS	59
10.1. GENERAL	59
10.1.1. ORDER OF WORK	59
10.1.2. MOBILIZATION	59
10.1.3. CONSTRUCTION AREA SIGNS	59
10.1.4. MAINTAINING TRAFFIC	59
10.1.5. PUBLIC NOTIFICATION	60
10.1.6. WATERING	61
10.2. EXISTING HIGHWAY FACILITIES.....	61
10.2.1. CLEARING & GRUBBING	61
10.3. SLURRY SEAL	61
10.3.1. SCOPE AND DESCRIPTION	61
10.3.2. CONTRACTOR EXPERIENCE	62
10.3.3. PRE-CONSTRUCTION MEETING.....	62
10.3.4. SLURRY SEAL APPLICATION.....	62
10.3.5. MATERIALS.....	62
10.3.5.1. POLYMER MODIFIED ASPHALT EMULSION.....	62
10.3.5.2. MINERAL AGGREGATE	62
10.3.5.3. MINERAL FILLER	63
10.3.5.4. WATER.....	63
10.3.5.5. ADDITIVES	63

10.3.6. MIX DESIGN.....	63
10.3.7. PROPORTIONING	64
10.3.8. MIXING AND SPREADING EQUIPMENT.....	64
10.3.9. PLACEMENT	64
10.3.10. POST PLACEMENT SWEEPING.....	65
10.3.11. MEASUREMENT AND PAYMENT	65
10.3.12. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS.....	65
10.4. SIGNING AND STRIPING	66
10.4.1. TEMPORARY PAVEMENT DELINEATION.....	66
10.4.2. PAVEMENT MARKERS	67
10.4.3. THERMOPLASTIC TRAFFIC STRIPES & PAVEMENT MARKINGS	68
SECTION 11. STORMWATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES	70

CITY OF BRISBANE
50 Park Place
Brisbane, CA 94005
(415) 508-2130

NOTICE TO CONTRACTORS INVITING BIDS

Notice is hereby given that sealed written proposals are invited by the CITY OF BRISBANE for the:

2021 SLURRY SEAL PROJECT

As shown in the 2021 Slurry Seal Project plans and required by these specifications and special provisions, this project includes, but is not limited to slurry seal of various asphalt street sections, as well as all prepping, striping, street sweeping, and traffic control.

The project is to be performed in accordance with and as described and provided in the Plans and Specifications therefore and the proposed form of contract thereof, all of which are on file in the Office of the Director of Public Works and the City Clerk of the said City, and to which special reference is hereby made and which are made a part hereof.

ENGINEER'S ESTIMATE OF QUANTITIES

NO.	BID ITEM	QUANTITY	UNIT
1	Slurry Seal	23,200	SY
2	Remove Existing Striping	1	LS
3	Edgeline (4")	10,805	LF
4	Centerline (Detail 22, 6")	2,000	LF
5	Centerline (Detail 24, 6")	50	LF
6	Channelizing Line (Detail 38B, 8")	65	LF
7	Limit Line (12")	840	SF
8	Pavement Marking	1,540	SF

PLANS AND SPECIFICATIONS

Plans and Specifications maybe purchased from the City of Brisbane's website at www.brisbaneca.org; search "projects out to bid" and click on "View Bids and RFPs" link at the top of the page. For further questions please contact the City of Brisbane's Public Works Department at (415) 508-2130 or email Justin Yuen at jyuen@brisbaneca.org.

Bidders will have fully inspected the project site(s) in all particulars and become thoroughly familiar with the terms and conditions of the Plans and Specifications and other contract documents and local conditions affecting the performance and/or costs of the work prior to submitting their bid proposal.

SUBMITTAL OF BIDS

All bids must be addressed to the City Clerk, City of Brisbane and must be marked BID, followed by the title or name of the work to be constructed. All bid proposals must be received by the City Clerk of the City of Brisbane by **12:00 p.m. on Monday, July 26, 2021:**

- By email in PDF format to Ingrid Padilla at ipadilla@brisbaneca.org (with jyuen@brisbaneca.org cc'ed)
 - Note: File size must be less than 10 MB. If file is too large, please submit multiple files.
- OR
- By mail to City Hall at 50 Park Place, Brisbane, California 94005
- OR
- Delivered in person to City Hall at 50 Park Place, Brisbane, California 94005

All bids shall be publicly open and read on said date and at said time.


The City will set up and invite planholders to a video conference meeting in which bids will be publicly open and read on said date and at said time.

Bid questions shall be emailed to Justin Yuen at jyuen@brisbaneca.org by Tuesday, July 20, 2021 at 12:00 p.m.

Each bid must be accompanied by a Proposal Guarantee amounting to no less than ten percent (10%) of the bid as described in the bid specifications. Said guarantee shall be forfeited to the City in case the bidder depositing the same does not enter into a contract within 10 days after written notice that the contract has been awarded to him. At the time of contract execution, the Contractor shall provide proof of insurance as required in the contract and a surety bond for faithful performance of the specified work in an amount equal to at least one hundred percent (100%) of the contract price. The contractor shall also provide at the time of contract a surety bond for labor and material in an amount equal to at least one hundred percent (100%) of the contract price. All bonds shall be submitted on the bond forms contained in the specifications.

The City of Brisbane reserves the right to reject any or all bids, or any part of any bid.

DATED: 7/12/21

By: 
Randy Breault
Director of Public Works/City Engineer

PROPOSAL

TO THE CITY OF BRISBANE FOR THE
2021 SLURRY SEAL PROJECT

Name of Bidder: _____

Business Address: _____ Phone: () _____

City: _____ Zip Code: _____ FAX: () _____

California Contractor's License No.: _____ License Exp. Date: _____

Department of Industrial Relations Registration No.: _____ Registration Exp. Date: _____

* * * * *

The work to be done and referenced herein is in the City of Brisbane, State of California, and extends over property owned or controlled by the City of Brisbane, and is to be constructed in accordance with Special Provisions and the contract annexed hereto and also in accordance with adopted Standard Plans and Specifications dated 2018 of the California Department of Transportation, as hereby modified by the special provisions, which are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown upon plans entitled:

2021 SLURRY SEAL PROJECT

TO THE CITY OF BRISBANE:

The undersigned, as bidder, does hereby declare that the only person, persons or parties interested in this proposal as principals are the undersigned, and this proposal is made without collusion with any other person, firm or corporation; that he or she has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto; that he or she has carefully examined the location of the proposed work; that he or she has carefully examined the annexed proposed form of contract, and the plans and specifications therein referred to and has full knowledge of and understands said documents and the requirements thereof; and that he or she proposes and agrees, if this proposal is accepted, that he or she will contract with the City of Brisbane, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and the time therein prescribed, and according to the requirements of the City of Brisbane Public Works Director and City Engineer as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract, and that he or she will take in full payment therefor.

If the bidder or other interested party is a corporation, state the legal name of the corporation, also the names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the names of all general partners; if bidder or other interested person is a joint venture, state the name of the joint venture, also names of all the joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the name of every individual comprising the joint venture; if any of the joint venturers are corporations or co-partnership, state the information required above for corporations and co-partnerships; if bidder or other interested persons is an individual, state first and last names in full.

If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may be disregarded as irregular and unauthorized.

If this proposal shall be accepted and the undersigned shall fail to contract and to give the Bond for Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within ten (10) days after the bidder has received notice from the City Clerk of the City of Brisbane that the contract has been awarded, the City of Brisbane may, at its option, determine that the bidder has abandoned his or her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Brisbane.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference:

1. Cash, a cashier's check made payable to the City of Brisbane, certified check made payable to the City of Brisbane, or Bid Bond executed by a corporate Surety insurer authorized to engage in such business in California, in an amount equal to at least ten percent (10%) of the bid.
2. Statement of Experience of Bidder.
3. Non-Collusion Affidavit.
4. List of Subcontractors.
5. Schedule of Bid Items.
6. Notice of Required Insurance.
7. Public Contract Code Section 10162 Questionnaire; Public Contract Code Section 10232 Statement; Public Contract Code 10285.1 Statement; Business and Professions Code Section 7028.15 Statement.

The City of Brisbane may, at its option, request additional information after bidding opens.

Bidder understands that the City of Brisbane reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned declares under penalty of perjury that the foregoing is true and correct.

Executed this ___ day of _____, 2021 at _____, California.

Name of Firm or Corporation

(Signed) Bidder or Authorized Representative

Position in Firm or Corporation

Dated: _____

By: _____

BIDDER'S BOND TO ACCOMPANY PROPOSAL

LET THE FOLLOWING BE KNOWN:

That we, _____

as PRINCIPAL and _____

_____ a corporation duly organized under the laws of the State of _____ and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of Brisbane (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Brisbane, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ Dollars (\$_____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the City of Brisbane, for certain construction specifically described as follows, for which bids are to be opened in the Brisbane City Offices, Brisbane, California on _____ for the

2021 SLURRY SEAL PROJECT

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

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

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

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of

_____, 2021

Dated _____, 2021
(SEAL)

(Principal)

By _____

By _____

(SEAL AND NOTARIAL)
(ACKNOWLEDGMENT
OF SECURITY)

Surety

By _____

(Address) Number & Street

City State Zip

The undersigned encloses herewith bidder's bond, cash, certified check, or cashier's check No. _____ of the _____ (Bank) for \$_____, of which is not less than ten percent (10%) of this bid, payable to the City of Brisbane, which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

Signature _____
and
Address _____

Nature of firm (Corporation, Partnership, Individual, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

If a corporation, organized under the laws of the State of _____, licensed in California in accordance with an act providing for the registration of contractors, License No. _____

SCHEDULE OF BID ITEMS

NO.	BID ITEM	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	Slurry Seal	23,200	SY		
2	Remove Existing Striping	1	LS		
3	Edgeline (4")	10,805	LF		
4	Centerline (Detail 22, 6")	2,000	LF		
5	Centerline (Detail 24, 6")	50	LF		
6	Channelizing Line (Detail 38B, 8")	65	LF		
7	Limit Line (12")	840	SF		
8	Pavement Marking	1,540	SF		

TOTAL BID PRICE _____

LIST OF SUBCONTRACTORS

NAME & ADDRESS	LIC. #, TYPE, & EXP. DATE	DESCRIPTION OF PORTION OF WORK SUBCONTRACTED	DIR(PWCR) REGISTRATION # & EXPIRATION DATE
----------------	------------------------------	--	---

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

Bidder: _____ Date: _____
By: _____
Title: _____
Mailing Address: _____

EQUIPMENT/MATERIAL SOURCE INFORMATION

The undersigned, as Bidder, shall indicate opposite each item of equipment or material listed below, the name of the manufacturer of the equipment or material proposed to be furnished under the Bid. The listing of more than one manufacturer for each equipment or material proposed to be furnished under the Bid. The listing of more than one manufacturer for each equipment/material to be furnished with the words “and/or” will not be permitted. Failure to comply with the requirement may render the Bid nonresponsive and may cause rejection.

Equipment/Material

Manufacturer

LISTING OF CONSTRUCTION TRADES

The Bidder anticipates that the following construction trades (carpenter, plumber, etc.) will be employed on this project.

- | | | |
|--|--|--|
| <input type="checkbox"/> ASBESTOS | <input type="checkbox"/> BOILERMAKER | <input type="checkbox"/> BRICKLAYERS |
| <input type="checkbox"/> CARPENTERS | <input type="checkbox"/> CARPET/LINOLEUM | <input type="checkbox"/> CEMENT MASONS |
| <input type="checkbox"/> DRYWALL FINISHER | <input type="checkbox"/> DRYWALL/LATHERS | <input type="checkbox"/> ELECTRICIANS |
| <input type="checkbox"/> ELEVATOR MECHANIC | <input type="checkbox"/> GLAZIERS | <input type="checkbox"/> IRON WORKERS |
| <input type="checkbox"/> LABORERS | <input type="checkbox"/> MILLWRIGHTS | <input type="checkbox"/> OPERATING ENG |
| <input type="checkbox"/> PAINTERS | <input type="checkbox"/> PILE DRIVERS | <input type="checkbox"/> PIPE TRADES |
| <input type="checkbox"/> PLASTERERS | <input type="checkbox"/> ROOFERS | <input type="checkbox"/> SHEET METAL |
| <input type="checkbox"/> SOUND/COMM | <input type="checkbox"/> SURVEYORS | <input type="checkbox"/> TEAMSTER |
| <input type="checkbox"/> TILE WORKERS | | |

NON-COLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss
County of San Mateo)

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

Signature

Name of Bidder

Date

Title

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is required to state below what work of similar magnitude or character he or she has done, and to give references, including a contact person and telephone number, that will enable the City Council or other designated awarding authority to judge his or her experience, skill and business standing and his or her ability to conduct the work as completely and as rapidly as required under the terms of the contract.

Bidder

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

NOTICE OF REQUIRED INSURANCE

2021 SLURRY SEAL PROJECT

Contained as a part of these project specifications, you will find a section or exhibit entitled "Insurance Requirements." These insurance requirements have been tailored to the activities which you will be performing under this Public Works contract.

In an effort to ensure that the cost of such insurance has been considered in your bid, and that your insurance company is able to provide the required insurance, the following statement shall be signed by both the bidder and the bidder's insurance agent.

-----GRANTEE AND INSURANCE AGENT STATEMENT-----

We understand the insurance requirements contained in these project specifications and will comply in full with them if awarded this Public Works contract.

Bidder

Insurance Agency

Signature

Signature

Date: _____

Date: _____

THIS PAGE MUST BE RETURNED WITH THE BID PROPOSAL

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

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

Yes _____

No _____

If the answer is yes, explain the circumstances in the space below:

PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

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

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

BUSINESS AND PROFESSIONS CODE

SECTION 7028.15 STATEMENT

In accordance with Business and Professions Code Section 7028.15, the bidder hereby states that all representations made herein are made under penalty of perjury.

Executed this _____ day of _____, 2021 at _____,
California.

Bidder

By: _____

CONSTRUCTION AGREEMENT

THIS is an agreement between the City of Brisbane, hereinafter referred to as "City," and _____, hereinafter referred to as "Contractor."

WITNESSETH

That, for and in consideration of the promises and agreements hereinafter made and exchanged, the City and the Contractor agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform all the work, and furnish all the labor, materials, equipment and all utility and transportation services required to complete all of the work of construction and installation of the improvements more particularly described in the plans and specifications entitled **2021 SLURRY SEAL PROJECT** and approved by the City on _____, the items and quantities of which are more particularly set forth in the Contractor's bid therefor on file in the Office of the City Clerk.
2. **TIME OF PERFORMANCE.** After the contract has been executed by the City, and a notice to proceed is issued by the Director of Public Works, the Contractor shall begin work immediately upon receipt of the notice to proceed and shall diligently prosecute the same to completion before the expiration of twenty (20) working days after the date of the issuance of the notice to proceed, except as provided in the specifications.
3. **CONTRACT PRICE.** The Contractor shall perform the work in the manner provided in the specifications and at the unit prices stated in Contractor's bid.
4. **COMPONENT PARTS.** This contract shall consist of the following documents, each of which is on file in the Office of the City Clerk and all of which are incorporated herein and made a part hereof by reference thereto.
 - a) This Agreement
 - b) Notice to Contractors Inviting Bids
 - c) Specifications, and Special Provisions
 - d) Accepted Proposal
 - e) Bond for Security of Laborers and Materialmen (Payment Bond)
 - f) Faithful Performance Bond
 - g) Plans, Profiles and Detailed Drawings
 - h) City of Brisbane Business License
5. **WAGE SCALE AND DIR REQUIREMENTS.** All work performed under this contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. To engage in the performance of any work under this contract, the Contractor and his or her subcontractors must be registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. The Contractor and his or her subcontractors shall pay their employees not less than the general prevailing rate of wages predetermined by the Director of the Department of Industrial Relations, which rates are filed in the Office of the City Clerk, incorporated herein by this reference and made a part hereof. The Contractor shall post job site wage notices as prescribed by state regulations. The Contractor and his or her subcontractors shall also maintain accurate

payroll records and provide access to those records, as set forth in Section 1776 of the Labor Code. The Contractor and his or her subcontractors shall furnish payroll records directly to the Labor Commissioner, as set forth in Section 1771.1 of the Labor Code.

6. HOURS OF LABOR. Pursuant to Sec. 1813 of the Labor Code of the State of California, the Contractor shall forfeit as penalty to the City \$25.00 (Twenty-five Dollars) for each worker employed in execution of the contract by him or her or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without payment of overtime compensation as required by Labor Code Sec. 1815 and all amendments thereto
7. EQUAL OPPORTUNITY EMPLOYMENT. Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.
8. SECURITY FOR PAYMENT OF COMPENSATION. The Contractor shall secure the payment of compensation of his or her employees in accordance with the provisions of Section 3700 of the Labor Code of the State of California and all amendments thereto. (Required by Labor Code Sections 1860-61.)
9. WORKERS' COMPENSATION. The Contractor shall comply with the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code.
10. INDEMNIFICATION. The Contractor shall indemnify and save harmless the City of Brisbane and its City Council, employees, agents and representatives, from liability, loss, suits, actions, or claims brought for or on account of violation of laws, ordinances, rules or regulations, or injury, damage, or loss including death caused by acts or omissions of the Contractor, its employees, or agents.
11. ASSIGNMENT. The performance of this Agreement shall not be assigned except upon the written consent of the City Council or other designated representative of the City of Brisbane. Consent will not be given to any proposed assignment which would relieve the original Contractor or surety of their responsibilities under this Agreement.
12. SEVERABILITY. If any one or more of the covenants or agreements, or portions thereof, provided in this Agreement shall be held by a court of competent jurisdiction in a final action to be void, voidable or unenforceable, such covenant or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed separable from the remaining covenants or agreements or portions thereof and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.
13. ATTORNEYS' FEES AND EXPENSES. In the event that any party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provisions of this Agreement or between the parties hereto, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all expenses incurred by the other party in enforcing or establishing its rights hereunder, including without limitations attorney's fees, expert witness fees, any expenses incurred prior to the filing of any action or proceeding, any arbitration and arbitrator's fees (if applicable), and any court costs. Such recovery shall be had regardless of whether the obligations are performed or the dispute is resolved without the filing of an action or proceeding, is resolved by voluntary dismissal or abandonment, final judgment, pretrial motion, appeal or other means. Such expenses may be recovered in the same action or proceeding, if any, or in a separate action or proceeding.
14. PERFORMANCE PENDING DISPUTE RESOLUTION. If any dispute should arise between the parties as to the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the

work, the Contractor shall nevertheless proceed to perform the work as directed by the City pending settlement of the dispute.

IN WITNESS WHEREOF, the said Contractor, and the City, by and through its City Manager and Clerk, so authorized to act, have caused this contract to be executed this ___ day of _____, 2021.

APPROVED:

Michael Roush
City Attorney for the City of Brisbane

Contractor

(Position)

Clay Holstine
City Manager for the City of Brisbane

By: _____

Attest: _____
Ingrid Padilla
City Clerk of the City of Brisbane

Bond Number _____

Bond Number: _____

CONTRACTOR'S PAYMENT BOND

LET THE FOLLOWING BE KNOWN:

THAT WHEREAS, THE CITY OF BRISBANE, a municipal corporation of the State of California (hereinafter designated as "City") on _____, 2021, entered into a certain contract with _____, a _____ (designate type of business entity), hereinafter designated as the "Principal," namely, a Construction Agreement for the **2021 SLURRY SEAL PROJECT** for the work hereinafter briefly described, to wit:

- ◆ Slurry Seal of various street sections of asphalt in the City of Brisbane. The work includes but is not limited to all prepping, striping, street sweeping, and traffic control.

More fully described in and required by said Construction Agreement, incorporated herein by reference, the award of which said Agreement was made to said Principal by the City Engineer of the City of Brisbane on _____, 2021.

WHEREAS, said Principal is required by Section 9550 of the California Civil Code to furnish a bond in connection with said Agreement.

NOW, THEREFORE, we, the Principal and _____, incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his, her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to any work or labor performed or materials supplied by any such claimant, which said work, labor or materials are covered by the said Construction Agreement and any amendments, changes, change orders, additions, alterations, or modifications thereof, or for any amounts required to be deducted, withheld, or paid over to the Employment Development Department from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the City and original Contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person entitled to file claims under Title 1

(commencing with Section 8000) of Part 6 of Division 4 of the California Civil Code, and has not been paid the full amount of his or her claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, modification, rescission or attempted rescission, herein mentioned.

It is further stipulated and agreed that no final settlement between the City and the Contractor with reference to the work, shall abridge the right of any beneficiary hereunder whose claims may be unsatisfied.

This bond is executed and delivered to comply with the requirements of the City of Brisbane, and to comply with the provisions of Title of Part 6 of Division 4 of the Civil Code of the State of California.

SIGNED AND SEALED this _____ day of _____, 2021

PRINCIPAL

SURETY

(Insert Company Name)

A _____ (designate type of entity)

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Telephone: _____

(Affix Corporate Seals; Attach Acknowledgments of both Principal and Surety signatures.)

Approved by the City Attorney of the City of Brisbane on the _____ day of _____, 2021

Michael Roush
City Attorney for the City of Brisbane

Bond Number: _____

FAITHFUL PERFORMANCE BOND

WHEREAS, THE CITY OF BRISBANE, a municipal corporation of the State of California (hereinafter designated as "City") on entered into a Construction Agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 2021, and project identified as:

2021 SLURRY SEAL PROJECT

is hereby referred to and made a part hereof; and

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

Now, therefore, the Principal and _____, incorporated under the laws of the State of _____ and authorized to execute bonds and undertakings as sole surety, are held and firmly bound unto the City of Brisbane, hereafter called "City," in the penal sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of obligation is such that if the above bounded Principal, his, her or its subcontractors, heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the said agreement and any alteration thereof made as therein provided, on this or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to satisfactory completion of said agreement, the above obligations to the amount of _____ dollars (\$ _____) lawful money of the United States, being not less than one hundred percent (100%) of the total bid of the Project, shall hold good for a period of one (1) year after the completion and acceptance of said work during which time if the above bounded Principal, his, her or its heirs, executors, administrators, successors, or assigns shall fail to make full, complete and satisfactory repair and replacement or totally protect the City from loss or damage made evident during said period of one year from the date of acceptance of said work, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligations in the same sum of _____ dollar (\$ _____) lawful money of the United States, shall remain in full force and virtue; otherwise the above obligation shall be void.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

In witness whereof, this instrument has been duly executed by the Principal and surety above named on

_____, 2021.

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

(SEAL)

Principal

Surety

The above bond is accepted and approved this _____ day of _____, 2021.

Michael Roush
City Attorney for the City of Brisbane

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list
(Circular 570 as amended) and be authorized to transact business in California.

SPECIAL PROVISIONS

PROJECT NO. 921D

2021 SLURRY SEAL PROJECT

SECTION 1. SPECIFICATIONS AND PLANS; DEFINITIONS

The work embraced within shall be done in accordance with the Standard Plans and Standard Specifications dated 2018 of the California Department of Transportation, insofar as the same may apply and in accordance with the following special provisions.

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

Definitions and terms. Wherever in the Standard Specifications, Standard Plans, or these Special Provisions and contract documents the following definitions and terms are used, the intent and meaning shall be interpreted as follow:

CALTRANS, Department of Transportation or Department - The City of Brisbane.

City - The City of Brisbane.

City Council - The City Council of the City of Brisbane.

Contractor – The contractor with whom the City enters into a contract to construct the public improvement specified, indicated, shown or contemplated in the Project Plans.

Days - Calendar days unless otherwise designated.

Director of Transportation - The Director of Public Works of the City of Brisbane.

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

Highway - The project in the City of Brisbane or neighboring jurisdictions, which shall mean the total right-of-way or area which is reserved for and secured for use in constructing the project and its appurtenances.

Liquidated Damages - The amount prescribed in Section 4, below, to be paid to the City of Brisbane or to be deducted from any payments due or to become due the Contractor for each calendar day's delay in completing the whole or any specified portion of the work beyond the time allowed in the special provisions.

Project Plans - The project plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans and Bridge Standard Details insofar as they may apply.

Special Provisions - The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications. The Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" is to be considered as part of the special provisions.

Standard Plans - The Standard Plans of the California Department of Transportation dated 2018.

Standard Specifications - The Standard Specifications of the State of California Department of Transportation dated 2018.

State - The City of Brisbane (Owner).

Work – All the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments or extensions thereto made by contract change order or other written orders of the Engineer.

Any reference in the specifications and other contract documents to Sections of former Chapter 3 (Sections 14250-14424 inclusive) of Part 5 of Division 3 of Title 2 of the Government Code shall be deemed to be reference to the successor section of the Public Contract Code.

Any reference within the Standard Specifications to the State of California or a State agency, office or officer shall be interpreted to refer to the City of Brisbane.

SECTION 2. PROPOSAL REQUIREMENTS AND INSTRUCTIONS TO BIDDERS

2.1. GENERAL INFORMATION

Bids are required for the entire work, with separate bid prices for each individual item as noted in the BID SCHEDULE. The amount of the bid for comparison purposes and determination of low bidder will be the Total of all items. The total of each bid item will be determined by extension of the unit price bid times the estimated quantity set forth for the item.

The bidder shall set forth for each item of work in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Extension" column shall be the extension of the unit price bid times the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for the item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible, uncertain for any cause, omitted, or is the same amount as the entry in the "Extension" column, then the amount set forth in the "Extension" column for the item shall prevail and the amount set forth in the "Extension" column shall be divided by the estimated quantity for the item, and the price thus obtained shall be the unit price.

For a lump sum item, the amount set forth as the unit price shall be the same as the entry in the "Extension" column and in the case of any discrepancy between the two, the amount set forth under the "Extension" column for the item shall prevail.

If this proposal shall be accepted and the undersigned shall fail to contract as set forth herein and to give the two bonds in the sums to be determined as set forth herein, with surety satisfactory to the City of Brisbane, within ten (10) calendar days after the bidder has received notice from the City of Brisbane that the contract has been awarded, the City of Brisbane may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Brisbane.

Proposals must be made on the form furnished by the Engineer and must be submitted in a sealed envelope and addressed to the City Clerk of the City of Brisbane, 50 Park Place, Brisbane, CA 94005, and marked "BID," followed by the project title appearing in the Notice Inviting Bids. Electronic proposals will be accepted in PDF format via email to ipadilla@brisbaneca.org (with jyuen@brisbaneca.org cc'ed). FAXED proposals will not be accepted.

The bid must further conform to the requirements of these instructions.

The said work must be done in strict conformity with the specifications and plans therefor which are on file in the City Engineer's office at 50 Park Place, Brisbane, California.

2.2. BID OPENING

The City publicly opens and reads bids at the time and place shown on the Notice to Bidders.

2.3. BID RIGGING

The US Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

2.4. APPROXIMATE ESTIMATE

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

2.5. RIGHT TO REJECT

The City Council or other designated awarding authority reserves the right to decrease scope of work, delete one or more bid items, or to reject any or all bids and to waive any informality in such bids and to award a contract under any alternate or proposal.

Proposals may be rejected if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. Proposals in which the prices, in the opinion of the City, are unbalanced, may be rejected.

When proposals are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a written authorization or Power of Attorney should be on file with the City prior to opening proposals or submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

2.6. AWARD OF CONTRACT

The City and its subsidiary agencies will endeavor to make an award of contract to such bidder as is determined to be the most responsible bidder by the City Council or other designated awarding authority. An award of contract will not be made until the necessary investigations are completed with regard to the responsibility of the two apparent most responsible bidders.

The language "responsible" refers not only to the attitude of trustworthiness, but also to the quality of service, experience, ability, and capacity of the low bidder to satisfactorily perform the proposed work, the quality of the work the bidder has completed, the safety compliance record of the bidder, and compliance with all provisions of the bid proposal.

The awarding authority also has been entrusted with discretionary power as to which is the lowest responsible bidder having regard to the quality and adaptability of the product, articles, or materials provided by the bidder for the particular requirements of their use.

2.7. WITHDRAWAL OF BID

After bids have been opened and declared, no bid shall be withdrawn except with the written permission of the City Council or designated awarding authority. Bids shall be subject to acceptance by the City for a period of sixty (60) calendar days from the date of the opening of bids.

2.8. CONTRACTOR'S LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

The bidder shall hold the type of license required for work under the contract, a Class A General Engineering Contractor's license, and shall affix to the Proposal the number of the bidder's license issued under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California.

2.9 SUBCONTRACTING

Attention is directed to the provisions in Section 2-1.10, "Subcontractor List," of the Standard Specifications and these special provisions.

In accordance with the requirements of Section 4100 to 4113, inclusive, of the Public Contract Code, each bidder shall list in his or her proposal the name of each subcontractor, the location of his or her place of business and the portion of the work to be done by him. Only one subcontractor shall be listed for each portion of the work as defined by the bidder. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, (or specified more than one subcontractor for the same portion of the work), it shall be understood that the bidder is qualified to and will perform such work without subcontracting the same. A sheet for listing the subcontractors, as required, is in the proposal.

2.10. BIDDER'S PRINTS

Any plans or drawings accompanying the specifications may be retained by the bidder and need not be submitted with the bid proposal.

2.11. BIDDER'S REFERENCE

Upon request, the bidder shall furnish references to the Engineer indicating the financial responsibility of the bidder and prior experience and ability of the bidder in completing similar work in a timely and cooperative manner at the least cost.

The bidder shall also furnish the Engineer with a list of projects of a similar nature which the bidder has completed on the form provided for that purpose. The Engineer may inspect these projects or utilize the information otherwise to determine the qualifications and abilities of the bidder prior to awarding the contract.

2.12. DESIGNATION OF SUBCONTRACTORS

Each proposal shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in the amount of 1/2 of one percent of his or her total bid, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or making unauthorized substitutions.

A form for listing the subcontractors, as required herein, is included in the proposal.

2.13. BID FORMS

An extra copy of the bid documents has been provided for contractor's bid. The complete bid proposal to the City must include the following documents signed and sealed where indicated.

- Proposal, including Schedule of Bid Items
- Bid Security
- Statement of Experience of Bidder
- Designation of Subcontractors
- Non-Collusion Affidavit
- Notice of Required Insurance
- Public Contract Code Section 10162 Questionnaire/Public Contract Code Section 10232 Statement/Public Contract Code Section 10285.1 Statement/Business and Professions Code Section 7028.15 Statement

- Addenda (when issued by City)

The bid proposal must be submitted on the documents provided, with original signatures affixed where applicable. Electronic bids will be accepted in PDF format with digital or scanned signatures affixed. Bids shall be submitted electronically to ipadilla@brisbaneca.org (with jyuen@brisbaneca.org cc'ed) or hand delivered or mailed, via U.S. Mail, to the City as described in the Notice of Inviting bids. All bid proposals must be received by the date and time specified in the Notice of Inviting Bids. FAXED Bid Proposals will not be accepted.

2.14. INVESTIGATION OF SITE, EXAMINATION OF PROJECT PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS

Intending bidders shall carefully examine the site of the proposed work, the Proposal, Plans, Specifications and Contract Documents. By submitting a bid, the bidder represents to the owner that the bidder has investigated the work site and is satisfied as to the conditions to be encountered, and the character, quality, and quantity of work to be performed, materials to be furnished, requirements of the specifications, and that the bid proposal includes full consideration for the same.

Should a bidder find discrepancies in, or omissions from, the Project Plans and Specifications or any other portion of the Contract, or should the bidder be in doubt as to their meaning, the bidder shall at once notify the City and, should it be found that the point in question is not clearly and fully set forth, a written addendum will be sent to all bidders. No interpretation of the meaning of the specifications, drawings or other prebid documents will be made to any bidder orally. Neither the Engineer nor the City will be responsible for any oral instructions.

The bidder, by submission of a bid, confirms that the bidder has taken action to become familiar with the Project Plans and Specifications and has found them fit and sufficient for the purpose of preparing a bid. By submission of a bid, the bidder agrees that no claim will be made against the City or the City's Consultants or Engineer for any damages in excess of \$50,000 or five percent (5%) of the construction costs (whichever is greater) for alleged damage that the bidder or bidder's subcontractors may have suffered due to the inadequacy of the bidder's bid on account of any alleged errors, omissions, or other deficiencies in the Plans and Specifications supplied to the bidder by the City. This limitation does not apply to compensation for extra work authorized in writing by the Engineer and approved by the City, as provided for herein. The bidder in no way assumes liability for damages to others for the professional negligence, errors, or omissions of the Engineer.

2.15. ADDENDA

Any addenda or letters of clarification supplementing the Project Plans and Specifications and issued prior to the time set for the opening of proposals, and/or forming a part of the documents furnished to the bidder for the preparation of a proposal, shall be covered in the proposal and shall be made a part of the Contract. Addenda and letters of clarification will be sent to each prospective bidder at the address indicated in the planholders' form and shall be attached to the Specifications containing the proposal.

2.16. PROPOSAL GUARANTY

Proposal Guaranty of the Standard Specifications, the second and third paragraphs are amended to read:

BID SECURITY - Each construction bid shall be accompanied by bid security in accordance with Section 3.12.100 of the Brisbane Municipal Code in the form of cash, a cashier's check or a certified check, amounting to ten percent (10%) of the bid, payable to the order of the Clerk of the City of Brisbane, or by a bond for that amount and so payable, signed by the bidder and a surety. The amount so posted shall, at the option of the public agency, be forfeited to the public agency if the bidder does not, within 10 calendar days after written notice that the contract has been awarded to him, enter into a contract with the public agency for the work.

The form of Bidder's Bond, as required herein, will be found following the signature page of the proposal annexed hereto.

A bidder's bond will not be accepted unless it substantially conforms to the bond form included with the proposal form and is properly filled out and executed. If desired, the bond form included therein, properly filled out as directed, may be executed and used as the bidder's bond.

2.17. RELIEF OF BIDDERS

Relief of bidders of the Standard Specifications is amended to read:

Attention is directed to the provisions of Government Code Section 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement herein, that if the bidder claims a mistake was made in his or her bid, the bidder shall give the City of Brisbane written notice within five (5) working days after the opening of bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

2.18. DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. If it appears that the same individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated, all such proposals shall be rejected. Being listed as a subcontractor does not constitute interest in a bid.

2.19. NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

In accordance with Section 7106 of the Public Contract Code of the State of California as specified, the bidder shall submit an affidavit affirming that the bidder has not participated in various collusive activities. A bid not accompanied by, or which is made without such affidavit, or in violation thereof, will not be considered. If the bidder is a corporation, said affidavit shall be signed by a duly authorized officer of the corporation. This affidavit will be made part of and referenced in the contract of the successful bidder.

2.20. PREVIOUS DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING

The second paragraph of the Standard Specifications states that:

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has proprietary interest in such bid, having been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state, or local project because of violation of law or a safety regulation.

All bidders shall complete the Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement and Business and Professions Code Section 7028.15 Statement, on the form provided and return this form along with the bid proposal.

2.21. DEPARTMENT OF INDUSTRIAL RELATIONS REQUIREMENTS

All work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All prime contractors will be required to post prevailing wage job site notices, as prescribed by state regulations.

Except as specifically set forth in Labor Code section 1771.1(a), no bidder or subcontractor may be listed on a bid proposal or, on or after April 1, 2015, awarded a contract or subcontract for public work on a public works project unless currently registered and qualified to perform public work as required by section 1725.5 of the Labor Code.

No proposal shall be accepted without proof of the bidder's and all subcontractors' current registration to perform public work under section 1725.5. The bidder shall furnish in his or her proposal his or her Department of Industrial

Relations registration number and registration expiration date. The bidder shall also furnish the Department of Industrial Relations registration number and registration expiration date for each subcontractor on the form for listing subcontractors included in the proposal.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and to Section 2, "Bidding," of these special provisions for the requirements and conditions concerning award and execution of contract.

The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all requirements prescribed herein.

3.1. AWARD OF CONTRACT

Section 3-1.04, "Contract Award," of the Standard Specifications is amended to add the following:

The City of Brisbane reserves the right to reject any and all bids, or to make award to the lowest responsible bidder and reject all other bids and to waive any irregularity or informality in any bid received. See Proposal Requirements and Instructions to Bidders, Section 2 herein, for determination of low bid.

3.2. CONTRACT BONDS

Section 3-1.05, "Contract Bonds," of the Standard Specifications is amended to add the following:

Contractor shall provide, at the time of the execution of the contract agreement for the work, and at his own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond in the amount equal to at least one hundred percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said contract agreement. Sureties of each of said bonds shall be satisfactory to the Attorney for the City of Brisbane.

3.3 RETURN OF PROPOSAL GUARANTEES

Within 14 days after the award of the contract to the lowest responsible bidder, the City will return the proposal guarantees, other than bidder's bonds, accompanying such of the proposals as are not to be further considered in making the award. Retained proposal guarantees will be held until the contract has been executed, after which all proposal guarantees, except bidder's bonds and any guarantees which have been forfeited, will be returned to the bidders whose proposals they accompany.

3.4. PRECEDENCE OF CONTRACT

In resolving conflicting requirements between the contract documents, order of precedence shall be as follows:

1. Change orders
2. Construction Agreement
3. Addenda or letters of clarification
4. Special Provisions
5. Project plans
6. Standard Plans and Specifications

With reference to the Project Plans:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings

SECTION 4. BEGINNING OF WORK, PRE-CONSTRUCTION CONFERENCE, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Notice to Proceed shall be issued and the working days shall begin within 14 calendar days of execution of the contract by the City, unless (a) mutually agreed upon by both parties in writing that the NTP shall be issued after the 14 calendar day period or (b) at the time the City executes the contract there is a County wide Order or other governmental directive that restricts travel within the County to only "Essential Travel". In this latter situation, the City will issue the NTP once travel for purposes of performing the work under the contract is permitted.

Prior to the beginning of work, a pre-construction conference will be held at the office of the City Engineer for the purposes of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include major subcontractors.

In addition, no work shall be performed during hours other than the hours specified without prior written approval of the engineer and without first obtaining a special permit for such work. Permitted hours of work may be shortened by the Engineer upon a finding of a previously unforeseen effect on the health, safety or welfare of the surrounding community.

The Contractor shall diligently prosecute the work to completion before the expiration of

20 WORKING DAYS

from the effective date of the Notice to Proceed.

Refer to Section 8-1.10, "Liquidated Damages," of the Standard Specifications for the sum that shall be paid by the Contractor to the City per day for each and every calendar day of delay in finishing the work in excess of the number of working days prescribed above for all work.

SECTION 5. GENERAL PROVISIONS

5.1. REQUIREMENTS PRIOR TO COMMENCEMENT OF WORK

5.1.1. PROGRESS SCHEDULE

Following the award of the contract, and prior to the beginning of work, the Contractor shall submit to the Engineer within ten (10) working days, for approval, a schedule setting forth the sequence in which construction will proceed in accordance with Section 8-1.02, " Schedule," of the Standard Specifications.

One working day will be deducted from the Contractor's total number of working days for each day the Contractor fails to submit the above submittal within the stated time frame.

During the course of the work, the Contractor shall update the progress schedule within two (2) working days as requested by the Engineer.

Full compensation for Progress Schedule shall be considered as included in the contract unit price paid for the various items involved and no separate payment will be made therefore.

5.1.2. CONTACTS FOR IMMEDIATE PROBLEM RESOLUTION

Prior to the Director of Public Works issuing a notice to proceed and prior to the start of construction on this project, the Contractor shall provide the Engineer with the names, addresses, and telephone numbers of all responsible individuals who can be contacted on a 24-hour basis in the event of the occurrence of any problem which must be resolved immediately.

Arrangements shall be made by the Contractor to insure that a response, in person or by telephone, by a duly authorized and competent representative of the Contractor, will be made within one hour of any emergency calls made by the City to the telephone number provided by the Contractor during any hour of the day or night. If the Contractor is unable to respond to an emergency call, the City may take any necessary actions to remedy the emergency conditions, at the Contractor's expense, in all cases where the Contractor is obligated or responsible under these conditions.

5.1.3. INDEMNIFICATION

The Contractor shall indemnify and save harmless the City and Council, employees, agents and representatives, from liability, loss, suits, actions, or claims brought for or on account of violation of laws, ordinances, rules or regulations, or injury, damage, or loss including death caused by acts or omissions of the Contractor, his or her employees, or agents.

5.1.4. INSURANCE REQUIREMENTS

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

A. **Minimum Scope of Insurance.** Coverage shall include at a minimum:

1. Commercial General Liability.
2. Automobile Liability.

3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employer's Liability insurance.

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

1. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

1. Worker's Compensation and Employer's Liability: Worker's Compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$100,000 per accident.

C. Deductibles and Self-Insurance Retentions. Any deductibles or self-insurance retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents, and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages:

a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents, and contractors.

b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents or contractors shall be excess of the Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, and contractors.

d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers acceptable to the City.

F. Verification of Coverage. Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be delivered to:

City Clerk

City of Brisbane

50 Park Place

Brisbane, CA 94005

G. **Subcontractors.** The Contractor shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

5.1.5. PRICE SUBMITTAL

The Contractor shall prepare and submit to the Engineer within ten (10) working days after execution of contract, a detailed cost breakdown to serve as the basis for progress payments for bid items with a quantity of "Lump Sum" before work commences.

The cost breakdown shall be segmented into basic items of work corresponding to the Progress Schedule submitted pursuant to Section 5.1.1 "Progress Schedule" of these Special Provisions, with the aggregate equaling the Contract total. Cost breakdowns containing prices which appear unbalanced may be rejected.

The following general guidelines shall be followed:

- A. There must be sufficient detail included to allow the Engineer to verify progress in accordance with the progress payments specified elsewhere. As a minimum, the cost of each Specification section shall be identified.
- B. Each price must include the cost of material, equipment, and labor stated separately.

Progress payments will not be made until the detailed cost breakdown has received favorable review and approval by the Engineer.

5.2. REQUIREMENTS RELATING TO LABOR

5.2.1. PREVAILING WAGE RATES

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City of Brisbane has obtained from the Director of the Department of Industrial Relations the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8 of said Code, apprenticeship or other and similar purposes) applicable to the work to be done, for straight time, overtime, Saturday, Sunday and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classifications or type of workmen concerned. Such prevailing rates are on file with the City Clerk.

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates which are in effect on the date that this project is advertised, which is part of the contract, shall be posted by the Contractor at a prominent place at the site of the work.

Prevailing wage rates shall be posted at the job site.

The Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, Social Security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor in accordance with the provisions of Section 1776 of the Labor Code.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within 5 working days, provide a notice of a change in location and address. The responsibility for compliance with payroll record requirements imposed by Section 1776 of the Labor Code is on the Contractor.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor and each subcontractor must furnish payroll records directly to the Labor Commissioner as set forth in Section 1771.4 of the Labor Code.

5.2.2. HOURS OF LABOR

Pursuant to Sec. 1813 of the Labor Code of the State of California, the Contractor shall forfeit as penalty to the City \$25 for each worker employed in execution of the contract by him or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than 8 hours in any 1 calendar day and 40 hours in any 1 calendar week without payment of overtime compensation as required by Labor Code Sec. 1815 and all amendments thereto.

5.2.3. LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Administrative Code.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause," set forth in Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

2.4. EXCAVATION SAFETY PLANS

Attention is directed to Section 6705 of the Labor Code concerning trench excavation safety plans. Excavations five (5) feet or more in depth shall not begin until the Contractor has submitted and the Engineer has returned indicating "No Exceptions Noted" the Contractor's detailed plan for worker protection from the hazards of caving ground during such excavations. The plan may be reviewed by the Engineer for completeness in accordance with federal, state and local regulations. The Engineer will not be responsible for reviewing the accuracy of assumptions, data and information used, and procedures contained in the plan or the adequacy thereof. Such plans shall show the details of the design of shoring, bracing, sloping, or other provisions to be made for worker protection during such excavation. The plan shall not allow the use of shoring, sloping, or a protective system less effective than that required by the Construction Safety Orders; and if such plan varies from the shoring system standards established by the Construction Safety Orders, the plan (including calculations) shall be prepared, signed and stamped by an Engineer registered as a Civil or Structural Engineer, and by an Engineer registered as a Geotechnical Engineer, in the State of California.

Such plans shall be accompanied by a copy of the Permit to Excavate that has been issued by the Division of Occupational Safety and Health as required by Labor Code Section 6500 and following.

Full compensation for trench excavation safety plans shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.2.5. ASBESTOS-RELATED WORK

The Contractor's attention is directed to Section 7058.5 of the Business and Professions Code, which states that from and after January 1, 1987, no Contractor shall engage in asbestos-related work, as defined, who is not certified by the Contractor's State License Board to do so.

The Contractor's attention is also directed to Section 6501.5, and following, of the Labor Code relative to asbestos-related work and to provisions of the General Industry Safety Orders of Title 8 of the Code of Regulations and to the BAAQMD's Regulation 11, Rule 2.

5.2.6. APPRENTICES

Attention is directed to the provisions of Section 7-1.02K(4), "Apprentices," of the Standard Specifications.

5.2.7. EMPLOYMENT ELIGIBILITY

At the request of City, Contractor shall furnish to City copies of Employment Eligibility Verifications (INS Form I-9) or other evidence satisfactory to City showing that any or all persons providing services under this Agreement for on behalf of Contractor are eligible to be employed in the United States. In the event Contractor is unable or unwilling to provide the employment eligibility verification within ten (10) calendar days after City's request, City may require the immediate removal from the project of such workers as specified by City, and upon any failure by Contractor to do so, City shall be entitled to terminate this Agreement.

5.3. REQUIREMENTS RELATING TO PERFORMANCE OF THE WORK

5.3.1. WORK TO BE DONE

The work to be done consists of furnishing all labor, methods or processes, implements, tools, machinery, construction equipment, materials of any kind, and installed manufactured equipment, except as otherwise specified herein to be furnished by the City of Brisbane or from sources provided by the City of Brisbane, which are required to construct in a good and workerlike manner all the work herein specified.

5.3.2. COOPERATION

Attention is directed to Sections 5-1.20, "Coordination With Other Entities," and 5-1.36C, "Nonhighway Facilities," of the Standard Specifications and these special provisions.

5.3.3. STAKING

Staking shall conform to the provisions of Section 5-1.26, "Construction Surveys," of the Standard Specifications and these special provisions. The Contractor shall provide any necessary staking.

Full compensation for the Contractor furnishing and setting all stakes necessary to construct the project shall be considered as included in the price paid for the various contract items of work, and no additional compensation will be allowed therefore.

5.3.4. PUBLIC SAFETY

In addition to any other measures taken by the contractor pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, the Contractor shall install temporary railing between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

- (1) Excavations -- Any excavation the near edge of which is 15 feet or less from the edge of the lane, except:
 - a. Excavations covered with non-skid sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public. Covers must have milled edges or be installed flush with the pavement surface.
 - b. Excavations less than one foot deep.
 - c. Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.

- d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- e. Excavations in side slopes, where the slope is steeper than 4:1.
- f. Excavations protected by existing barrier or railing.

(2) Temporarily Unprotected Permanent Obstacles -- Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing completely in place during the same day.

(3) Storage Area -- Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

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

5.3.5. ACCIDENT PREVENTION

The Contractor shall comply with the California Occupational Safety and Health Act (Labor Code Section 6300 et seq.) and Title 8 of the Code of Regulations, and will also take, or cause to be taken, such additional measures as may be necessary for the prevention of accidents.

During the performance of the work under the Contract, the Contractor shall institute controls and procedures for the control and safety of persons visiting the jobsite.

Compliance with the provisions of this Article by subcontractors will be the responsibility of the primary Contractor.

5.3.6 OBSTRUCTIONS

Attention is directed to Sections 5-1.36C, "Nonhighway Facilities," and 15, "Existing Facilities," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Notification Center	Telephone
Underground Service Alert-Northern California (USA)	811 or 1(800) 642-2444

5.3.7. INTERFERENCE WITH FIRE HYDRANTS, HIGHWAYS, AND FENCES

The Contractor shall conduct operations as not to close or obstruct any portion of any highway, road, or street, or prevent in any way free access to fire hydrants until permits have been obtained therefore from the proper authorities. If any highway required to be kept open shall be rendered unsafe by the Contractor's operations, the Contractor shall make such repairs or provide such temporary guards as shall be acceptable to the authorities having

jurisdiction and to the Engineer. Any highway or street maintenance or repair work required by the City in connection with necessary operations under the Contract shall be performed by the contractor at the Contractor's own cost and expense. Fences subject to interference shall be maintained as effective barriers consistent with the original intent but, upon approval of the Engineer, they may be moved or rearranged to facilitate prosecution of the work until the work is finished, after which they shall be restored to their original location in an equal or better condition than existed prior to rearrangement.

5.3.8. PRESERVATION OF PROPERTY

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications and these special provisions.

Due care shall be exercised to avoid damage to existing improvements, utility facilities, and adjacent property, real and personal. The fact that any existing underground improvement or facility is not shown on the Plans shall not relieve the Contractor of responsibility to ascertain the existence of any underground improvement or facility which may be subject to damage by reason of the Contractor's operations.

Any damage to improvements or property, whether above ground, below ground, or underwater, private or public, within or adjacent to the project limits, arising from, or in consequence of, the performance of the Contract shall be repaired at once by the Contractor. If the Engineer requires such repair to be made prior to the execution or continued performance of any part of the work included in this contract, the Engineer will so notify the Contractor who shall delay or discontinue the performance of that part of the work until the necessary repair has been made. Such delay shall not be considered unavoidable, and no extension of time for completion of the Contract will be allowed therefore.

When ordered by the Engineer to make any such repair, the Contractor shall start work thereon within four (4) hours, immediately if emergency or public safety conditions warrant, and shall prosecute the same with diligence to completion. Upon failure of the Contractor to so comply with such order, or upon the contractor's failure to make immediate emergency repairs reasonably determined by the Engineer to be necessary in the best interests of the public, the Engineer shall have authority to cause such repair to be made and to deduct the costs thereof from any money due, or which may become due, the Contractor.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor shall act to prevent, to the extent possible, such threatened loss or injury, whether or not instructed to do so by the Engineer.

5.3.9. DAMAGE REPAIR

Attention is directed to the provisions in Section 5-1.39, "Damage Repair and Restoration," of the Standard Specifications and these special provisions.

Damage to slopes or other existing facilities occurring prior to the performance of the work provided for in this contract shall be repaired or reconstructed by the Contractor, as directed by the Engineer. Such work will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

Storm damage caused by a change in the runoff pattern from that which existed on the day the Notice to Contractors for this project is dated and was the result of work by others within the right of way shall be repaired as directed by the Engineer. The total cost of ordered repair work will be paid for as extra work as provided in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

5.3.10. TRESPASS

The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass by the Contractor, any subcontractor, or their employees in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

5.3.11. PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work. In any area visible to the public the following shall apply:

When practicable, broken concrete and debris developed from the project shall be disposed of concurrently with its removal.

If stockpiling of debris is necessary and approved by the Engineer, the debris developed from the project shall be removed or disposed of weekly. The Contractor shall furnish trash bins for all stockpiled debris developed from the project. All debris shall be placed in the trash bins daily. Stockpiling areas shall be in accordance with the section entitled "Areas for Contractor's Use," elsewhere in these special provisions.

Forms and falsework that are to be re-used shall be stacked neatly concurrently with their removal. Form and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.3.12. AREAS FOR CONTRACTOR'S USE

Attention is directed to the requirements specified in Section 5-1.32, "Areas for Use," of the Standard Specifications and these special provisions:

The project areas shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the streets or areas, or allow others to occupy the streets or areas, for purposes which are not necessary to perform the required work.

The area for Contractor use shall be provided by the Engineer during the preconstruction meeting.

Should the Contractor cause damage to the site, all corrective measures shall be done promptly at no cost to the City.

5.3.13. SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 14-8, "Noise and Vibration," of the Standard Specifications and these special provisions.

In accordance with Section 8.28.060 of the Brisbane Municipal Code, no individual piece of equipment used by the Contractor shall produce a noise level that exceeds eighty-three (83) dBA at a distance of twenty-five (25) feet from the source thereof, and the noise level from the Contractor's operations at any point outside of the property plane of the project shall not exceed eighty-six (86) dBA.

Said noise level requirements shall apply to all equipment on the job or related to the job, including but not limited to trucks, transient mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

5.3.14. DUST CONTROL

Dust control shall conform to the provisions in Section 10, "General," of the Standard Specifications, these special provisions and the site safety plan.

It is understood that the provisions in Section 10, "General," will not prevent the Contractor from applying water or dust palliative for his convenience if he so desires; however, the Contractor shall endeavor, whenever possible, to restrict the use of water to control dust for his convenience due to the current need to conserve water.

Dust suppression measures will be used when visual or instrumental indications of dust levels indicate their necessity. A fine water spray will be used to wet soils, as necessary, using only enough water to provide dust control, so as to minimize runoff.

No separate payment will be made for any work performed or materials used to control dust resulting from the Contractor's operations either inside or outside the right of way, or for controlling dust caused by public traffic during Contractor's working hours. Full compensation for such dust control will be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5.3.15. 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 Section 7, "Legal Relations and Responsibility to the Public," 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 this section, "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 Section 7.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. 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.

5.3.16. ARCHAEOLOGICAL MONITORING

Notwithstanding anything to the contrary herein, in the event any archaeological artifacts within the project are discovered during the course of the work, the City will have and retain all right, title and interest to such artifacts and shall have the further right during the course of the contract, to examine or have examined, the site work for any such artifacts and to perform or have performed archaeological excavations and all other related work to explore for, discover, recover, and remove such artifacts from the site.

In the event the work of archaeological examination and related work delays the Contractor's work, he shall be entitled to an extension of time to complete the work equal to the number of days he is thus delayed. However, Contractor shall have no claim for compensation as a consequence of delay of his work for the period of time required by the City for such archaeological examination and related work.

5.3.17. QUALITY ASSURANCE

Testing of materials shall conform to the provisions in Section 6-2, "Quality Assurance," of the Standard Specifications and these special provisions.

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

All tests of materials will be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in these Specifications.

Except as otherwise provided in the specifications, cost of all testing of materials will be borne by the City of Brisbane. In the following instances the Contractor shall bear the costs of testing:

- (1) The Contractor shall assume all costs of retesting materials which fail to meet contract requirements;
- (2) The Contractor shall assume all costs of testing materials offered in substitution of those found to be deficient;
- (3) The Contractor shall assume all costs of testing materials offered in lieu of specified materials, to prove their quality equivalence;
- (4) The contractor shall assume all costs of testing and inspection of materials manufactured or produced outside the limits of the United States; and
- (5) The Contractor shall assume all costs of testing more than three samples of each type of material.

5.3.18. SUBMITTALS TO BE FURNISHED BY THE CONTRACTOR

The Drawings listed in the Specifications shall be supplemented by the Contractor with such submittals as may be required for the prosecution of the work and approval of equipment. Submittals may include calculations, specifications, product data, samples, manuals, spare parts, photographs, schedules, or similar items required to be submitted to the Engineer by the Contract Documents. These submittals shall be approved by the Engineer before any work involving these submittals is performed. No change shall be made by the Contractor to any submittal after it has been approved by the Engineer. Submittals shall contain all required detailed information at a reasonable scale with enough views to clearly show the work to be done or the item to be furnished, and shall be properly checked.

It is expressly understood, however, that approval of the Contractor's submittals shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. The contractor shall be solely responsible for agreement and conformity of submittals with the Contract Drawings and Specifications.

The number of materials submittals to be turned in shall be the number the contractor requires returned, plus two to be retained by the City. The copies will be returned to the Contractor marked, "No Exceptions Noted," "Make Corrections Noted and Resubmit Final File Copy," "Rejected," "Revise and Resubmit," or "Submit Specified Items," within 10 days after receipt. The contractor shall make any necessary corrections and revisions to returned submittals and shall resubmit the submittals within 10 days after receipt. The Contractor is responsible for furnishing submittals in sufficient time for approval action, including resubmittal, without delaying construction.

5.3.19. SUBCONTRACTING

Attention is directed to the provisions in Sections 2-1.10, "Subcontractor List," and 5-1.13, "Subcontracting," of the Standard Specifications and these special provisions:

In accordance with the requirements of Section 4100 to 4113, inclusive of the Public Contract Code, each bidder shall list in his Proposal the name of each subcontractor, the location of his place of business and the portion of the work to be done by him. Only one subcontractor shall be listed for each portion of the work as defined by the bidder. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, (or specified more than one subcontractor for the same portion of the work), it shall be understood that the bidder is qualified to

and will perform such work without subcontracting the same. A sheet for listing the subcontractors, as required, is in the proposal.

5.3.20. SERVICES DURING AN EMERGENCY

The contractor shall be obligated to assist the City in the event of an emergency condition as determined by the Owner in accordance with the requirements of this section.

The contractor shall make available to the Owner all mobilized equipment and personnel active on the project and shall provide supervision of such personnel under the direction of the Owner in order to perform required work to respond to an emergency condition.

The contractor shall be compensated for such assistance in accordance with Section 5.4.8.c of these specifications.

5.3.21. INSPECTION

Inspection shall conform to the provisions in Section 5-1.01, "General," of the Standard Specifications and these Special Provisions.

The work shall be subject to inspection at all times by Caltrans or the Federal Highway Administration (FHWA).

All overtime work performed shall be subject to charges for any additional inspection costs incurred by the City of Brisbane. Such charges will be made for all work performed on Saturdays, Sundays, trade union holidays and on weekdays before 8:00 a.m. or after 5:00 p.m.

5.3.22. FINAL CLEANUP

Final cleanup shall conform to the provisions of Section 22, "Finishing Roadway," of the Standard Specifications and these special provisions.

Before final inspection the Contractor shall clean the premises, and unless otherwise specified, remove all rubbish, excess materials, falsework, temporary structures, and equipment. All parts of the work shall be left in a neat and presentable condition to the satisfaction of the Engineer.

5.4. TERMINATION OF OR CHANGES IN CONTRACT; CLAIMS

5.4.1. TERMINATION OF CONTROL

Section 8-1.13, "Contractor's Control Termination," of the Standard Specifications is amended to add the following:

Notice of taking over the work or parts of the work by the City of Brisbane will be served upon the Contractor in writing. Should he neglect or refuse to provide means for satisfactory compliance with the contract as directed by the Engineer within the time specified in such notice, the City Council or other designated representative of the City of Brisbane, in any such case, shall have the power to suspend the operation of the contract.

Upon receiving notice of such suspension, the Contractor shall discontinue said work or said parts of it as the City Council or other designated representative may designate.

Upon such suspension the Contractor's control shall terminate, and thereupon the City Council, or its duly authorized representative, may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises and use the same for the purpose of completing said contract or parts thereof, and hire such force and buy or rent such additional machinery or tools, appliances, equipment, and buy such additional material and supplies at the Contractor's expense as may be necessary

for the proper conduct of the work, and for the completion thereof; or may employ other parties to continue the contract to completion, employ the necessary workmen, substitution of the machinery or materials, and purchase the materials contracted for in such a manner as the City may deem proper. The City Council or other designated representative may annul and cancel the contract and re-let the work or any part thereof. Any excessive cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties who will be liable therefore.

In the event of such suspension, all moneys due the Contractor that have been retained in the terms of this contract shall be forfeited to the City of Brisbane, but such forfeiture will not release the Contractor or his sureties from liability or failure to fulfill the contract.

The Contractor and his sureties will be credited with the amount of money so forfeited or any excess or cost over and above the contract price arising from suspension of the operations of the contract, and the completion of the work by the City of Brisbane, as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

5.4.2. DIFFERING SITE CONDITIONS

Attention is directed to the provisions in Section 4-1.06, "Differing Site Conditions," of the Standard Specifications and these special provisions.

During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor shall promptly notify the Engineer in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time requirement for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

Any contract adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

5.4.3. REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If such suspension delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor will be compensated for such delay as provided in Section 8-1.07, "Delays," of the Standard Specifications.

The City or State reserves the right to use other forces for exploratory work to identify and determine the extent of such material for removing hazardous material from such area.

5.4.4. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER

Attention is directed to the provisions in Section 8-1.06, "Suspensions," of the Standard Specifications.

If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

5.4.5. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

The term "significant change" shall be construed to apply only to the following circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

5.4.6. TERMINATION OF CONTRACT

The City of Brisbane may terminate the contract at any time upon a determination by the City Council or other designated representative that the same is in the best interests of the City. Upon such termination, the rights, duties and obligations of the parties shall be as stated in Section 8-1.14, "Contract Termination," of the State Specifications, wherein the words "Director" and "Engineer" shall mean the Engineer, and the words "State" and "Department" shall mean the City of Brisbane.

5.4.7. CHANGE ORDER BY THE ENGINEER

Change order by the Engineer shall conform to Section 4-1.05, "Changes and Extra Work," of the Standard Specifications and these special provisions.

5.4.8. CHANGE IN CONTRACT PRICE

A. The contract price constitutes the total compensation payable to the Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor to perform the work shall be at the Contractor's expense without change in the contract price.

B. The contract price may only be changed by change order. Any request for an increase in the contract price shall be based on written notice delivered by the Contractor to the Engineer promptly, but in no event later than 5 days after the date of the occurrence of the event giving rise to the request, and stating the general nature of the request, the amount of the request, and including supporting data. The request shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the contract price will be valid if not submitted in accordance with the requirements of this Article.

C. The value of any work covered by a change order or of any request for an increase or decrease in the contract price shall be determined in one of the following ways:

1. Where the work involved is covered by unit price contained in the Contract documents, by application of unit price to the quantities of the items involved; or
2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.5.3; or
3. On the basis of the cost of work plus a Contractor's fee for overhead and profit (both determined as provided in Article 5.5.1.).

5.4.9. CHANGE OF CONTRACT TIME

A. The contract time may only be changed by a change order. Any request for an extension of the contract time shall be based on written notice delivered by the Contractor to the Engineer promptly, but in no event later than 5 days after the date of the occurrence of the event giving rise to the request and stating the general nature of the request, the extent of the request, and including supporting data. The request shall be accompanied by the Contractor's written statement that the adjustment requested is the entire adjustment to which the Contractor has reason to believe he or she is entitled as a result of the occurrence of said event. No request for an adjustment in the contract time will be valid if not submitted in accordance with the requirements of this Article.

The contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules required in the Special Provisions. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when City-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently. The contractor will be notified if the Engineer determines that a time extension is not justified.

B. The contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting immediately therefrom which impact a controlling item of work as determined by the Engineer. Such delays shall include:

1. Changes.
2. Failure of the City of Brisbane to furnish access, right of way, completed facilities of related projects, drawings, materials, equipment, or services for which the City is responsible.
3. Survey error if the surveying work is performed by the City.
4. Suspension of work pursuant to Section 5.4.6 "Termination of Contract" of these special provisions.
5. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, and excusable inclement weather. An "act of God" means an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the preceding 3-year period or as provided for in the Special Provisions.
6. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

5.4.10. PROTESTS

If the Contractor considers any work demanded to be outside of the requirements of the Contract, or considers any record or ruling or act or omission of the Engineer to be unfair, the Contractor shall immediately, upon such work being demanded, or such record or ruling being made, ask in writing for written instructions or decisions, whereupon the Contractor shall proceed without delay to perform the work or to conform to the record or ruling and, within 15 days after date of receipt of the written instructions or decisions, shall file a written protest with the Engineer stating clearly and in detail the basis of the protest. Except for such protests as are made of record in the manner herein specified and within the time limit stated, the records, rulings, instructions, decisions, and acts or omissions of the Engineer shall be final and conclusive. Instructions and decisions of the Engineer contained in letters transmitting drawings to the Contractor shall be considered as written instructions and decisions subject to protest as herein provided.

5.4.11. CLAIMS

Section 9-1.22, "Arbitration," of the Standard Specifications is deleted and the following is substituted therefore:

Attention is directed to the provisions of Government Code Sections 900 to 915.4 inclusive, concerning the procedures to be followed when filing claims against the City of Brisbane. All claims shall be filed with the City Clerk. Forms specifying the information to be contained in claims against the City of Brisbane may be obtained from the City Clerk of the City of Brisbane.

5.4.12 PUBLIC CONTRACT CODE (PCC) SECTION 9204 SUMMARY

Claims submitted between 01-01-2020 and 01-01-2027.

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2020 and January 1, 2027 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

- a. For the purposes of this section, the term “Claim”, “Contractor”, “mediation”, “Public Entity” “Public works project” and “Subcontractor” shall have the meaning provided for in PCC Section 9204.
- b. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.
- c. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.
- d. If the City needs approval from the City Council or other designated representative to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).
- e. If the City fails to timely respond to a Claim or if Contractor disputes the City’s response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.
- f. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.
- g. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.
- h. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.
- i. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2027.

5.5. PAYMENT

5.5.1. FORCE ACCOUNT PAYMENTS

Force account payments shall conform to Section 9-1.04, “Force Account” of the Standard Specifications and these special provisions.

5.5.2. RELIEF FROM MAINTENANCE AND RESPONSIBILITY

The Contractor may be relieved of the duty of maintenance and protection in accordance with the provisions in Section 5-1.38, "Maintenance and Protection Relief," of the Standard Specifications.

5.5.3. ACCEPTANCE OF CONTRACT

Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications is amended to read:

When the Engineer has made the final inspection as provided in Section 5.3.23, "Inspection," and determined that the contract work has been completed in all respects in accordance with the Plans and Specifications, he shall recommend acceptance to the City Council or other designated representative of the City of Brisbane, and recommend the filing of a "Certificate of Completion" by the City Clerk. Immediately upon and after such acceptance by the City, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and he will not be required to perform any further work thereon; and the Contractor shall be relieved of his responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the City of Brisbane, except as otherwise provided under the terms of the contract.

5.5.4. PAYMENT

Attention is directed to the provisions of Section 9-1.16, "Progress Payments," and Section 9-1.17, "Payment after Contract Acceptance," of the Standard Specifications and these special provisions.

For purposes of making partial payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications, the amount set forth for the contract item or work shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes. The retention amount in Section 9-1.16, "Progress Payments" shall at no time exceed 5%.

Pursuant to Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said items, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated into the work.

5.5.5. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Attention is directed to the provisions of Section 9-1.16E, "Withholds," of the Standard Specifications and these special provisions.

Pursuant to the Government Code of the State of California, commencing with Section 4590 of Chapter 13, Division 5, Title I: securities may be substituted for any moneys withheld from payments. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Brisbane or with a state or federally chartered bank as the escrow agent who will make payment of funds withheld. Upon satisfactory completion of the contract, the securities will be returned to the Contractor.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California or bank or savings and loan certificate of deposit.

The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this provision shall include the following provisions:

- (1) the amount and value of securities to be deposited;
- (2) the providing of powers of attorney or other documents necessary for the transfer of securities to be deposited;
- (3) the terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor; and
- (4) the termination of the escrow upon completion of the contract.

The Contractor shall obtain the written consent of the surety to such agreement.

5.5.6. FINAL PAYMENT

Attention is directed to the provisions of Section 9-1.17, "Payment After Contract Acceptance," Section 9-1.17B, "Payment Before Final Estimate," and Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications and these special provisions:

A. Section 9-1.17B, "Payment Before Final Estimate," is deleted.

B. Section 9-1.17D, "Final Payment and Claims," is amended to add the following: Final payment shall not be due until thirty-five (35) days after the Notice of Completion has been recorded.

5.5.7. PAYMENT OF TAXES

Except as otherwise specifically provided in these Special Provisions, the contract price shall include full compensation for all current and future taxes which the Contractor is required to pay, whether imposed by Federal, State, or local government, and no tax exemption certificate or any other document designed to exempt the Contractor from payment of tax will be furnished to the Contractor by the City.

SECTION 6. RESERVED
This Section Intentionally Left Blank

SECTION 7. PERMITS AND LICENSES AND PUBLIC UTILITY COORDINATION

7.1. PERMITS AND LICENSES

Procurement of permits and licenses shall conform to the requirements of Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these special provisions.

The Contractor shall obtain all permits required by the City of Brisbane to do the work. The Contractor and all subcontractors shall obtain and pay all fees for a City of Brisbane Business License prior to starting work and shall maintain same at all times during the life of the Contract.

7.2. PUBLIC UTILITY COORDINATION, MATERIALS, INSTALLATION AND RELOCATIONS

It shall be the Contractor's responsibility to coordinate all the work of utility research, mark-out, relocation and adjustment to finish grade including all work to be done by the owners of the public utilities involved.

Contractor shall notify U.S.A. Underground two working days (48 hours) prior to starting work.

All relocations of apparent or discovered utility lines in conflict with the Contractor's work (e.g., Pac Bell, TCI, SFWD, PG&E, etc.) shall be accomplished by the forces of the appropriate utilities, except as noted. Work shall be performed in a manner that will not result in the shutoff of power by PG&E. The Contractor shall notify the appropriate utility company at least 48 hours in advance of working in the vicinity of any utilities in the project area.

The Contractor shall assume full responsibility for the location of all existing utilities prior to the commencement of any construction activity (e.g., excavation, clearing, grubbing, and trenching) which may damage any existing utilities.

Except as otherwise noted specifically on the Plans, the Contractor shall protect from damage all presently existing or newly installed utilities, including all above or below ground utilities, pipelines, whether pressurized or gravity flow, and signalization or street lighting conduit systems. Any and all damage resulting directly or indirectly from the operations or actions of the Contractor or his forces shall be repaired to its original condition, or better, at the Contractor's sole expense in accordance with these Special Provisions and the Standard Specifications.

Full compensation for conforming to the provisions of this section, including research, coordination, protection, furnishing plans and locating all existing underground and above ground utilities, and their protection shall be considered included in prices paid for the various contract items of work and no additional compensation will be allowed therefor.

SECTION 8. MATERIALS & SUBMITTALS

8.1. GENERAL

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these special provisions:

Except as provided under "City-Furnished Materials" of these special provisions, all materials required to complete the work under this contract shall be furnished by the Contractor.

8.2. CITY-FURNISHED MATERIALS

Attention is directed to Section 6-2.03, "Department-Furnished Materials," of the Standard Specifications and these special provisions.

The City will furnish water connection and supply. A deposit is required from the Contractor for a hydrant meter.

8.3. SUBMITTALS TO BE FURNISHED BY THE CONTRACTOR

The tables listed in the Specifications shall be supplemented by the Contractor with such submittals as may be required for the prosecution of the work and approval of equipment. Submittals may include calculations, specifications, product data, samples, manuals, spare parts, photographs, schedules, or similar items required to be submitted to the Engineer by the Contract Documents. These submittals shall be approved by the Engineer before any work involving these submittals is performed. No change shall be made by the Contractor to any submittal after it has been approved by the Engineer. Submittals shall contain all required detailed information at a reasonable scale with enough views to clearly show the work to be done or the item to be furnished, and shall be properly checked.

It is expressly understood, however, that approval of the Contractor's submittals shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. The contractor shall be solely responsible for agreement and conformity of submittals with the Contract Drawings and Specifications.

The number of materials submittals to be turned in shall be the number the contractor requires returned, plus two to be retained by the City. The copies will be returned to the Contractor marked, "No Exceptions Noted," "Make Corrections Noted and Resubmit Final File Copy," "Rejected," "Revise and Resubmit," or "Submit Specified Items," within 10 days after receipt. The contractor shall make any necessary corrections and revisions to returned submittals and shall resubmit the submittals within 10 days after receipt. The Contractor is responsible for furnishing submittals in sufficient time for approval action, including resubmittal, without delaying construction.

8.4. MATERIAL SUBMITTAL LIST

The materials proposed by the contractor to be used on this contract shall be submitted for approval by the Engineer within 10 calendar days after the execution of the contract.

The list supplied is intended to be comprehensive but no claim for its completeness is implied and submittals of the completed list will not relieve the Contractor of supplying all information needed or of complying with any of the other requirements of the specifications. Revised lists may be issued and items may be added or deleted to the list supplied.

Manufacturer's cut sheets, specifications, and shop drawings shall be supplied along with the submittal list for all applicable products on the list, and shall be in conformance with the following requirements:

(1) Shop Drawings -- Shop drawings are drawings, diagrams, schedules and other data specially prepared in accordance with these special provisions for the work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work.

Contractor shall identify details on Shop Drawings by reference to sheet and detail numbers of Contract Drawings and/or specific reference to Sections and Paragraphs of the Specifications.

(2) Product Data -- Product Data are illustrations, test results, mill certification, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

Contractor shall identify each item or package of Product Data by reference to sheet and detail numbers of Contract Drawings and/or specific reference to Sections and Paragraphs of the Specifications.

Manufacturer's catalog cut sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data shall:

- a. Have each copy clearly marked to identify pertinent materials, products, models, finish, etc.
- b. Show clearly all standard options included.
- c. Show dimensions and clearances required.
- d. Show performance characteristics and capacities.

Where Product Data, as submitted, contains extraneous information, unmarked options or is incomplete, it shall be returned to the Contractor without review.

(3) Samples -- Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work will be judged.

Samples shall be tagged or otherwise clearly identified as to pertinent information illustrated and specific relationship to the work, and shall show the name and address of the subcontractor or agency submitting them, the date, and the name of the work for which they are intended. Sample submittals shall include results of tests run by the Contractor or suppliers which support acceptability of the material.

Unless the Engineer determines that Samples must be retained for reference purposes, Samples will be returned when so requested by the Contractor. No Sample shall be incorporated into the work unless specific approval is given by the Engineer.

Charges for submission of Samples and for their return shall be borne by the Contractor.

(4) Submission Requirements -- Contractor shall make submittals promptly and in such sequence as to cause no delay in the work or in the work of any other contractor.

(5) Number of Submittals Required --

- a. Shop Drawings: Submit the number of copies which the Contractor requires, plus (3) copies which will be retained by the Engineer.
- b. Product Data: Submit the number of copies which the Contractor requires, plus three (3) which will be retained by the Engineer.
- c. Samples: Submit the number stated in each Specification Section.

(6) Submittals Shall Contain --

- a. The date of submission and the dates of any previous submissions.

- b. The project title and number.
- c. Contractor identification.
- d. The names of:
 - 1. Contractor
 - 2. Supplier
 - 3. Manufacturer
- e. Specifications Section number and Bid Item or Items pertaining to the item.
- f. Field dimensions, clearly identified as such.
- g. Relation to adjacent or critical features of the work or materials.
- h. Applicable standards, such as ASTM, Federal, or City Specification numbers. Certified Test Results indicating performance of materials/products with regard to Specifications requirements.
- i. Identification of deviation from Contract Documents. All substitutions or deviations from the contract requirements must be clearly identified in the submittal.
- j. Identification of revisions or resubmittals.
- k. An 8" x 3" blank space for contractor and Engineer stamps.
 - l. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the work and of contract documents.

The General Contractor shall be required to review and approve all submittals and provide them stamped and signed as evidence thereof, prior to submitting them to the Engineer for review. Submittals which are not stamped and signed by the General Contractor will be rejected.

The Contractor shall submit all lists, drawings, data and specifications sufficiently in advance of construction, to permit no less than 10 calendar days for review and appropriate action by the Engineer.

(7) Resubmission Requirements -- Make all corrections or changes in the submittals required by the Engineer and resubmit.

For Shop Drawings and Product Data:

- a. Revise initial drawings or data, and resubmit as specified for the initial submittal.
- b. Indicate any changes which have been made other than those requested by the Engineer.

Samples: Submit new Samples as required for initial submittal.

(8) Payment -- The preparation of the plans, drawings, and necessary documents shall be considered as included in the price paid for the various contract items of work and no additional compensation will be made therefor.

PROJECT: 2021 SLURRY SEAL PROJECT

**FILE NO.
Sheet 1**

Bid Item No.	Spec. Sect. No.	Description	Manufacturer/Producer	Approval		ENGINEERING REVIEW Subject to:		
				Yes	No	Testing & Inspection	Cert. Of Compliance	Comments
N/A	5.1.1	Construction Schedule		X				
N/A	5.1.5	Cost Breakdown		X				
N/A	10.1.4	Construction Area Traffic Control Plan		X				
N/A	10.1.5	Public Notification		X				
1	10.3	Slurry Seal Mix		X		X	X	
4, 6	10.4.2	Pavement Markers		X			X	
3-8	10.4.3	Thermoplastic Stripes & Markings		X			X	
N/A	11	Water Pollution Control Plan		X				

Remarks: _____

SECTION 9. DESCRIPTION OF WORK

As shown in the 2021 Slurry Seal Project plans and required by these specifications and special provisions, this project includes, but is not limited to, furnishing all labor, materials and equipment necessary for:

- ◆ Slurry Seal of various street sections of asphalt in the City of Brisbane. The work includes but is not limited to all prepping, striping, street sweeping, and traffic control.

The project is to be performed in accordance with and as described and provided in the Plans and Specifications therefore and the proposed form of contract thereof, all of which are on file in the Office of the Director of Public Works and the City Clerk of the said City, and to which special reference is hereby made and which are made a part hereof.

SECTION 10. CONSTRUCTION DETAILS

10.1. GENERAL

10.1.1. ORDER OF WORK

When required by the special provisions or plans, the Contractor shall follow the sequence of operations as set forth therein.

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

10.1.2. MOBILIZATION

Attention is directed to Section 9-1.16, "Progress Payments," of the Standard Specifications and these special provisions.

When the contract does not include a contract pay item for mobilization as above specified, full compensation for any necessary mobilization required shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

10.1.3. CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with provisions in Section 12-3.11, "Construction Area Signs," of the Standard Specifications and these special provisions.

Full compensation for construction area signs shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

10.1.4. MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section entitled "Public Safety," specified elsewhere in these special provisions.

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

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (ROAD WORK AHEAD) or C24 (SHOULDER WORK AHEAD) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

Section 12-1.04 of the Standard Specifications is amended as follows: The Contractor shall pay fully the cost of furnishing all flaggers, including transporting flagmen to provide for passage of public traffic.

Contractor shall make provisions for emergency vehicle access during closures. Lane closures on Bayshore Blvd will be allowed between Monday and Friday from 9 am to 4 pm. Lane closures on other streets will be allowed between Monday and Friday from 8 am to 5 pm. The Contractor will be required to maintain one ten-foot traffic lane open at any time construction operations are in progress. Any exception to this provision shall require written approval from the Engineer. Cones, signing, and flagging shall conform to the requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

Pedestrians and cyclists shall be provided safe access during the entire length of the contract. Cyclists shall be allowed to share the full travel lane with motor vehicles. Signs that indicate full use of the travel lane by cyclists and direct motorists and cyclists to share the road shall be placed in the work zone where existing bicycle facilities are present and in advance of lane closures. Signs are not required where existing bicycle facilities will not be impacted by the work.

The Contractor shall submit a construction area traffic control plan for approval by the Engineer at least 7 days before the commencement of any work, including the location and type of advance warning signs and detour routes, as required.

During the progress of work, when so directed by the Engineer, the Contractor shall submit supplemental traffic control plans. Said supplemental plans shall be approved by the Engineer before the affected item of work is begun. Traffic control plans shall show the placement of all signs, barricades, delineators and other traffic control devices required by the Contractor's operation.

The Contractor shall furnish, erect and maintain all construction area traffic control devices within the project and at all public road entrances to the project. All traffic control devices shall be in accordance with the latest edition of the MUTCD and the Caltrans Standard Plans and supplemented by the Work Area Traffic Control Handbook (Building News).

Any deviation in traffic control from the references mentioned above shall not be allowed unless the Engineer grants advance written approval.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for maintaining traffic, including construction area traffic control plan(s) as specified in the Standard Specifications and these special provisions, and as directed by the Engineer, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

10.1.5. PUBLIC NOTIFICATION

The Contractor shall be responsible for the posting of construction warning signs before and during performance of the work, as well as the removal of same after completion of the work. At least one week prior to commencement of work, the contractor shall provide temporary advance warning signs such as sign panels or changeable message signs at the limits of the work to notify drivers, bicyclists, and pedestrians of the upcoming project and potential delays. This shall include temporary "No Parking" signs provided by the City placed at 100-foot intervals on the streets on which work is to be done and posted 72 hours in advance of the work.

Each resident, business, or school within the project limits shall be provided with written, hand-delivered notification one week in advance of construction and again 24 hours before construction begins.

The City of Brisbane will assume the responsibility to tow illegally parked vehicles that interfere with the Contractor's operations so long as the "No Parking" signs are properly posted at the site.

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

10.1.6. WATERING

Watering shall conform to the provisions in Section 10-6, "Watering," of the Standard Specifications.

10.2. EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provision in Section 15, "Existing Facilities," of the Standard Specifications and these special provisions.

Except as otherwise provided by damaged materials in Section 15-1.03, "Construction," of the Standard Specifications, the material to be salvaged shall remain the property of the City, and shall be cleaned, packaged, bundled, tagged and hauled to the Corporation Yard at the intersection of Tunnel Avenue and Lagoon Road. The Contractor shall notify the Engineer and the Public Works Supervisor at 415/508-2130 a minimum of 48 hours prior to hauling salvaged material to the Corporation Yard.

10.2.1. CLEARING & GRUBBING

Clearing and grubbing shall conform to the requirements in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

All shade and ornamental trees shall be preserved unless otherwise designated on the plans or marked for removal.

Plants and lawn in front of residences shall be preserved adjacent to new shoulder construction where natural ground surface and finished grade are compatible, unless otherwise designated on the plans, and as directed by the Engineer.

Tree trimming will be required only where it is necessary to clear construction equipment unless otherwise shown on the plans.

Existing tree stumps inside limits of work shall be removed to a point of one foot (1.0') below finished grade, unless otherwise shown on plans. Tree roots that interfere with construction shall be cut off in a workmanlike manner.

Grass and weeds may be thoroughly incorporated with the native soil by disking or other means. Materials containing grass and weeds shall be used outside the paved portion of the roadway only.

All pavement surfaces and cracks within the construction area shall be free of weeds, grass and other vegetation before any surface treatments may be applied.

Burning will be permitted when done in conformance with "Air Pollution Control," of the general provisions.

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

10.3. SLURRY SEAL

10.3.1. SCOPE AND DESCRIPTION

The work to be performed consists of, but is not limited to, furnishing all materials for placing a slurry seal. The slurry seal shall consist of a mixture of a polymer modified asphalt emulsion, mineral aggregate, water and mineral filler and/or specified mixing additives if required by the mix design. The materials shall be proportioned, mixed and uniformly spread over a properly prepared surface as directed by the plans and the Engineer. The slurry seal shall conform to the most recent version of Section 37-3 of the Standard Specifications of the California Department of Transportation except where specified otherwise in these provisions.

The aggregate for slurry seal shall be Type II.

The completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a friction resistant surface texture throughout its service life. The work shall include furnishing all surface preparation and include installing any striping/pavement markings on the streets shown on the Project Plans.

10.3.2. CONTRACTOR EXPERIENCE

The contractor or subcontractor shall be experienced with slurry seal. Refer to Section 2.9 of this document for further requirements.

10.3.3. PRE-CONSTRUCTION MEETING

At the pre-construction meeting the contractor shall present a written schedule for the work listing dates on which streets, roadways or other locations that will affect traffic. In addition, issues regarding safety, traffic control and access by public services shall be discussed.

The contractor shall present samples of materials, laboratory reports and calibration reports as required by these specifications during the pre-construction meeting.

10.3.4. SLURRY SEAL APPLICATION

The slurry seal shall consist of a mixture of a polymer modified asphalt emulsion, mineral aggregate and water and shall include mineral fillers, and/or mixing additives as indicated by the mix design. The materials shall be proportioned, mixed and uniformly spread over a properly prepared surface as directed by the plans and the Engineer. The slurry seal shall conform to the requirements of Section 37-3 of the Standard Specifications except where specified otherwise in these provisions. The completed slurry seal shall leave a homogeneous mat, adhere firmly to the prepared surface, and have a friction resistant surface texture throughout its service life.

10.3.5. MATERIALS

Materials for Type II slurry seal shall conform to the provisions in Section 37-3.02, "Materials" of the Standard Specifications and these provisions.

10.3.5.1. POLYMER MODIFIED ASPHALT EMULSION

Polymer modified asphalt emulsion shall conform to the requirements of Section 37-3.02B(3), "Polymer Modified Asphaltic Emulsions," of the Standard Specifications and these special provisions. The emulsified asphalt shall be designated as grade PMCQS1h containing a minimum of 2.5% polymer solids based on the asphalt weight. The polymer within the asphalt emulsion shall be, at the option of the contractor, either neoprene polymer or butadiene and styrene copolymer. The addition of latex to the emulsion after emulsion manufacturing is prohibited. Each load of polymer modified asphalt emulsion shall have a certificate on the supplier's letterhead stating the resultant values of each required property test per the Standard Specifications.

10.3.5.2. MINERAL AGGREGATE

Aggregate shall conform to Section 37-3.02B(4), "Aggregate," of the Standard Specifications and these special provisions. The aggregate shall be manufactured crushed stone such as granite, slag, limestone, chat, or other high quality aggregate, or combination thereof. To assure the material is totally crushed, 100% of the parent aggregate shall be larger than the largest stone in the gradation to be used.

After the target gradation has been submitted and identified in the mix design, the percent passing the 75 um (#200) sieve in the stockpile shall not vary by more than 2% from the same size identified in the mix design gradation. If the deviation of the passing 75 um sieve is greater than 2%, a new mix design may be required.

10.3.5.3. MINERAL FILLER

Mineral Filler shall be either Portland Cement, hydrated lime, limestone dust, fly ash or other approved filler meeting the requirements of ASTM D242 and shall be used if identified and required by the mix design. The mineral filler shall be considered as part of the aggregate in calculations regarding slurry seal asphalt content.

10.3.5.4. WATER

The water added to the slurry seal shall be potable and be free of harmful salts and contaminates.

10.3.5.5. ADDITIVES

Additives may be used to accelerate or retard the mixing and setting characteristics of the slurry seal, or improve the resulting finished surface. The use of additives in the slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments if required. If the use of additive during application requires a greater than + or - 1.0% deviation from the recommendations of the mix design, a new mix design may be required to verify system performance at higher or lower additive levels.

10.3.6. MIX DESIGN

The mix design shall conform to the provisions for slurry seal in Section 37-3.02, "Slurry Seals," of the Standard Specifications and these provisions.

During the pre-construction meeting defined in 10.5.3 of these provisions the contractor shall submit a signed mix design covering the specific materials to be used on the project. Compatibility of the aggregate, emulsion, mineral filler, and other additives shall be verified by the mix design. The mix design shall be made with the same aggregate source and the same asphalt emulsion grade and source that the contractor shall provide for the project.

The mix design shall be performed and dated within the same calendar year as the application of slurry seal. This mix design testing shall be performed by a laboratory capable of performing all asphalt emulsion, aggregate and slurry seal design tests listed in these provisions.

After the mix design has been approved, no substitution or changes of materials shall be permitted, unless approved by the Engineer. A new mix design will be required of any material substitution or change before slurry seal can be applied.

The slurry seal mix design, including the percentage of asphaltic emulsion, must comply with the requirements shown in Section 37-3.02B(5), "Slurry Seal Mix Design," of the Standard Specifications. The Wet Track Abrasion test is used to determine the minimum asphalt content.

The percentages of each individual material required shall be shown in the laboratory report. The report shall clearly show the proportions of aggregate, filler (minimum and maximum), water (minimum and maximum), asphalt solids content based on the dry weight of aggregate and set-control agent usage. Adjustments may be required during the construction, based on the field conditions. The Engineer shall give final approval for all such adjustments.

The Engineer shall approve the mix design and all slurry seal materials and methods prior to use.

The contractor shall submit samples from all suppliers furnishing a minimum of the following materials with corresponding MSDS sheets. Each sample shall be clearly labeled as to its contents, the related project name and job number.

- 1) One quart of asphalt emulsion
- 2) 50 pounds of slurry seal aggregate

10.3.7. PROPORTIONING

Proportioning shall conform to the provisions in Section 37-3.02C(2), "Proportioning," of the Standard Specifications and these provisions.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be readily determinable. The emulsion shall be proportioned by a positive displacement pump. Any variable rate emulsion pump, if used, shall be equipped with a means to seal the adjusting unit in its calibrated condition.

The delivery rate of aggregate and emulsion per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project. The calibration shall demonstrate that delivery rates of dry aggregate and emulsion residue are within the recommended percentages stated in the laboratory mix design. The Contractor shall provide written calibration documentation performed within the current calendar year for each application truck to be used on the project.

10.3.8. MIXING AND SPREADING EQUIPMENT

Mixing and spreading equipment shall conform to the provisions in Section 37-3.01C(3), "Mixing and Spreading Equipment," of the Standard Specifications and these provisions. A minimum of two slurry seal machines shall be on the job and in good operating condition at all times.

10.3.9. PLACEMENT

Placement of slurry seal shall conform to the provisions in Section 37-3.02C(4), "Placement," of the Standard Specifications and these provisions.

The contractor will present all weight tickets for asphalt emulsion and aggregate to indicate material sources and total project weight to determine materials proportioning and application rate.

Slurry seal shall not be placed in the rumble strips or bike lanes on Bayshore Blvd.

Utility covers, manholes, and other permanent fixtures shall be protected from coverage by the slurry seal and referenced for prompt location and cleaning following application. The contractor shall be responsible for locating, removing, and cleaning protection from the above items following the slurry seal operations. The methods of protection and referencing, locating and cleaning shall be submitted by the contractor and shall be subject to approval by the Engineer. Slurry seal shall not be placed over any vegetation. All vegetation in gutter edge lines or in distressed area of pavement shall be removed before application can begin. Refer to Section 10.2 of this document for further requirements on Clearing and Grubbing. The Engineer shall approve all surface preparation prior to application of the slurry seal.

Contractor shall not slurry over any road deformations greater than either one (1) foot in diameter or one-tenth (1/10) inch in height, until the Engineer is notified and direction is given to rehabilitate the deformation or to proceed with the slurry seal operation. At the preconstruction meeting, a list of deformations shall be submitted to the Engineer for review.

The joint between the pavement and the PCC gutter shall be sealed with slurry seal and the gutter edge overlapped

by approximately two inches. Edge limits of the slurry on both sides of the street shall be maintained in a neat and uniform line.

The spread rate shall conform to the range for spread rate for Type II slurry seal specified in Section 37.3. The exact rate will be as determined by specific weight of aggregate, the surface demand of the pavement, and the size of the largest particle size of the aggregate. The application rate will produce finished slurry seal as defined in these provisions and Section 37.3.02C(4).

At the end of each day's production, the contractor will provide for the Engineer a report containing the following information:

1. Tons of dry aggregate consumed that day;
2. Tons of asphalt emulsion consumed that day; and
3. Footage and names of streets covered that day.

This report shall be received no later than 10:00 a.m. of the following day.

10.3.10. POST PLACEMENT SWEEPING

Sweeping shall conform to the provisions in Section 37-3.01C(5), "Placement," of the Standard Specifications and these special provisions.

The Contractor shall perform a final post sweep of all slurried pavement surfaces and gutters of loose particles no earlier than two weeks nor later than four weeks after placement of the slurry seal.

10.3.11. MEASUREMENT AND PAYMENT

Measurement and payment for slurry seal shall conform to the provisions in Section 37-3.02D, "Payment" of the Standard Specifications and these provisions.

Slurry seal will be measured by the square yard. Measurement will be determined along the surface of the actual area sealed. The contract unit price paid per square yard for Slurry Seal shall include full compensation for furnishing all labor, materials, tools, mix designs, equipment and incidentals, and for doing all work involved in constructing the slurry seal, complete in place, including cleaning the surface, finishing added water and set-control additives, mixing water with asphaltic emulsion for coating the pavement, all post-placement sweeping, and protecting the seal until it has set, all as shown on the plans, and as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. If cost of asphalt is to increase or decrease by 5% during the performance of work, compensation for price fluctuations will be applied per section 10.3.12.

10.3.12. PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

The provisions of this section shall apply only to the following contract item:

ITEM CODE	ITEM
377501	SLURRY SEAL

Payment adjustments for price index fluctuations shall conform to the requirements of Section 9-1.07, "Payment Adjustments for Price Index Fluctuations," of the Standard Specifications and these special provisions.

The compensation payable for asphalt used in slurry seal will be increased or decreased in conformance with the provisions of this section for asphalt price fluctuations exceeding 5 percent (Iu/Ib is greater than 1.05 or less than 0.95) which occurs during performance of the work.

The California Statewide Crude Oil Price Index is available on the Division of Engineering Services website at:

<http://www.dot.ca.gov/hq/construc/crudeoilindex/>

10.4. SIGNING AND STRIPING

10.4.1. TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3, "Temporary Traffic Control Devices," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as to reduce the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

GENERAL.--Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation and edgeline delineation shall be provided at all times for traveled ways open to public traffic.

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

Temporary pavement markers and removable traffic type tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANELINE AND CENTERLINE DELINEATION.--Whenever lanelines and centerlines are obliterated the minimum laneline and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary reflective raised pavement markers shall be the same color as the laneline or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" as shown in Section 8 of this contract.

Temporary reflective raised pavement markers shall be placed in accordance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary lane line or centerline delineation consisting entirely of temporary reflective raised pavement markers placed on longitudinal intervals of not more than 24 feet, shall be used on lanes opened to public traffic for a maximum of 14 days. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall provide, at his expense, additional temporary pavement delineation. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. C18 "ROAD CONSTRUCTION AHEAD" signs shall be installed from 1,000 feet to 2,000 feet ahead of "no passing" zones. R63 "DO NOT PASS" signs shall be installed at the beginning and at every 2,000 foot interval within "no passing" zones. R64 "PASS WITH CARE" signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones, shall be removed when no longer required for the direction of

public traffic. The signing for "no passing" zones shall conform to the requirements in "Construction Area Signs" of these special provisions, except for payment.

Full compensation for furnishing, placing, maintaining, and removing the temporary reflective raised pavement markers, used for temporary lane line and centerline delineation (including the signing specified for "no passing" zones) for those areas where temporary lane line and centerline delineation are required and for providing equivalent patterns of permanent traffic lines for such areas when required; shall be considered as included in the contract prices paid for the items of work that obliterated the lane line and centerline pavement delineation and no separate payment will be made therefore.

TEMPORARY EDGELINE DELINEATION.--Whenever edge line are obliterated and temporary pavement delineation is required to replace those edge lines, the edgeline delineation to be provided for that area adjacent to lanes open to public traffic shall, at the option of the Contractor, consist of either solid 4-inch wide traffic stripe of the same color as the stripe the temporary edgeline delineation replaces, or shall consist of traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 100 feet.

Four-inch wide traffic stripe placed for temporary edge line delineation, which will require removal, shall conform to the requirements of temporary traffic stripe (tape) specified herein. The quantity of temporary traffic stripe (tape) used for this temporary edge line delineation will not be included in the quantities of tape or paint to be paid for.

The lateral offset for traffic cones, portable delineators or channelizers used for temporary edge line delineation shall be as determined by the Engineer. If traffic cones or portable delineators are used as temporary pavement delineation for edge lines, the Contractor shall provide personnel to check the job site to maintain the cones or delineators during all hours that they are in use.

Channelizers used for temporary edge line delineation shall be surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in the section of these special provisions entitled "Pavement Markers," except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types (36") listed in "Pre-qualified and Tested Signing and Delineation Materials" elsewhere in these special provisions.

Temporary edge line delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing the temporary edgeline delineation for those areas where temporary edgeline delineation is required shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefore.

10.4.2. PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 81-3, "Pavement Markers," of the Standard Specifications and these special provisions.

Certificates of compliance shall be furnished for pavement markers.

When bituminous adhesive is used for pavement marker placement, traffic control during placement operations shall conform to the requirements of "Maintaining Traffic," of these special provisions.

Pavement markers shall be used to replace existing pavement markers. Where markers join existing, the Contractor shall begin and end the transition from the marker pattern into the new marker pattern a sufficient distance to ensure continuity of the pavement markers.

The contract lump sum price paid for Striping shall include full compensation for furnishing all labor and materials, tools, equipment, and incidentals for removing, placing, and maintaining the pavement markers, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.4.3. THERMOPLASTIC TRAFFIC STRIPES & PAVEMENT MARKINGS

Thermoplastic traffic stripes (thermoplastic traffic lines) and pavement markings shall conform to the provisions in Section 84-1, "General," and 84-2, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Thermoplastic striping and pavement markings shall be used to replace existing thermoplastic and painted striping and pavement markings. Where striping and/or markings joins existing, the Contractor shall begin and end the transition from the existing striping and/or marking pattern into the new striping and/or marking pattern a sufficient distance to ensure continuity of the striping pattern.

Contractor is required to submit a template and photos of all existing striping configurations that will be affected by this section, which will be subject to approval by the Engineer. Any work that would obliterate, cover or otherwise remove existing striping shall not be permitted to occur until said submittal is approved by the Engineer.

Cold planing operations shall include effective control of dust so as to minimize potential lead residue generated by removal of yellow thermoplastic striping.

Thermoplastic materials shall comply with State Specification PTH-02SPRAY.

The contract lump sum price paid for Remove Existing Striping shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for grinding and removal of existing traffic stripes, pavement markings, and pavement markers, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per lineal foot for Edgeline (4") shall include full compensation for furnishing all labor and materials, including thermoplastic paint, tools, equipment, and incidentals for placing and maintaining the thermoplastic traffic stripes and parking stall "T" lines, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per lineal foot for Centerline (Detail 22, 6") shall include full compensation for furnishing all labor and materials, including thermoplastic paint, tools, equipment, and incidentals for placing and maintaining the thermoplastic traffic stripes and pavement markers, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per lineal foot for Centerline (Detail 24, 6") shall include full compensation for furnishing all labor and materials, including thermoplastic paint, tools, equipment, and incidentals for placing and maintaining the thermoplastic traffic stripes, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per lineal foot for Channelizing Line (Detail 38B, 8") shall include full compensation for furnishing all labor and materials, including thermoplastic paint, tools, equipment, and incidentals for placing and maintaining the thermoplastic traffic stripes and pavement markers, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per square foot for Limit Line (12") shall include full compensation for furnishing all labor and materials, including thermoplastic paint, tools, equipment, and incidentals for placing and maintaining the thermoplastic crosswalk lines and limit lines, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per square foot for Pavement Marking shall include full compensation for furnishing all labor and materials, including thermoplastic paint, tools, equipment, and incidentals for placing and maintaining the

thermoplastic legends and high visibility crosswalks, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 11. STORMWATER POLLUTION PREVENTION BEST MANAGEMENT PRACTICES

An interim sediment and erosion control plan will be required for work during the rainy season, identified in the Brisbane Municipal Code as October 15 to April 15 per the California Stormwater Best Management Practices Handbook for Construction Activity prepared for the Stormwater Quality Task Force. In addition to the sediment and erosion control plan, normal construction operations shall also conform to the California Stormwater Best Management Practices.

Water Pollution Control Program shall comply with Section 13-2, "Water Pollution Control Program," of the Standard Specifications. The Contractor shall prepare a Water Pollution Control Plan (WPCP) and submit two copies to the Engineer within seven days of Contract approval.

Full compensation for preparation of and implementation of the Best Management Practices and the WPCP shall be considered as included in the contract price paid for the various items of work involved, and no separate payment will be made therefore.