

**SUISUN CITY, CALIFORNIA**  
**DEPARTMENT OF PUBLIC WORKS**

**NOTICE TO CONTRACTORS**  
**SPECIAL PROVISIONS**



**AND CONTRACT DOCUMENTS**

**FOR**

**MERGANSER DRIVE**  
**RECTANGULAR RAPID FLASHING BEACONS PROJECT**

**FOR USE IN CONNECTION WITH CALTRANS STANDARD SPECIFICATIONS  
DATED MAY 2015, CALTRANS STANDARD PLANS DATED MAY 2015, AND  
CITY OF SUISUN CITY STANDARD SPECIFICATIONS AND DETAILS 1996,  
GENERAL PREVAILING WAGE RATES AND LABOR SURCHARGE AND  
EQUIPMENT RENTAL RATES**

**BID OPENING DATE:**  
**2:00 P.M., Thursday, August 3, 2017**

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**City of Suisun City**  
**Department of Public Works**  
**City of Suisun City, CA**  
**(707) 421-7340**

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**SUISUN CITY  
DEPARTMENT OF PUBLIC WORKS**

**NOTICE TO CONTRACTORS**

Sealed proposals will be received by the City Clerk of the City of Suisun City, 701 Civic Center Blvd, Suisun City, CA, 94585 until **2:00 P.M. on Thursday, August 3, 2017**, for work in accordance with the project plans and specifications to which special reference is made, as follows:

**Merganser Drive  
Rectangular Rapid Flashing Beacons Project**

This project is located in Suisun City, specifically at mid-block on Merganser Drive between Sunset Avenue and Wigeon Way. The scope of work includes, but is not limited to, installing two rectangular rapid flashing beacons systems (solar panel, W11-2 pedestrian crossing sign, W16-7p down arrow sign, rectangular rapid flashing beacon unit, push button assembly, steel post and post foundation), removing existing in-roadway light system (pushbutton assembly, post, post foundation, and ten in-roadway lights), and removing two existing signs/post/foundation assemblies.

**This project has an accelerated timeline for the Contractor to perform this contract work. Upon receiving the Notice of Award, the Contractor will have 7-calendar days to return the signed contract with required bonds and insurance documents to the City. The pre-construction meeting is anticipated to be held at the end of said 7-day period, and at that time the Notice to Proceed will be issued to the Contractor. From the issuance of the Notice to Proceed the Contractor will have 15 working days to complete the project, weather permitting.**

The Plans and Specifications are available on the Suisun City website at: [www.Suisun.com](http://www.Suisun.com) or by contacting the Public Works Department at 707-421-7340 or [publicworks@suisun.com](mailto:publicworks@suisun.com). You will need to register your company to download the Plans and Specs.

Plans and specifications may be inspected at the Department of Public Works, 701 Civic Center Blvd., Suisun City, CA 94585, and may be purchased for \$35.00 per set. Mailed requests shall be addressed to the Department of Public Works, City of Suisun City, 701 Civic Center Blvd., Suisun City, CA 94585. A postage and handling fee of \$15.00 shall be added per set of plans and specifications to be mailed. Special arrangements must be made for overnight mail service. Please call the City (707-421-7340) to verify the availability of plans and specifications.

Proposals will be opened and read aloud at 2:00 P.M. at City Hall, on the day specified above.

No pre-bid meeting is scheduled for this project.

**For bonding purposes, the Engineers Estimate is \$15,000.00**

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

Pursuant to the provisions of Section 1770 et seq. of the Labor Code of California, the Director of Industrial Relations for the State of California has ascertained the current general prevailing rate of wages for employer purposes, in Solano County, State of California.

In accordance with the State of California Administrative Code Title 8, Group 3, Article 2, Section 16109, Publication of Prevailing rates by Awarding Bodies, copies of the applicable determinations of the Director are on file at the Public Works Department of the City of Suisun City and may be reviewed upon request. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Department of Industrial Relations for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the county in which the work is to be done has been determined by the Director of the Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled General Prevailing Wage Rates. Future effective wage rates, which have been predetermined and are on file with the Department of Industrial Relations are referenced but not printed in said publication.

The Contractor shall possess a valid Class C-10 State of California contractor's license at the time the contract is awarded.

Bids are required for the entire work described herein. This contract is subject to State contract, nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The successful bidder shall furnish a bid bond, a Faithful Performance Bond, Materials & Labor Bond and, when work is completed, a one –year warranty bond. The Contractor and all sub-contractors shall possess a valid Suisun City business license prior to start of work.

The Contractor shall comply with all Senate Bill 854 (SB 854). Information on the requirements of SB 854 can be found by clicking on the following link: <http://www.dir.ca.gov/public-works/publicworks.html>.

No contractor or subcontractor may perform any work for this project unless they are registered with the California Department of Industrial Relations (DIR). Work performed on this project is subject to compliance monitoring and enforcement by the DIR. The Contractor must post job site compliance with Title 8 California Code of Regulations Section 16451. Also, the Contractor and his subcontractor(s) are required to submit certified payroll records to the Labor Commissioner. Certified Payroll Records must be

submitted online after setting up an online account:  
<https://apps.dir.ca.gov/ecpr/DAS/AltLogin>.

The City of Suisun City reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement.

All proposals shall be valid for a period of sixty (60) days after the bid opening. The City of Suisun City reserves the right to reject any and all bids or to waive any defects or informality in the bidding.

# BIDDER'S BOOK

PROPOSAL  
(DO NOT DETACH)

## **Merganser Drive Rectangular Rapid Flashing Beacons Project**

For the City of Suisun City, Solano County, California.

TO THE HONORABLE CITY COUNCIL  
OF THE CITY OF SUISUN CITY

The work to be done and referred to herein is in the City of Suisun City, State of California, in accordance with the Special Provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto and also in accordance with the Standard Plans, dated May 2015, the Standard Specifications, dated May 2015, the current General Prevailing Wage Rates according to the California Department of Industrial Relations, and the current issue of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates", on file in the office of the California Department of Industrial Relations, (415) 703-4281.

Bids are submitted for the entire work. The total amount of the bid for comparison purposes will be determined on the basis of item price and then the total of individual items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item. The amount of the bid for comparison purposes will be the total Base Bid amount. The City will award the contract based on the Base Bid.

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

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail; provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause or is omitted, or in the case of unit basis items, is the same amount as the entry of the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2. For each bid item the unit price shall be obtained by dividing the amount provided in the "Total" column by the quantity provided in the "Quantity" column.



It is hereby agreed that the undersigned, as bidder, shall furnish a Faithful Performance Bond and a Labor and Materials Bond, each in the amount of one hundred percent (100%) of the total amount of this Proposal, to the City of Suisun City and at no expense to the City, executed by a responsible surety acceptable to said City, in the event that this Proposal is accepted by said Suisun City.

If this Proposal shall be accepted and the undersigned shall fail to contract and to give the bond in the sum to be determined, with surety satisfactory to the Public Works Department of the City of Suisun City, within 7 calendar after the bidder has received notice that the contract has been awarded, the Public Works Department 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 property of the City of Suisun City.

The undersigned, as bidder, declares that he has carefully examined the work, the attached proposed form of contract, and agrees that if this Proposal is accepted that he will contract with the City of Suisun City, in the copy of the form of contract annexed of hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work, and furnish all the materials specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the Engineer as therein set forth, and he will take in full payment thereof the following prices of the materials and work to be done completely installed/constructed to the satisfaction of the City of Suisun City, to-wit:

CONTRACTOR:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State and Zip Code)

By

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

CITY OF SUISUN CITY  
**Merganser Drive Rectangular Rapid Flashing Project**  
**Bid Proposal**

| Item No. | Description   | Unit | Qty. | Unit Price | Total |
|----------|---|------|------|------------|-------|
| 1        | MOBILIZATION  | LS   | 1    |            |       |
| 2        | TRAFFIC CONTROL   | LS   | 1    |            |       |
| 3        | REMOVE PUSHBUTTON/SIGN/SIGN PLATE/POST/POST FOUNDATION ASSEMBLY | EA   | 2    |            |       |
| 4        | REMOVE ROADWAY SIGN/SIGN POST/POST FOUNDATION ASSEMBLY          | EA   | 2    |            |       |
| 5        | REMOVE IN-ROADWAY LIGHTS  | EA   | 10   |            |       |
| 6        | INSTALL RECTANGULAR RAPID FLASHING ASSEMBLY                     | EA   | 2    |            |       |
|          |   |      |      |            |       |
|          | <b>TOTAL BID \$</b>   |      |      |            |       |

**WRITTEN BID AMOUNT:**

\$ \_\_\_\_\_

**Exact quantity shall be determined in the field as directed by the Engineer. Determination of the Low Bidder will be based upon the lowest responsive Base Bid.**

INFORMATION REQUIRED OF BIDDERS

LIST OF SUBCONTRACTORS

The following are the subcontractors we propose to engage on the following items of work.

Any item of work which does not designate a subcontractor will be done by the prime contractor.

| Name & Address | Type of Work |
|----------------|--------------|
|                |              |
|                |              |
|                |              |
|                |              |
|                |              |
|                |              |
|                |              |
|                |              |
|                |              |

Prime Contractor

By:  
Title:

List three projects of this type recently completed.

| Owner's Name and Address | Date Completed | Contract Amount |
|--------------------------|----------------|-----------------|
|                          |                |                 |
|                          |                |                 |
|                          |                |                 |

Person who inspected the site of proposed work for your firm.

Name \_\_\_\_\_

Date of Inspection \_\_\_\_\_

## WITHHELD CONTRACT FUNDS CERTIFICATION

On September 26, 1981, the Governor of California approved Senate Bill No. 835 which requires the inclusion in invitations for public agency bids and in public agency contracts, a provision which will, at the expense of the contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a contract pursuant to the requirements of Public Contract Code Section 10261.

### **Merganser Drive Rectangular Rapid Flashing Beacons Project**

I hereby submit that:

- ( ) I do not intend to substitute securities for monies withheld and thereby avail myself of the process and rights outlined in Senate Bill No. 835.
- ( ) I do intend to exercise my option as specified in Senate Bill No.835 and hereby agree to the following:

1. I will establish an escrow agreement satisfactory to the City with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:

A. The amount of securities to be deposited;

- 1) The type of securities to be deposited, (eligible securities for deposit are described in Government Code Section 16430);
- 2) The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
- 3) The terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract;
- 4) The decrease in value of securities on deposit; and
- 5) The termination of the escrow agreement upon completion of the contract and acceptance by the City.

2. I will obtain written consent of the surety to any such agreement; and

3. I will attach to each progress payment submitted a copy of escrow instructions executed by and notarized by agents thereof and on bank Letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose (with contractors complete and unreserved agreement) without prior written approval by the City of Suisun City with respect to the project hereinabove referenced.

*(Signatures located on next page)*

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Place of Residence

## PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), 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 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 check mark 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 false certification may subject the certifier to criminal prosecution.

## 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 following space.

---

Contractor

NON-COLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

In accordance with Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

CONTRACTOR:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State and Zip Code)

By

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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



**BIDDER'S BOND – CITY OF SUISUN CITY**

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the City of Suisun 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 Suisun City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City of Suisun City, 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 \$\_\_\_\_\_.

THE CONDITION OF THIS OBLIGATION IS SUCH

that whereas the Principal has submitted the above-mentioned bid to the City of Suisun City, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the City of Suisun City, California, on **August 3, 2017 at 2:00 P.M.**

**Merganser Drive Rectangular Rapid Flashing Beacons Project**

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Principal

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Surety

\_\_\_\_\_(Seal)

Address

Note: Signatures of those executing for the surety must be properly acknowledged.

Accompanying this proposal is \_\_\_\_\_(Notice: Insert the words "Cash (\$\_\_\_\_)," "Cashier's Check", "Certified Check", or "Bidder's Bond", as the case may be).,in an amount equal to at least 10 percent of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE:** If the bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licenses in accordance with an act providing for the registration of Contractor's License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_.

By my signature on this proposal I certify, under penalty of perjury, that the foregoing Public Contract Code Sections 10162 Questionnaire and Public Contract Code, Section 10285.1 Statement and the Public Contract Code, Section 7106 Non-collusion affidavit are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code).

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

Sign Here

\_\_\_\_\_  
Signature & Title of Bidder

\_\_\_\_\_  
Signature & Title of Bidder

\_\_\_\_\_  
Signature & Title of Bidder

Official Business Address: \_\_\_\_\_  
Official Place of Business: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

## **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Suisun City, California, hereinafter called "City", and \_\_\_\_\_ hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

### **ARTICLE I**

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City said Contractor agrees with said City to perform, and complete in a workmanlike manner all work required under the City's Drawings and Specifications entitled:

## **Merganser Drive Rectangular Rapid Flashing Beacons Project**

in accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications.

### **ARTICLE II**

For furnishing all said labor, materials, equipment, tools and services, furnishing and completing the project (which includes removing 24" corrugated metal storm drain pipes, asphalt pavement, Class II AB, native soil and headwall; providing traffic control; installing reinforced concrete pipes, flared end section, headwall, rip rap and obstruction marker signs; paving which includes placing a base of Class II aggregate base; and replacing thermoplastic striping), and doing everything required by this Agreement and the said Specifications; also, for all losses and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by City, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by City; and for completing the work in accordance with the requirements of said Drawings and Specifications as directed by the Engineer, City will pay and Contractor shall receive, in full compensation therefore, the price(s) named in the Proposal.

### **ARTICLE III**

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

**ARTICLE IV**

The Notice to Contractors, Special Notice, Special Provisions Book, Bidder's Book including the Proposal, and Information Required of Bidder, along with the Contract Documents and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF SUISUN CITY, CALIFORNIA

By \_\_\_\_\_  
(City Manager)

\_\_\_\_\_  
(City Clerk) (SEAL)

CONTRACTOR

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Contractor,  
and \_\_\_\_\_ as Surety,

are held and firmly bound unto the City of Suisun City, California, hereinafter called "City", in the sum of:

\_\_\_\_\_ dollars,  
(not less than 100% of the contract amount)

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.

WHEREAS, contractor has been awarded and is about to enter into the annexed contract with City to perform all work required under the City's Specifications entitled:

**Merganser Drive Rectangular Rapid Flashing Beacons Project**

NOW, THEREFORE, if Contractor shall perform all the requirements of contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of this contract, shall not in any way release Contractor or Surety thereunder, nor shall any extensions of time granted under the provisions of this contract release either Contractor or Surety, and notice of such alterations or extensions of the contract is hereby waived by Surety.

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

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_(SEAL)\_\_\_\_\_(SEAL)

By \_\_\_\_\_ By \_\_\_\_\_  
(Signature) (Signature)

## LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Contractor,  
and \_\_\_\_\_ as Surety,

are held and firmly bound unto the City of Suisun City, California, hereinafter called "City", in the sum of:

\_\_\_\_\_ dollars, (not less than 100% of the contract amount) 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.

WHEREAS, Contractor has been awarded and is about to enter into the annexed contract with City to perform all work required under the City's Specifications entitled:

### **Merganser Drive Rectangular Rapid Flashing Beacons Project**

NOW, THEREFORE, if Contractor or Subcontractor, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done or for amount due under applicable State Law for any work or labor thereon, Surety will pay for the same in an amount not exceeding the sum specified above. This bond shall inure to the benefit of any persons, companies, or corporations entitled to file claims under applicable State Law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of this contract, shall not in any way release either Contractor or Surety thereunder, nor shall any extensions of time granted under the provisions of this contract release either Contractor or Surety, and notice of such alterations or extensions of the contract is hereby waived by Surety.

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

SIGNED AND SEALED, this \_\_\_\_ day of \_\_\_\_\_, 2017.

|                |              |
|----------------|--------------|
| _____ (SEAL)   | _____ (SEAL) |
| (Contractor)   | (Surety)     |
| _____ By _____ |              |
| (Signature)    | (Signature)  |

INSURER:  
POLICY NUMBER:  
ENDORSEMENT NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Organization

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

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

Modifications to ISO form CG 20 10 11 85:

The insured scheduled above includes the Insured’s officers, officials, employees and volunteers.

This insurance shall be primary as respects the insured shown in the schedule above, or if excess, shall stand in an unbroken chain of coverage excess of the Named Insured’s scheduled underlying primary coverage. In either event, any other insurance maintained by the Insured scheduled above shall be in excess of this insurance and shall not be called upon to contribute with it.

The insurance afforded by this policy shall not be canceled except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the City.

\_\_\_\_\_  
Signature-Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
CG 20 10 11 85 Insurance Services Office Inc. Form (Modified)

IB-6

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the City of [city], whose address is [address] \_\_\_\_\_ herein \_\_\_\_\_ after \_\_\_\_\_ called "City", \_\_\_\_\_,  
Whose address is \_\_\_\_\_ is \_\_\_\_\_,  
hereinafter called "Contractor", and \_\_\_\_\_, whose  
address is \_\_\_\_\_, hereinafter called "Escrow Agent"

For consideration hereinafter set forth, the City, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between the City and Contractor for the project entitled \_\_\_\_\_ in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of \_\_\_\_\_ and shall designate the Contractor as the beneficial owner.
2. The City shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the City makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the escrow agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (4) to (6) inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.



10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of City:

On Behalf of Contractor:

\_\_\_\_\_

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

On behalf of Escrow Agent:

\_\_\_\_\_

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

At the time the Escrow Account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

City:

Contractor:

\_\_\_\_\_

\_\_\_\_\_

## **VERIFICATION OF ADMITTED SURETY FOR REQUIRED BONDS**

All required bonds shall be executed by an admitted surety. Pursuant to California Code of Civil Procedure § 995.311, the City may verify that a bond is issued and executed by an admitted surety by: Printing out the information from the Department of Insurance website at [www.insurance.ca.gov](http://www.insurance.ca.gov) confirming that the surety is an admitted surety insurer and attaching the information to the bond, or by

.

### CONTRACT CHANGE ORDER

|  |  |             |  |           |  |
|--|--|-------------|--|-----------|--|
| <b>CONTRACT CHANGE ORDER NO.</b>   |  | <b>Page</b> |  | <b>OF</b> |  |
| <b>PROJECT:</b>  |  |             |  |           |  |
| <b>TO:</b>   |  |             |  |           |  |
| <b>CONTRACTOR:</b>   |  |             |  |           |  |
| You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract. The work described in this Change Order shall conform to the original Plans and Specifications insofar as the same may apply unless otherwise explicitly modified herein. |  |             |  |           |  |
| <b>NOTE: This change order is not effective until approved by the City Manager.</b>  |  |             |  |           |  |
| <b>Change Requested By:</b>  |  |             |  |           |  |

**I. Description of Change Order:**

**II. Estimated Increase/Decrease:**

|  |           |  |                                |   |  |
|--|-----------|--|--------------------------------|---|--|
| <b>Original Contract</b>   | <b>\$</b> |  | <b>Previous Changes Orders</b> | <b>\$</b>   |  |
| <b>This Change Order</b>   | <b>\$</b> |  | <b>Total Contract to Date</b>  | <b>\$</b>   |  |
| By reason of this change order, the time of completion for all work under this contract will be adjusted as follows: |           |  |                                | <input type="checkbox"/> <b>Calendar Days</b><br><input type="checkbox"/> <b>Working Days</b> |  |

**III. Authorization**

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may be otherwise noted above, and perform all services necessary for the work specified above, and will accept as full payment therefore the prices shown above.

**Contractor:**

Date Accepted:

By:

Title:

**City of Suisun City:**

Prepared By:

Project Manager – Nick Lozano

Date

Director of Public Works Approval:

Director of Public Works – Timothy J. McSorley, P.E.

Date

City Manager Approval:

City Manager- Suzanne Bragdon

Date

# **SPECIAL PROVISIONS**

**Bidders are advised the City of Suisun City is implementing the following:**

**This project has an accelerated timeline for the Contractor to perform this contract work. Upon receiving the Notice of Award, the Contractor will have 7-calendar days to return the signed contract with required bonds and insurance documents to the City. The pre-construction meeting is anticipated to be held at the end of said 7-day period, and at that time the Notice to Proceed will be issued to the Contractor. From the issuance of the Notice to Proceed the Contractor will have 15 working days to complete the project, weather permitting.**

**SUISUN CITY**

**DEPARTMENT OF PUBLIC WORKS**

**Merganser Drive Rectangular Rapid Flashing Beacons Project**

**SECTION 1. SPECIFICATIONS AND PLANS**

**1-1.01 GENERAL:** The work embraced herein shall be done in accordance with the Standard Specifications dated May 2015, and the Standard Plans dated May 2015 of the Department of Transportation, and Suisun City Standards dated 1996, 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.

**1-1.02 DEFINITIONS AND TERMS:** As used herein, unless the context otherwise requires, the following terms have the following meaning:

**DEPARTMENT OF TRANSPORTATION:** The City of Suisun City, State of California.

**DIRECTOR OF TRANSPORTATION:** The City Council of the City of Suisun City, State of California.

**ENGINEER:** The City Engineer of the City of Suisun City, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**STANDARD SPECIFICATIONS:** Standard Specifications shall mean the Standard Specifications of the State of California, Business and Transportation Agency, Department of Transportation, dated May 2015. Any reference therein to a State Agency or officer shall be interpreted as if the corresponding City Office or officer acting under this contract were so specified.

**STATE STANDARD PLANS:** Standard Plans shall mean the standard plans of the State of California, Business and Transportation Agency, Department of Transportation, dated May 2015.

**SUISUN CITY STANDARDS:** City of Suisun City Design Standards, Standard Specifications and Details, dated 1996, on file in the office of the Department of Public Works.

## **SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

**2-1.01 GENERAL:** The bidder's attention is directed to the provisions in Section 2, "Bidding" of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal Form and the submission of the bid.

The Proposal must be accompanied by cash, a bidder's bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The bidder's bond must be signed in favor of the City, and the certified check or cashier's check must be made payable to the City of Suisun City. The Contractor shall forfeit to the City such sums from said cash, bond, certified check, or cashier's check as necessary to reimburse the City for costs incurred for failure of the successful Bidder to enter into a contract and provide the items described in Section 3 of the Standard Specifications. The amount of said cash, bond, certified check, or cashier's check shall not be deemed to constitute a penalty or liquidated damages. The City shall not be precluded by such cash, bond, certified check, or cashier's check from recovering from the defaulting Bidder damages in excess of the amount of said cash, bond, certified check, or cashier's check incurred as a result of the failure of the successful Bidder to enter into a contract and provide the items described in Section 3.

**2-1.02 BIDDER'S BOND LOCATION:** The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found following the signature page of the proposal.

**2-1.03 WITHDRAWAL OF BIDS:** Attention is directed Section 2-1.40 "Bid Withdrawal" of the Standard Specifications.

**2-1.04 NON COLLUSION AFFIDAVIT:** In accordance with the Public Contract Code Section 7106, a Non-Collusion Affidavit is included in the Proposal.

**2-1.05 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:** Each Proposal shall have listed herein the name, location, and portion of work of each subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitution. A sheet for listing subcontractors, as required herein, is included in the Proposal.

## SECTION 3. AWARD, AND EXECUTION OF CONTRACT

**3-1.01 GENERAL:** The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution" of the Standard Specifications and these Special Provisions for the requirements and conditions concerning submittal of information, award, and execution of contract.

**3-1.02 AWARD OF CONTRACT:** The City reserves the right to reject any and all bids.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 30 days after the opening of the proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done. Bids are submitted for the entire work. The total amount of the bid for comparison purposes will be determined on the basis of item price and then the total of individual items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item. The amount of the bid for comparison purposes will be the total Base Bid amount. The City will award the contract based on the Base Bid.

**3-1.03 BONDS:** Contractor shall provide, at the time of the execution of the agreement or contract 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 an 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 agreement. Sureties on each of said bonds shall be satisfactory to the City Attorney.

Prior to the acceptance of the contract work, Contractor shall provide the City a one-year warranty bond in a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used — rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

## **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

**4-1.01 GENERAL:** Attention is directed to the provisions in Section 8-1.05, “Time,” and in Section 8-1.10, “Liquidated Damages,” of the Standard Specifications.

**4-1.02 BEGINNING OF WORK:** Attention is directed to Section 8-1.05, “Time,” of the Standard Specifications.

The Contractor shall accomplish the following items prior to beginning work:

1. Attendance at the Pre-Construction Conference.
2. Submittal and approval of contract documents.
3. Acceptance of Contractor’s Traffic Control Plan. Such Plan shall be developed considering the provisions of Section 10 of these Special Provisions.

The Contractor shall not be allowed to proceed with any work on site until all items mentioned above have been submitted and approved by the Engineer.

The Contractor shall notify the Inspector of Contractor’s intent to begin work at least two working days (i.e., 48 hours), before work is begun. The Contractor shall also notify the Inspector by 7:00 AM each day that Contractor will be on the job. This notification will be made by calling the Inspection Recorder at (707)421-7346.

The Contractor shall begin work no later than fifteen (15) calendar days after the Contract has been approved by the City. The first working day will be the first working day following the date the Contract has been approved by the City.

**4-1.03 TIME OF COMPLETION:** Attention is directed to the provisions in Section 8-1.05, “Time,” of the Standard Specifications and to these Special Provisions. The first paragraph in Section 8-1.06 “Time of Completion,” is amended to read:

*“8-1.06 Time of Completion – The Contractor shall complete all or any designated portion of the work called for under the Contract in all parts and requirements, including all corrective punch list items, within the time set forth in the Special Provisions (“Time of Completion”).”*

The Contractor shall diligently prosecute the work to completion, including the corrective Punch List items before the expiration of

### **15 WORKING DAYS**

**4-1.04 LIQUIDATED DAMAGES:** attention is directed to the provisions of Section 8-1.10, “Liquidated Damages,” of the Standard Specifications. The Contractor shall pay to the City of Suisun City the sum of **\$800 per day**, for each and every calendar day’s delay in finishing the work in excess of the number of days prescribed above in Section 4-1.03. In submitting a sealed bid, the Contractor agrees to this amount of



liquidated damages with the full knowledge that actual damages for such breach of the Contract would be difficult to assess.

Time is of the essence to this Contract.

The Contractor agrees to complete all of its work required in the Contract Documents, and any subsequent revisions or modifications thereto, within the time specified in these Special Provisions, subject to Change Orders expressly increasing or decreasing the time specified.

If Contractor fails or refuses to pay to City liquidated damages that become due, City shall withhold said liquidated damages from payments due to Contractor.

**4-1.05 PRE-CONSTRUCTION CONFERENCE:** Prior to the commencement of construction work, a Pre-Construction Conference will be held at the City of Suisun City-City Hall, 701 Civic Center Boulevard, Suisun City, California 94585, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, signs and traffic control, 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. Section 10-1.05 Pre-Construction Meeting lists the items required to be submitted by the Contractor at/by the pre-construction meeting. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

**4-1.06 HOURS OF WORK:** The Contractor shall limit its work to between the hours of 7:00 AM and 5:00 PM on Monday through Friday, unless prior written approval is obtained from the Engineer. The Engineer will consider allowing earliest start times and later finish times during the progress of the project. Additional restrictions on hours of work for street/lane closures are described in Section 10 of these Special Provisions. No work shall be allowed on Saturdays or Sundays without prior written approval of the Engineer, unless specifically required in Section 10 of these Special Provisions. The hours and days of work may be altered, by the Engineer, to accommodate the efficient movement of traffic without additional compensation due to the Contractor.

Designated legal holidays are January 1<sup>st</sup>, the third Monday in January, the third Monday in February, the last Monday in May, July 4<sup>th</sup>, the first Monday in September, the second Monday in October, November 12<sup>th</sup>, Thanksgiving Day, the 4<sup>th</sup> Friday in November, and December 25<sup>th</sup>. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When a designated legal holiday falls on a Saturday, the preceding Friday shall be a designated holiday.

## SECTION 5. GENERAL

**5-1.01 RECORDS AND DOCUMENTS:** Any records of documents Contractor maintains in relation to this project shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code § 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as party of any audit of the City, for a period of three (3) years after final payment under the Agreement.

5-1 Certified Payroll Records: California Labor Code requires compliance relating to certified copies of payroll reports. Add the following language in italics to section 5-1.01:

*5-1.01 Attention is directed to Section 7-1.02K (2), "Wages" and Section 7-1.02K(3), "Certified Payroll Records."*

**5-1.02 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 (GOVERNMENT CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause" set forth in Section 7-1.02I(2), "Labor 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.

**5-1.03 CLAIMS AND ARBITRATION:** Public Contract Code Sections 20104 to 20104.6 and the State of California, Department of Transportation, Standard Specifications and City Standards are hereby incorporated into this contract except that Section 9.1.10 "Arbitration shall be excluded and shall not apply to any work." In the event of a discrepancy, the Public Contracts Code shall take precedence.

Sections 20104 to 20104.6 of the Public Contracts Code state the following:

#### **§20104. Application of article; "Public work"; "Claim"**

(a)(1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b)(1) "Public work" has the same meaning as in Sections 3100 and 3106 of the Civil Code, except that "public work" does not include any work or improvement contracted for by the state or Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, an amount the payment of which is disputed by the local agency.

The provisions of this article or summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

**§20104.2. Requirements to submit claim; Agency's response; Dispute by claimant over response; Failure of agency to respond; Inapplicability of article to tort claims**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b)(1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, which ever is greater.

(c)(1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1

(commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

#### **§20104.4. Procedures to resolve claims**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b)(1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for the purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators, shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3, of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under this chapter, pay the attorney's fees of the other party arising out of the trial de novo. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

#### **§20104.6. Payment of portion of claim which is undisputed; Payment of interest on arbitration award or judgment**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

**5-1.04 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 (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavation. Any excavation, the near edge of which is 12 feet or less from the edge of the lane, except:

- (a.) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - (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 complete in place during the same day.
  3. Storage Areas. Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the Specifications.

Approach Speed of Public Traffic  
(Posted Limit /Miles per Hour)

Work Areas

Over 45

Within 6 feet of a traffic lane  
but not on a traffic lane

25 to 45

Within 3 feet of a traffic lane  
but not on a traffic lane

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. The work area is protected by permanent or temporary railing or barrier.

When work is not in progress on a trench or other excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

4. “During the term of this Agreement, to the extent required by law, Contractor shall provide vehicles in full compliance with applicable federal, state, and local air pollution control laws and regulations applicable to the contractor.”

#### **5-1.05 MEASUREMENT AND PAYMENT**

**5-1.05A PAYMENTS:** Attention is directed to Section 9-1.16, “Progress Payments”, of the Standard Specifications and these Special Provisions.

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

**5-1.05B NON-OWNER OPERATED DUMP TRUCK RENTAL:** Attention is directed to Section 9-1.04D(5), “Non-owner Operated Dump Truck Rental” of the Standard Specifications.

**5-1.05C PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS:** The prime contractor shall pay each subcontractor under the prime contract for satisfactory performance of its contract no later than 10 days from receipt of each payment the prime contractor receives from the City of Suisun City. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Suisun City. This clause applies to all subcontractors.

**5-1.05D PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS:** The prime contractor shall release retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from that above referenced time frame may occur only for good cause following written approval of the City of Suisun City. This clause applies to all subcontractors.

**5-1.06 NOISE AND VIBRATION REQUIREMENTS:** Sound control shall conform to the provisions in Section 14.8, “Noise and Vibration” of the Standard Specifications and these Special Provisions.

The noise level from the Contractor's operations, between the hours of 6:00 p.m. and 6:00 a.m. shall not exceed 86 dba at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with Suisun City ordinances regulating noise levels.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound 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 prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

**5-1.07 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, debris developed during work shall be disposed of concurrently. If stockpiling is necessary, the material shall be removed or disposed of weekly.

The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily.

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

#### **5-1.08 INDEMNITY AND INSURANCE REQUIREMENTS:**

##### **1. Indemnity**

The Contractor will indemnify and hold harmless the City, and all other participating public agencies, whether or not said participating agencies are named herein, and all officers and employees of the City, and said participating agencies, against any and all claims, demands, causes of action, damages (including damages to City property, and property of said participating agencies) costs or liabilities (including cost of liabilities of City and employees), in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from or caused by the performance of the contract, whether such performance by the Contractor, its subcontractor or anyone directly or indirectly employed by the Contractor; and the Contractor shall, at its sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the City, said participating agencies, their officers and employees on any such claim, demand or cause of action, and the Contractor shall pay and satisfy any judgment or decree which may be rendered against the City, said suit, action, or other legal proceedings. "Participating public agency" as used in this paragraph, shall mean any agency of the United States, the State of California or any City, County, or District which has contributed or agreed to contribute money or services in the preparation of plans and specifications for or to defray the costs of the work, or which has jurisdiction over all or any part of the area in which the work is to be performed.

In those instances where the City has obtained "Rights of Entry" from private property owners upon whose property it will be necessary for the Contractor to enter to perform the work to be done under the contract, Contractor shall indemnify such property owners in the same manner as the City is indemnified.

##### **2. Insurance Requirements**

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, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

Said policies shall be in effect until final acceptance by City and shall provide that they may not be cancelled without first providing City with thirty (30) days written notice of such intended cancellation. If Contractor fails to maintain the insurance provided herein, City may secure such insurance and deduct the cost thereof from any funds owing to Contractor.

Contractor shall provide proof of compliance with the insurance requirements specified in Sections 4.07 to 4.13 of the General Provisions of the City of Suisun City Standard Specification and Details by furnishing concurrent with the execution of the contract: (1) a certificate of insurance providing that no cancellation, major change in coverage, expiration or nonrenewal shall be made during the term of this agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, change in coverage, expiration or nonrenewal; (2) a City standard endorsement form for insurance coverage (attached hereto) at the end of these Specifications, naming the City of Suisun City, its officers, employees, agents and volunteers as additional insureds.

a. Minimum Scope of Insurance

Contractor shall procure insurance covering general liability, automobile liability, and worker's compensation. Coverage shall be at least as broad as:

- i. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability or Insurance Services Office Commercial General Liability coverage ("occurrence form CG 0001).
- ii. Insurance Services Office form number CA 0001 (Ed. 1/78) covering automobile liability, code 1 "any auto" and endorsement CA 0025.
- iii. Worker's Compensation Insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

b. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - The City of Suisun City, and the public entity awarding the contract if other than the City and their officials, employees and volunteers are to be covered as 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 or volunteers.
  - All private property owners granting "Rights of Entry" for construction of the work shall be covered as insureds under the same coverage as provided City, as respects their ownership of the property, and the work to be done thereon.
  - The Contractor's insurance coverage shall be primary insurance as respects the City and its officials, employees and volunteers and any other insureds under this contract. Any insurance of self-insurance maintained by the City, its officials, employees and volunteers or other insureds shall be in excess of the Contractor's insurance and shall not contribute with it.



- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees and volunteers or other insureds under this contract.
- Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claims are made or suit is brought, except with respect to the limits of the insurer's liability.

iii. **Worker's Compensation and Employers Liability Coverage**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, 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.

c. **Acceptability of Insurers**

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII.

d. **Minimum Limits of Insurance**

Contractors shall maintain limits of no less than:

- i. Comprehensive General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- iii. Workers Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

e. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, their officials and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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. The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

g. Subcontractors

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

**5-1.08A SUBCONTRACTOR:** The Contractor shall maintain records showing the name and business address of each first-tier subcontractor.

**5-1.08B SUBCONTRACTING:** Attention is directed to the provisions in Section 5-1.13, "Subcontracting" of the Standard Specifications, and Section 2, "Bidding," and Section 3, "Contract and Execution," and these Special Provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at [http://www.dir.ca.dir/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.dir/dir/Labor_law/DLSE/Debar.html).

**5-2.01 TRENCH SAFETY PROVISIONS:** Labor Code § 6705 and Public Contract Code § 7104 impose certain trench safety requirement:

As required by § 6705 of the California Labor Code and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, the Contractor shall submit for acceptance by the Engineer, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Occupational Safety and Health, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Contract for completion of the Work as set forth in the Contract Documents. Nothing in this Section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this Section shall be construed to impose tort liability on the City or any of its officers, agents, representatives, or employees.

Excavation shall not start until the Contractor has obtained a permit from the California Division of Industrial Safety and has posted it at the site.

**5-2.02 AIR POLLUTION COMPLIANCE:** All construction and construction service contracts documents with an effective date of December 31, 2007 or later must have an air pollution compliance requirement. (Cal. Code Regs., tit. 13, § 2022.1(g).) This new requirement is part of a regulation adopted by the Air Resources Board to control diesel particulate matter for on-road heavy-duty diesel-fueled vehicles.

Add to Section 5-2, Public Safety: "During the term of this Agreement, to the extent required by law, Contractor shall provide vehicles in full compliance with applicable federal, state, and local air pollution control laws and regulations applicable to the contractor."

5-11 Claims Process: Remove the reference to the “State of California, Department of Transportation, Standard Specification” and “except that Section 9.1.10 ‘Arbitration shall be excluded and shall not apply to any work.

**5-3.01 SENATE BILL 854:** The Contractor shall comply with all Senate Bill 854 (SB 854). Information on the requirements of SB 854 can be found on the following link: <http://www.dir.ca.gov/public-works/publicworks.html>.

No contractor or subcontractor may be listed on the proposal for this project or awarded work on this project unless they are registered with the California Department of Industrial Relations (DIR). Work performed on this project is subject to compliance monitoring and enforcement by the DIR. The Contractor must post job site compliance with Title 8 California Code of Regulations Section 16451. Also, the Contractor and his subs are required to submit certified payroll records to the Labor Commissioner. Certified Payroll Records must be submitted online after setting up an online account: <https://apps.dir.ca.gov/ecpr/DAS/AltLogin>.

## **SECTION 6. WARRANTY**

### **6-1.01 WARRANTY.**

**Quality of Work.** Contractor warrants to the City that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; and that the Work will be of good quality and free from defects; and that the Work will conform to the requirements of the Contract Documents.

**Documentation of Warranty.** If required by the Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If required by the Contract Documents, the Contractor shall provide a written warranty from the manufacturer or supplier.

**Warranty Period.** The Contractor shall warrant the quality of the Work, in accordance with the terms of the Contract Documents, for the “Warranty Period.” The Warranty Period shall be a **one year period** (unless a longer period of time is specified in the Contract Documents) commencing as follows: (a) for any Work not described as incomplete in the Certificate of Substantial Completion, commencing on the date of Substantial Completion; and (b) for any Work that is described as incomplete in the Certificate of Substantial Completion, commencing on the date of Final Completion.

**Default During Warranty Period.** In the event that (during the Warranty Period) any portion of the Work is determined by the Engineer to be defective as a result of an obligation of the Contractor under this Contract, the Contractor shall be in default.

### **16-1.02 DEFAULT.**

In the event that the Contractor is in default of this Contract, as defined in this Section, the Engineer shall provide written notice to the Contractor and the Contractor’s surety (if any) in which the default is described.

Contractor shall be in default of this Contract if the Engineer determines that any one of the following conditions exist:

- Contractor is insolvent, files for bankruptcy, makes a general assignment for the benefit of its creditors,

or fails to pay its debts as they become due.

- Contractor fails to perform any portion of the Work in accordance with the requirements of the Contract Documents.
- Contractor fails to perform any portion of the Work in accordance with the timing requirements of the Construction Schedule.
- Contractor abandons the project site.
- Contractor fails to replace or repair any damage caused by Contractor or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
- Contractor fails to supply workers, subcontractors, or other personnel with the skills, certifications, or licenses required by the Contract Documents.
- Contractor violates any legal requirement related to the Work.

The City may, in the discretion of the Engineer, take any or all of the actions identified in this Section, if the Contractor fails to: (a) promptly commence, and diligently and continuously prosecute the cure of the default, or (b) within ten (10) days, cure the default, or provide adequate written assurance to the satisfaction of the Project Manager that the cure will be promptly commenced and diligently prosecuted to its completion,

- Issue a Notice of Suspension of Work, by which the Contractor shall suspend all Work except for those portions of the Work authorized by the Notice, and for which the Contractor shall not be entitled to any adjustment of the Contract Amount or Contract Time.
- Cure the default and charge the Contractor for all costs resulting therefrom, including administrative costs (including City staff costs, City consultant costs, and attorney's fees) and interest in an amount equal to seven percent (7 %) per annum from the date of default, which charge may be deducted by the City from amounts otherwise payable to the Contractor.
- Demand the Contractor to complete performance of the Work (including repair, or removal and replacement, of nonconforming Work).
- Terminate the Contract.
- Remove the Contractor from the site and demand the Contractor's surety (if any) to complete performance of the Work.
- Take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the City may deem expedient. If requested by the City, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within seven (7) days of such request; and if Contractor fails to do so, the City may remove or store, and after ninety (90) days sell, any of the same at Contractor's expense.

In the event that the Contract is terminated by the City in accordance with this Section:

- Contractor shall not be entitled to receive any further payment until the expiration of thirty-five (35) days after Final Completion and acceptance by the City of all work completed at that time.

- If the unpaid balance of the Contract Amount exceeds the cost of completing the Work (including all additional costs and expenses made necessary thereby, plus all losses sustained, including any liquidated damages provided under the Contract Documents), such excess shall be paid to Contractor. If such costs, expenses, losses and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to the City.
- No termination or action taken by the City after termination shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents upon such termination; and the City may proceed against Contractor to recover all losses suffered by the City.

## **SECTION 7. (BLANK)**

## **SECTION 8. MATERIALS**

**8-1 CITY FURNISHED MATERIALS:** Attention is directed to the Section 6-2.03 “Department Furnished Materials” of the Standard Specifications and these Special Provisions. The following materials will be furnished to the Contractor:

WATER – Municipal water will be provided free of charge to the Contractor for construction purposes on this project. However, Contractor will be required to apply for and pay a deposit on a hydrant meter with the Finance Department at City Hall.

**8-2 GENERAL:** Attention is directed to Section 6, “Control of Materials,” and Section 7, “Legal Relations and Responsibility to the Public,” of the Standard Specifications and these Special Provisions

## **SECTION 9. PROJECT DESCRIPTION**

This project is located in Suisun City, specifically at mid-block on Merganser Drive between Sunset Avenue and Wigeon Way. The scope of work includes, but is not limited to, installing two rectangular rapid flashing beacons systems (solar panel, W11-2 pedestrian crossing sign, W16-7p down arrow sign, rectangular rapid flashing beacon unit, push button assembly, steel post and post foundation), removing existing in-roadway light system (pushbutton assembly, post, post foundation, and ten in-roadway lights), and removing two existing signs/post/foundation assemblies.

## TECHNICAL SPECIFICATIONS

### SECTION 10. CONSTRUCTION DETAILS

#### **10-1 GENERAL**

**10-1.01 Order of Work:** Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these Special Provisions. Order of work shall be scheduled such that the work can be carried out in an efficient manner. The following is the general sequence of tasks to be completed:

1. Prepare pre-construction submittals.
2. Commence construction of improvements

**10-1.02 Submittals:** After the notice to proceed is issued but prior to the start of construction, the Contractor shall submit to the City for approval, the following:

1. Traffic Control Plan.
2. Cut Sheets for Rectangular Rapid Flashing Beacon Assembly

Unless otherwise allowed by the City, provide all submittals in Adobe Acrobat format sent by email to the Engineer for approval a minimum of five (5) calendar days in advance of ordering.

**10-1.03 Notice to Property and Business Owners Adjacent to Work Site.** This work shall include furnishing and distributing an advance notice flyers to property and business owners adjacent to work site. Notice shall contain a general description of the work to be done, a 24-hour emergency phone number, date that work is to be performed, and any restrictions that will be imposed as a result of the work.

**10-1.04 Construction Limitations.** The Contractor shall be expected to conduct operations in a manner that minimizes damage to natural vegetation and landscape. All vegetation and/or landscaping damaged as a result of the Contractor's activities shall be replaced at the Contractor's expense. Care shall be exercised to avoid hazards that may cause injury to persons, animals or property at all times.

Receptacles for construction residue, including oil, cleaning fluids, and litter, shall be covered. Such residues shall be disposed of in a proper manner.

**10-1.05 Safety.** The Contractor shall conduct work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure adequate protection of persons and property in the vicinity of the work at all times.

Nothing in this section shall be construed to impose tort liability on the City or Engineer.

**10-1.06 Cleanup.** At all times during construction, including weekends and holidays, and throughout all phases of construction, including work suspensions and until final acceptance of the project, the Contractor shall keep the work site clean and free from rubbish, debris, and prevent the formation of an airborne dust nuisance.

Materials and equipment shall be removed from the site as soon as they are no longer necessary. Upon completion of the work and before final inspection, the entire site shall be cleared of equipment, unused

materials, and rubbish so as to present a satisfactory clean and neat appearance. All cleanup costs shall be absorbed in the Contractor's bid.

All hauling trucks or other construction vehicles leaving the site shall be cleaned of mud or dirt clinging to exterior body surfaces or wheel rims before traveling on city streets outside the work limits. All trucks coming to or leaving the site with materials or loose debris shall be loaded in a manner, which will prevent the dropping of materials or debris on City streets. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately at the Contractor's expense.

When construction operations cause dirt to be deposited on public streets, the Contractor shall immediately remove such material. Streets shall be cleaned by street sweeping, rather than flushing, so as to prevent mud from entering the storm drain system.

Excess excavated material shall be removed from the site immediately. Sufficient material may remain for use as backfill if permitted by the specifications. Forms and form lumber shall be removed from the site as soon as practicable after stripping.

Failure of the Contractor to comply with the Engineer's cleanup orders may result in an order to suspend work until the condition is corrected. No additional compensation will be allowed as a result of such suspension.

**10-1.7 Noise Control.** The Contractor shall make every reasonable effort to control noise generated as a result of construction to the satisfaction of the Engineer. Use of an air compressor, jackhammer, pavement grinding machine or other loud, vibrating sound generating device shall be limited to operations between the hours of 8:00 a.m. and 6:00 p.m. unless otherwise authorized by the Engineer.

**10-1.8 Construction Staging Area.** The Contractor shall make arrangements for staging areas. The staging area must meet the following conditions: a) The staging area shall not be located in environmentally or culturally sensitive areas and/or impact water resources such as rivers, streams, bays, inlets lakes or drainage sloughs, b) The Contractor's water pollution prevention plan shall include storm water controls for the Contractor's staging area, c) The Contractor's staging area shall not affect access to properties or roadways, d) No staging areas will be allowed on the City streets.

It shall be the Contractor's responsibility to secure and negotiate an agreement with the property owner a staging area for a field office and/or material and equipment storage; however, the staging area in no event shall violate the requirements as set forth in the first paragraph of this subsection. Any new staging area shall be operated in a manner that minimizes the inconvenience to neighbors.

**10-1.9 Sanitation.** The Contractor shall provide and maintain enclosed toilets for the use of employees engaged in the work. These accommodations shall be maintained in a neat and sanitary condition. They shall also comply with all applicable laws, ordinances and regulations pertaining to the public health and sanitation of dwellings and camps.

**10-1.10 Trench Safety:** Excavations shall be adequately shored and braced so that the earth will not slide, move, or settle and so that all existing improvements of any kind will be fully protected from damage.

Attention is called to Article 6 of "Construction Safety Orders" of the California Division of Industrial Safety which applies to all open excavations made in the earth's surface, including trenches.



Trenches over five (5) feet in depth shall be evaluated for stability prior to personnel entering the trench. Where trenches are deeper than five (5) feet, the Contractor shall comply with the current California Occupational Safety and Health Administration (CAL OSHA) requirements pertaining to trench safety.

At least 14 days prior to excavation for any trench five (5) feet or more in depth trenching shall not begin until the Contractor has submitted to the Engineer a copy of the Contractor's detailed plan for worker protection from the hazards of caving ground during the excavation of such trench.

The Contractor shall be aware that in no case should slope height, inclination, and excavation depths exceed those specified in local, state, or federal safety regulations. Specifically, the Contractor shall be aware of the current OSHA Health and Safety Standards for Excavations, 29 CFR Part 1926.

The Contractor's "responsible person", as defined in 29 CFR Part 1926, shall evaluate the soil exposed in the excavations as part of the Contractor's safety procedures.

The Contractor shall furnish, install and maintain such sheeting, timbering, lagging and bracing as indicated on the Contractor's detailed plans or any additional precautions not specifically set forth necessary to support the sides of the trench. The protection of adjacent structures from movement of the ground and the elimination of the element of danger of life, property, or to existing improvements is the intent of this requirement and shall be the sole responsibility of the Contractor.

Additional supports requested by the Engineer shall in no way relieve the Contractor of the Contractor's responsibility for the sufficiency of the Contractor's precautions.

All such sheeting, timbering, lagging and bracing shall, unless otherwise required by the Engineer, be removed during backfilling in such a manner as to prevent any movement of the ground or damage to the piping or other structures.

The Contractor shall assess the adjacent utilities tolerance for settlement and lateral movement in communication with the utility's owners. The Contractor's shoring system shall limit movement to less than the tolerable amount.

Damages resulting from the Contractor's operations shall be repaired or replaced to the satisfaction of the respective utility owner at the Contractor's expense.

**10-1.11 Measurement and Payment.** Measurement and payment of bid items shall conform to the provisions in Section 9, "Payment," of the Standard Specifications and these Special Provisions. Full compensation for items without a specific measurement and payment clause shall be considered as included in the unit price for the various items of work and no additional compensation will be allowed therefor.

## **10-2 MOBILIZATION**

**10-2.01 General.** Attention is directed to Section 9-1.16D, "Mobilization," of the Standard Specifications. The Contractor shall make its own arrangements and is responsible for any construction yards, off-site storage or shop areas necessary for the proper execution of the work.

**10-2.02 Measurement and Payment.** Full compensation for conforming to the requirements of this section shall be considered to be paid at lump sum contract price.

### **10-3 EXISTING FACILITIES**

**10-3.01 General.** Contractor shall protect all existing facilities, privately or publicly owned, from damage.

**10-3.02 Replacement of Damaged Surfaces.** All existing facilities which are broken or damaged by the contractor shall be reconstructed by and at the expense of the Contractor, of the same kind of material and of the same dimensions as the original work.

**10-3.03 Appearance of Work.** All work shall match the appearance of existing improvements.

**10-3.04 Materials.** Materials and quality of work shall conform to those specified by the City of Suisun City Standards, the Standard Plans and Specifications, and these Special Provisions.

**10-3.05 Measurement and Payment.** Full compensation for conforming to the requirements of this section shall be considered as included in the unit price for the various items of work and no additional compensation will be allowed therefor.

### **10-4 DUST CONTROL**

**10-4.01 General.** Dust control shall conform to the provisions in Section 14-9.03, "Dust Control," of the Standard Specifications and these Special Provisions including Suisun City Dust Ordinance No. 559. The Contractor shall take the prevailing wind direction into consideration during grinding operations and shall perform grinding operations in such a way so as to minimize dust.

**10-4.02 Measurement and Payment.** Full compensation for providing dust control shall be considered as included in the contract prices for the various contract items of work involved, and no additional compensation will be allowed therefor.

No separate payment will be made to the Contractor when the Engineer orders the application of water for the purpose of controlling dust. Full compensation for such dust control will be considered as included in the prices paid for the various items of work.

### **10-5 DISPOSAL OF MATERIAL**

**10-5.01 General.** Disposal of excess materials shall be at an approved site only this is to be determined by City Engineer. The Contractor shall arrange to dispose of excess material outside the street right-of-way and shall pay all costs involved. Concrete waste shall be taken to an approved dump or recycling site.

Material shall not be disposed of within any floodway, or within the normal channel of any river, creek, stream, ditch, canal, swale, or other watercourse and within the portions of same as are required to efficiently carry the flood flow as determined by the Engineer.

Prior to any disposal, the Contractor shall advise the Engineer in writing of proposed disposal sites and shall obtain written permission from the Engineer to dispose of material as proposed. Disposal of waste earth shall be at an approved site only this is to be determined by City Engineer.

Whenever a material disposal location is visible from a public street, the disposal area shall be left in a neat and uniform manner.

**10-5.02 Measurement and Payment.** Payment for disposal of materials shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

## **10-6 SITE DEMOLITION**

**10-6.01 General.** This work shall consist of removal pedestrian push button assembly (pushbutton/sign/sign plate/post/post foundation) as well as removal of roadway sign/post/post foundation assembly and in-roadway lights. Disposal of excess materials shall be performed in accordance with the requirements specified in these specifications.

The Contractor shall remove all obstructions as shown in the Plans and items which are designed to be removed shall become the property of the Contractor and shall be disposed of as required in these special provisions.

All organic material including vegetable growth, logs, stumps, grass, weeds, brush, roots, topsoil, debris, trash, and other objectionable materials shall be cleared within the limits as shown in the Plans.

### **10-6.02 Measurement and Payment.**

The quantities will be measured and paid as follows:

- Remove pushbutton/sign/sign plate/post/post foundation assembly: Measured per each unit.
- Remove in-roadway light: Measured per each unit.
- Remove roadway sign/sign post/post foundation assembly: Measure per each unit.

The contract price paid per unit of measure for the items listed above shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals for doing all work involved in site demolition, including clearing and grubbing, excavation to required subgrade depth within the limits shown in the plans, disposal of unsuitable material, backfilling excavations, compacting backfill, removing electrical wiring of existing in-roadway light system, filling core holes with concrete and protection of existing facilities, all as indicated on the plans, as specified in the Standard Specifications, as specified in these Special Provisions, as directed by the Engineer, and no other compensation will be allowed therefor.

## **10-7 INSTALL RECTANGULAR RAPID FLASHING BEACON (RRFB ) ASSEMBLY**

**10-7.01 General.** Rectangular rapid flashing beacon assembly shall be installed in the location shown in the attached Exhibits. RRFBs shall be solar powered and shall operate independently of any other power source. RRFBs shall be activated via pushbutton.

Rectangular rapid flashing beacon assembly shall include the following products:

- JSF Technologies P/N AB-9407-DC Rectangular Rapid Flashing Beacon, solar powered with four 7” LEDs, double sided with two pedestrian side markers, includes radio transmitter, amber LED, 20W solar panel.
- W11-2 pedestrian crossing sign, 36” X 36” in size, engineer grade aluminum, high intensity prismatic sheeting.
- W16-7p down arrow sign. 30” X 18”, engineer grade aluminum, high intensity prismatic sheeting.
- Pedestrian Pushbutton Assembly is to include: 1) Bulldog pushbutton, without latching circuit, green housing, special model for use with flashing beacons, Polara Eng P/N BDSP-014-G, 2) Pushbutton frame, pole mount, with non-adjustable bars, black, for 5” x 7” pedestrian sign, no spanner screws, Polara Eng P/N PBF2-5X7-B, 3) Pushbutton sign, 5”x 7-3/4”, yellow with black text “PUSH BUTTON FOR PEDESTRIAN WARNING LIGHTS, CROSS WITH CAUTION”, no braille, P/N R62E.
- Steel post and concrete foundation shall be Type 1-B Standard per Caltrans Standard Detail ES-7B. Prior to commencing work, the Contractor shall submit source and mix design for concrete conforming to the requirements of Section 90-2 “Minor Concrete” of the Standard Specifications. Lamp black shall be added to the concrete mix in the amount of half a pound per cubic yard of concrete. Concrete shall be 6-sack and 3,000 psi minimum.

**10-7.02 Measurement and Payment.** The contract prices paid per each for Install Rectangular Rapid Flashing Beacon (RRFB) Assembly shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to install RRFB, post, solar panel, sign, pushbutton assembly, concrete foundation and all other work as specified in the Standard Specifications, these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

## **PREVAILING WAGE RATES – STATE**

Wage Rates may be found at the State of California's Department of Industrial Relations Office's website at:

<http://www.dir.ca.gov/>

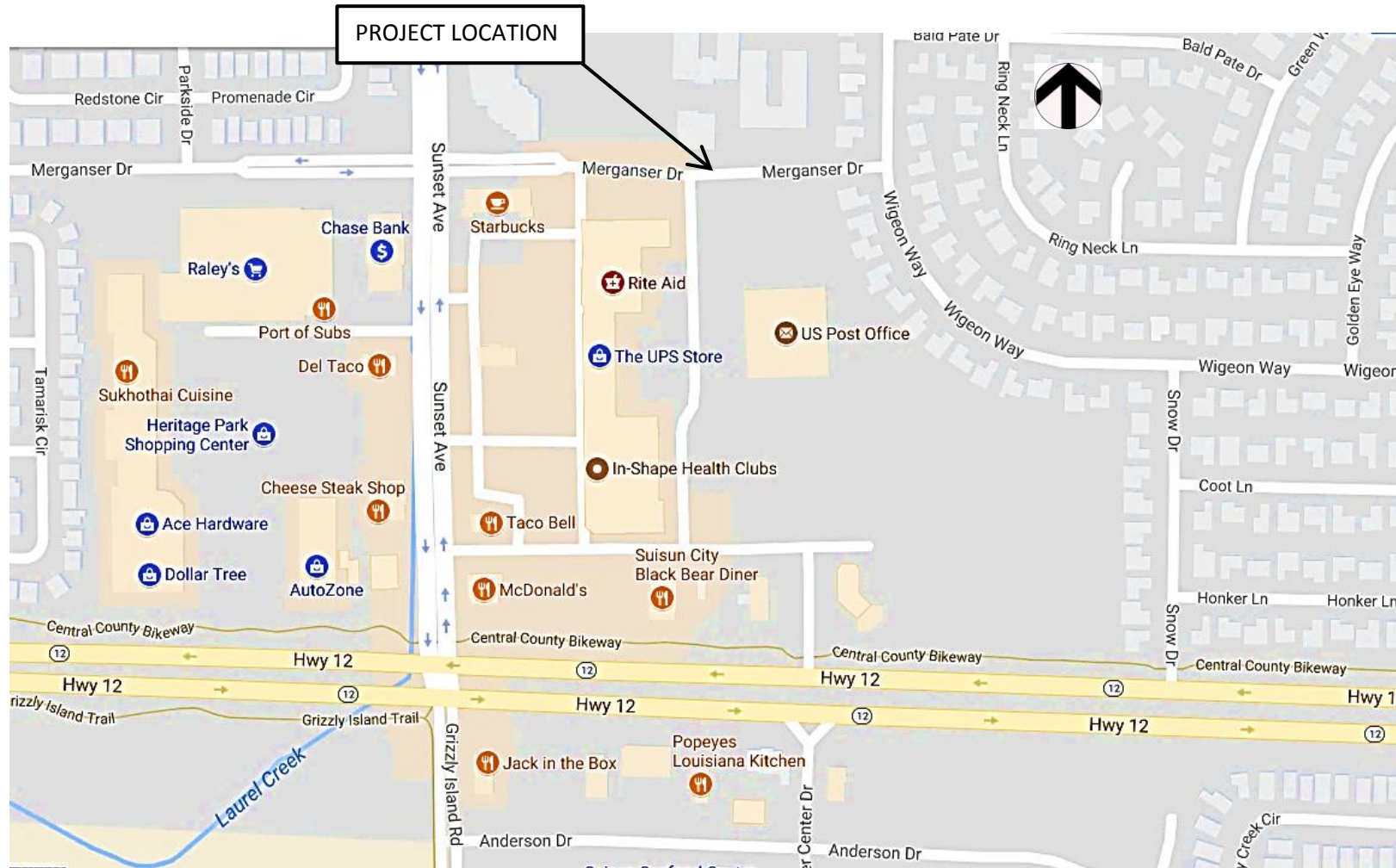
Any revisions to the applicable State wage rates, up to 10 days before bid opening, shall be identified by the issuance of an addendum.

A hard copy of the applicable State Wages Rates shall be included with the signed contract.

# **EXHIBITS**

# MERGANSER DRIVE RECTANGULAR RAPID FLASHING BEACONS PROJECT

## Location Map



# MERGANSER DRIVE RECTANGULAR RAPID FLASHING BEACONS PROJECT

## Photos of Existing Conditions

1 of 3

Existing Pushbutton Assembly on North Side of Merganser Drive:



EXISTING ASSEMBLY (SIGN, PUSHBUTTON, POST, AND FOUNDATION) TO BE REMOVED. NEW RRFB SYSTEM TO BE INSTALLED AT THIS LOCATION WITH THE PUSHBUTTON FACING TO THE EAST FOR ADA PURPOSES.

Existing Sign on the North Side of Merganser Drive:



EXISTING SIGN, POST AND FOUNDATION TO BE REMOVED. HOLE FROM FOUNDATION REMOVAL SHALL BE BACKFILLED WITH NATIVE SOIL AND COMPACTED IN 6" LAYERS.



# MERGANSER DRIVE RECTANGULAR RAPID FLASHING BEACONS PROJECT

Photos of Existing Conditions

2 of 3

Existing In-Roadway Lights at Crosswalk:



TEN (10) EXISTING IN-ROADWAY LIGHTS ARE TO BE REMOVED VIA CORE DRILLING ASSUME A CONCRETE THICKNESS OF 6 INCHES. FILL CORE WITH CONCRETE (6-SACK, 3,000 PSI, 1/2 POUND LAMP BLACK FOR EACH CUBIC YARD).



# MERGANSER DRIVE RECTANGULAR RAPID FLASHING BEACONS PROJECT

Photos of Existing Conditions

3 of 3

Existing Pushbutton Assembly and Sign on the South Side of Merganser Drive:



EXISTING SIGN, POST AND FOUNDATION TO BE REMOVED. HOLE FROM FOUNDATION REMOVAL SHALL BE BACKFILLED WITH NATIVE SOIL AND COMPACTED IN 6" LAYERS.

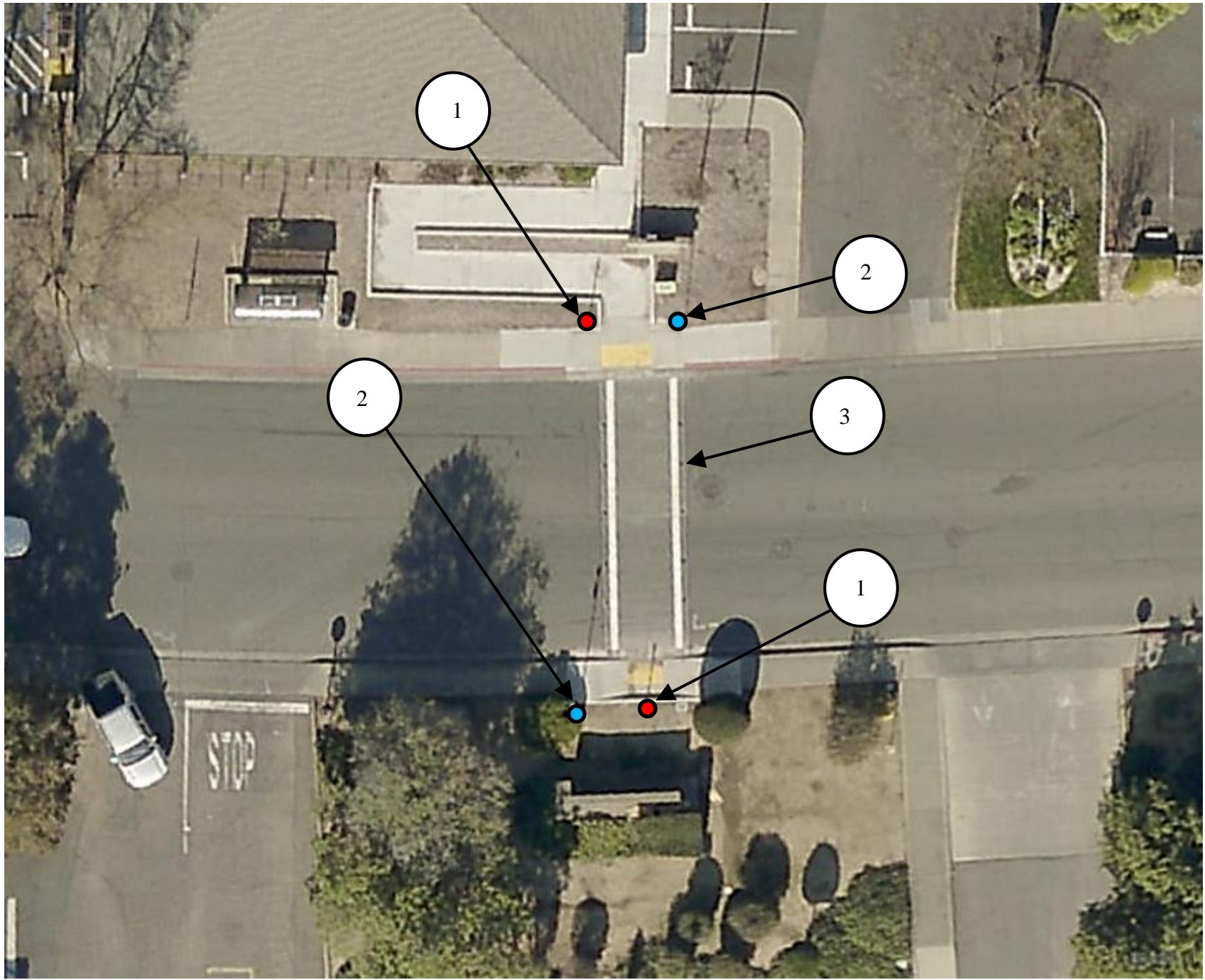
EXISTING ASSEMBLY (SIGN, PUSHBUTTON, POST, AND FOUNDATION) TO BE REMOVED. NEW RRFB SYSTEM TO BE INSTALLED AT THIS LOCATION WITH THE PUSHBUTTON FACING TO THE NORTH FOR ADA PURPOSES.



**MERGANSER DRIVE RECTANGULAR RAPID FLASHING BEACONS PROJECT**  
Plan Sheet

**CONSTRUCTION NOTES:**

1. REMOVE EXISTING PUSHBUTTON ASSEMBLY (PUSHBUTTON, SIGN, SING PLATE, POST, AND POST FOUNDATION.) PER SECTION 10-6, SITE DEMOLITION, OF THE SPECIFICATIONS. INSTALL RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY PER SECTION 10-7, RRFB ASSEMBLY, OF THE SPECIFICATIONS.
2. REMOVE ROADWAY SIGN/SIGN POS/POST FOUNDATION PER SECTION 10-6, SITE DEMOLITION, OF THE SPECIFICATIONS.
3. REMOVE THE TEN (10) IN-ROADWAY LIGHTS VIA CORE DRILLING. ASSUME 6" THICKNESS FOR THE EXISTING CONCRETE. FILL HOLES WITH CONCRETE.



**FOR REFERENCE ONLY**  
Photo of an Existing RRFB Assembly in Suisun City

