

CITY OF BURLINGAME
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

INSTRUCTION TO BIDDERS

PROPOSAL AND AGREEMENT

SPECIAL PROVISIONS

FOR

CALIFORNIA DRIVE COMPLETE STREETS PROJECT
CITY PROJECT NO. 84540

FOR USE IN CONNECTION WITH
STANDARD SPECIFICATIONS DATED 2015
AND STANDARD PLANS DATED 2015
OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

MAYOR: MICHAEL BROWNRIGG , MAYOR

CITY COUNCIL: DONNA COLSON, VICE MAYOR
EMILY BEACH
ANN KEIGHRAN
RICARDO ORTIZ

CITY MANAGER: LISA GOLDMAN

CITY CLERK: MEAGHAN HASSEL-SHEARER

ANDREW WONG, P.E.
SR. CIVIL ENGINEER
RCE 62018
EXP. 9-30-19

BIDS WILL BE OPENED AT 2:00 P.M. ON Tuesday, June 26, 2018
IN CONFERENCE ROOM "B" OF THE BURLINGAME CITY HALL



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City Standard details are available upon request or found on the City webpage at:

<http://www.burlingame.org/index.aspx?page=161>

Burlingame.org/departments/engineering/city standard details.



The City of Burlingame

PUBLIC WORKS DEPARTMENT
(650) 558-7230

CITY HALL - 501 PRIMROSE ROAD
BURLINGAME, CALIFORNIA 94010-3997

CORPORATION YARD
(650) 558-7670

NOTICE TO BIDDERS

For the **CALIFORNIA DRIVE COMPLETE STREETS PROJECT, CITY PROJECT NO. 84540**, sealed proposals will be received at the office of the City Clerk, City Hall, 501 Primrose Road, Burlingame, California, until 2:00 P.M., on Tuesday, June 26, 2018. Sealed bids will be publicly opened and read at 2:00 P.M. on that date in City Hall Conference Room "B", in the City of Burlingame, San Mateo County, California.

Plans and Specifications covering the work may be obtained by prospective bidders upon application and a cash, check, or credit card non-refundable fee of \$45.00, or \$50.00 if contract documents are mailed (USPS only), at Public Works Engineering, 501 Primrose Road, Burlingame, CA 94010. Project documents (Read-Only) are available for viewing at www.burlingame.org/departments/public_works under Capital Improvement Projects.

The City of Burlingame intends to modify California Drive between Broadway and Murchison drive from a two-lane roadway (one lane in each direction) with an on-street parking on one side into a two-lane roadway with Class II and Class III bicycle facilities. Project work would include removal of existing lane striping and signage, installation of new lane striping and signage, new marked crosswalks, and minor concrete work around existing storm drainage inlets.

Special Provisions, Specifications and Plans, including prevailing wage rates to be paid in compliance with Section 1773.2 of the California Labor Code and related provisions, may be inspected in the office of the City Engineer during normal working hours at City Hall, 501 Primrose Road, Burlingame, California, and are also available for review at the State of California Department of Industrial Relations' Web site.

A non-mandatory pre-bid meeting associated with this project will be held on Tuesday, June 19, at 10AM, at City Hall, 501 Primrose Road – Conference Room B, Burlingame, California.

The Contractor shall possess a Class A license prior to submitting a bid.

No contractors and subcontractor may be listed on the bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.5(a)].

All contractors and subcontractors will be required to furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

All work specified in this project, shall include the base bid and alternate bids (if shown in Proposal), and shall be completed within **45 of Working Days (WD) (forty-five working days)** from date of the Notice to Proceed.

DATE OF POSTING: 06/11/18

Michael Tsai.
Transportation Engineer

INSTRUCTIONS TO BIDDERS

CALIFORNIA DRIVE COMPLETE STREETS PROJECT
CITY PROJECT NO. 84540

Proposals shall be submitted in accordance with the Special Provisions and these Instructions.

General Instructions

- A. Bids shall be made upon the form provided, properly executed and with all items completed. All signatures shall be in longhand.
- B. Bids shall not be unbalanced. Any apparent unbalancing of bids may be considered sufficient grounds for rejection of a proposal.
- C. A proposal shall cover all items of the bidding schedule. Blank spaces in the bid shall be properly filled in, and the wording thereof must not be changed. Additions shall not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to a proposal may cause its rejection. Alterations by erasures or interlineation shall be explained or noted in the bid over the signature of the bidder.
- D. Late bids will be returned to the bidder unopened.
- E. Each bid shall be addressed to the City Clerk of the City of Burlingame and shall be delivered to the office of the City Clerk of the City of Burlingame, 501 Primrose Road, Burlingame, California 94010, on or before the day and time set for the opening of bids. The bid shall be enclosed in a sealed envelope bearing the title of the project, the name of the bidder, and the date and time of the opening. It is the sole responsibility of the bidder to ensure that the bid is received in proper time at the office of the City Clerk.
- F. Cash deposits for Plans and Specifications will not be refunded.

Licensure

All bidders shall have the class of license(s) listed in the Notice Inviting Sealed Bids prior to submitting a bid.

Bidder's Bond

Each bid must be accompanied by cash, a certified or cashier's check, or a bidder's bond in the sum of not less than ten percent (10%) of the total aggregate of the bid, and such a check or bond shall be made payable to the City of Burlingame as set forth in Section 3 of the Special Provisions. If the successful bidder fails to file the bonds or to provide the insurance required by the Contract Documents or refuses to enter into a contract within the specified time, it shall be liable for any difference by which the cost of procuring the work exceeds the amount of its bid and the bond or the amount of cash or check shall be available to offset such difference.

Examination of Plans, Specifications and Site Work

Before submitting a bid, each bidder shall carefully read the Specifications and all other Contract Documents. The bidder shall visit the site of the Project and shall fully inform itself as to all existing conditions and limitations under which the work is to be performed, and it shall include in its bid a sum to cover the cost of all items necessary to perform the work as set forth in the Contract Documents. No allowance of any kind whatsoever will be made to any bidder because of lack of such examination or knowledge. The submission of a bid shall be conclusive evidence that the bidder has made such an examination. *Bidders shall report any discrepancies in the field conditions or Contract Documents that they discover to the City before bids are opened.*

Competency of Bidder

Any bidder may be required to furnish evidence satisfactory to City that it and its proposed subcontractors have sufficient means and experience in the type of work called for to insure completion of the contract in a satisfactory manner.

Withdrawal of Bid

Any bidder may withdraw its bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

Award or Rejection of Bids

The Contract, if awarded, will be awarded to the lowest responsible bidder subject to City's right to reject any or all bids and to waive informalities to the fullest extent provided by law in the bids.

Withdrawal of Bids after Opening

No bidder may withdraw its bid for a period of sixty (60) calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the City during this period.

Execution of Agreement

The successful bidder, as Contractor shall, within ten (10) calendar days after notice of award, execute and deliver to City one original and one counterpart of the Agreement, which is included in the Contract Documents.

Performance Bond, Labor and Material persons Bond, Deposit of Securities

At or prior to the delivery of the signed Agreement, Contractor shall deliver to the City a Faithful Performance Bond and a Contractor's Payment (Labor and Materials) Surety Bond, as are required by the Special Provisions. All bonds shall be in the general forms designated by City, and each shall be in an amount equal to one hundred percent (100%) of the contract price. All bonds shall be approved by the City Attorney before the successful bidder may proceed with the work. Failure or refusal to furnish bonds in the form satisfactory to the City Attorney shall subject the bidder to penalties for delay in commencement of the work or revocation of the award of contract.

Pursuant to Section 22300 of the California Public Contract Code, the Contractor will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the City, as provided in the Special Provisions.

Insurance

At or prior to the delivery of the signed Contract Agreement, Contractor shall deliver to the City the policies of insurance and certificates and endorsements that are required by the Special Provisions. Failure or refusal to furnish insurance policies or certificates in the form satisfactory to the City Attorney shall subject the bidder to penalties for delay in commencement of the work or revocation of the Award of Contract. All policies,

endorsements, and certificates of insurance shall be approved by the City Attorney before the successful bidder may proceed with any work.

Interpretation of Drawings and Documents Prior to Bidding

If any potential bidder is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, or finds discrepancies in, or omissions from the Plans or Specifications, it may submit to the City Engineer a written request for an interpretation or correction thereof not later than five working days before the date bids will be opened. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum. Bidders shall confirm the existence of any and all addenda. The City will not be responsible for any other explanation or interpretation of the Contract Documents.

Addenda

Addenda issued during the time of bidding shall become a part of the documents furnished to bidders for the preparation of bids, shall be covered in the bids and shall be made a part of the Contract Documents. Each bid shall include specific acknowledgement in the space provided of receipt of all Addenda issued during the bidding period. Failure to do so may result in the bid being rejected and labeled as nonresponsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions. It is the responsibility of the Contractor to contact the City to determine the existence of any and all addenda.

Bidders Interested in More than One Bid

No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

Special Notice

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now performed, and, so far as possible, the successful bidder must employ such methods and means in carrying out his/her work as will not cause any interruption or interference with any other Contractor.

List of Subcontractors

Bidders shall submit a list of their proposed subcontractors in compliance with Sections 4100-4113 of the Public Contract Code of the State of California. A form for this designation is furnished in the Contract Documents.

Additional Sureties

If at any time during the continuance of the contract the Sureties, or any of them, shall, in the opinion of City, be no longer responsible, the City shall have the right to require additional and sufficient Sureties which Contractor shall furnish to the satisfaction of City within ten (10) working days after notice.

Definition of Contract Documents

The term "Contract Documents" is defined in section 1.03 Definitions and Terms of the Special Provisions and in the AGREEMENT FOR PUBLIC IMPROVEMENT. The submission of any bid shall be deemed a thorough and complete understanding of all provisions of the Contract Documents.

Business License

All Contractors, whether they are general Contractors or subcontractors, who transact or carry on business in the City, shall acquire a Business License in conformance with the Burlingame Municipal Code.

Wages

Workers employed in the work must be paid at rates at least equal to the then current prevailing wage scale as determined by the State Director of the Department of Industrial Relations. A copy is on file in the City Department of Public Works, and is also available for review at the State of California Department of Industrial Relations' web site at www.dir.ca.gov/DLSR/PWD.

Pursuant to Labor Code Section 1770 *et. seq*, any Contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft or classification most closely related to it as shown in the general determinations effective at the time of the calls for bids.

Unit Prices

Because unit prices are key elements of bid award and contract administration, in case of discrepancy between the unit price and the total set for a unit basis item, the unit price shall prevail. If, however, the unit price is omitted, ambiguous, unintelligible, or uncertain for any reason, or if it is the same amount as set forth in the “Total” column, then the amount set forth in the “Total” column for the item shall prevail and shall be divided by the estimated quantity to determine the unit price.

GENERAL

CALIFORNIA DRIVE COMPLETE STREETS PROJECT
CITY PROJECT NO. 84540

TO THE CITY OF BURLINGAME, CALIFORNIA: _____, 20____

Pursuant to the foregoing Notice to Contractors, the undersigned bidder herewith submits its proposal on the Bid Form, Designation of Subcontractors, and Statement of Experience Qualifications, Non-Collusion Declaration, and Statement under Public Contract Code Section 10285.1 attached hereto and made a part hereof, and binds itself on award by the City of Burlingame under this proposal to execute in accordance with such award, a contract, of which this Proposal and the Notice to Contractors, Instructions to Bidders, Special Provisions, Standard Specifications, and Plans and Specifications are hereby made a part of this Proposal and all provisions thereof are hereby accepted.

In submitting this proposal, the bidder has confirmed the existence of any and all addenda and accepts the changes to the contract included in all addenda.

The bidder further agrees that in case of its default in executing the Contract Documents, and providing the required bonds and insurance, the cash, check or Bidder's Bond, accompanying its proposal and the money payable thereon shall be and remain the property of the City of Burlingame, as provided in the Instructions to Bidders and the Special Provisions.

Company name: _____

(Corporate Seal)

Signature _____

Address _____

Contractor's license number: _____

Contractor's telephone no. _____

Contractor's facsimile no. _____

CALIFORNIA DRIVE COMPLETE STREETS PROJECT

If a corporation, organized under the laws of the state of: _____,

Nature of firm (corporation, partnership, etc.) and names of individual members of the firms, or names and titles of officers of the corporation:

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

Name _____ Title _____

DESIGNATION OF SUBCONTRACTORS

(Public Contract Code Sections 4100 *et seq.*)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL
CALIFORNIA DRIVE COMPLETE STREETS PROJECT
CITY PROJECT NO. 84540

As a bidder on the above-entitled project, the undersigned hereby designates the subcontractors that will perform work or labor or render services to the Contractor in or about the construction of the project in an amount in excess of one-half (1/2) of one percent (1%) of the Contractor's total bid or \$10,000 whichever is greater.

The undersigned understands and agrees that should it fail to specify a subcontractor for any portion of the work as above stated, it agrees that the undersigned is fully qualified to perform that portion of the work itself, and that it shall perform that portion itself. Penalties for failure to comply with this provision are provided in the Subletting and Subcontracting Fair Practices Act commencing with Section 4100 of the Public Contract Code.

Pursuant to Public Contract Code Section 6109, Contractor shall not allow or permit any subcontractor that is ineligible to perform work on a public works project pursuant to Labor Code Section 1777.1 or 1777.7, to perform any work on this Project.

The undersigned agrees that it shall not, without written consent of the City Council, make any substitution, assignment or sublet to or of the following list of subcontractors which is made a part of this proposal and then only after compliance with the provisions of the Subletting and Subcontracting Fair Practices Act. [ATTACH ADDITIONAL PAGES IF NECESSARY]

LIST OF SUBCONTRACTORS

NAME OF SUBCONTRACTOR	ADDRESS OF SUBCONTRACTOR	<u>STATE</u> <u>CONTRACTORS</u> <u>LICENSE #</u>	DIR REGISTRATION #	WORK TO BE DONE BY SUBCONTRACTOR

NAME OF BIDDER: _____

Signature: _____

STATEMENT OF EXPERIENCE QUALIFICATIONS
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL
CALIFORNIA DRIVE COMPLETE STREETS PROJECT
CITY PROJECT NO. 84540

The following statement as to experience qualifications of the bidder is submitted in conjunction with the Proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Bidder.

The bidder has been engaged in the contracting business, under the present business name, for _____ years. Experience in work of a nature similar to that covered in the proposal extends over a period of _____ years.

The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to it, except as follows:

The following contracts have been satisfactorily completed in the last three years for the persons, firm or authority indicated, and to whom reference is made:

YEAR	TYPE OF WORK PROJECT NAME	CONTRACT AMOUNT	LOCATION	FOR WHOM PERFORMED	CONTACT NAME AND PHONE NO.

CALIFORNIA DRIVE COMPLETE STREETS PROJECT

The following is a list of plant and equipment owned by the bidder, which is definitely available for use on the proposed work as required:

QUANTITY	NAME, TYPE, CAPACITY	CONDITION	LOCATION

NAME OF BIDDER: _____

Signature: _____

NON-COLLUSION DECLARATION

(PUBLIC CONTRACT CODE SECTION 7106)

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL

CALIFORNIA DRIVE COMPLETE STREETS PROJECT

CITY PROJECT NO. 84540

I, _____, declare under penalty of perjury that I am (sole owner, partner, president, etc.) of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or 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.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at _____.
(City, State)

Dated: _____

NAME OF BIDDER: _____

Signature _____

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
CALIFORNIA DRIVE COMPLETE STREETS PROJECT
CITY PROJECT NO. 84540

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

[NOTE: THE BIDDER MUST PLACE A CHECK MARK AFTER "HAS" OR "HAS NOT" IN ONE OF THE BLANK SPACES ABOVE.]

The above Statement is part of the Proposal. Bidders are warned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at _____.
(City, State)

Dated: _____

NAME OF BIDDER: _____

Signature _____

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID PROPOSAL

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?

No _____ Yes _____

If the answer is yes, explain the circumstances below:

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at _____.
(City, State)

Dated: _____

NAME OF BIDDER: _____

Signature _____

Public Contract Code 10232 Statement

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

I declare under penalty of perjury that the foregoing is true and correct and this was executed on the date shown below at _____.
(City, State)

Dated: _____

NAME OF BIDDER: _____

Signature _____

BID SHEET

CALIFORNIA DRIVE COMPLETE STREETS PROJECT
CITY PROJECT NO. 84540

BID SCHEDULE:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
1	Mobilization & Demobilization (@ 5% of Items 3-23)	1	LS		
2	Traffic Control System	1	LS		
3	Remove Thermoplastic Striping	12,400	LF		
4	Remove Pavement Markings	81	EA		
5	Replace Catch Basin Grate (East and West Side)	9	EA		
6	Adjust Catch Basin Apron, Curb/Gutter/Pavement (East Side)	9	EA		
7	Install Single Sign and Post	13	EA		
8	Install Multiple Signs on Post	5	EA		
9	Double Yellow Stripe	7,200	LF		
10	8" White Stripe	630	LF		
11	6" Bike Lane Stripe	17,200	LF		
12	6" Dashed Bike Lane Stripe	1,300	LF		
13	4" Stripe	600	LF		
14	12" White Stripe	780	LF		
15	Continental Crosswalk Marking	1,500	SF		
16	Yield Line Pavement Marking	2	EA		
17	Bicycle Lane Pavement Marking	55	EA		
18	Bicycle Boulevard Pavement Marking	7	EA		
19	Shared Roadway Bicycle Pavement Marking	23	EA		
20	STOP Pavement Marking	4	EA		
21	Arrow Markings	27	EA		
22	Door Zone Markings	58	EA		
23	In Lane Word Markings	150	SF		
24	Green Pavement Marking)	7,300	SF		

**TOTAL
 BID**

The lowest responsive and responsible bidder will be determined on the basis of the lowest Total Bid amount.

BIDDING CONTRACTOR'S SIGNATURE: _____

BIDDING CONTRACTOR'S NAME: _____

 CONTRACTOR'S LICENSE NUMBER

 EXPIRATION DATE

 CONTRACTOR'S ADDRESS

CONTRACTOR'S TELEPHONE NO.

DATE

AGREEMENT FOR PUBLIC IMPROVEMENT
CALIFORNIA DRIVE COMPLETE STREETS PROJECT
CITY PROJECT NO. 84540

THIS AGREEMENT, made in duplicate and entered into in the City of Burlingame, County of San Mateo, State of California on _____, 2018 by and between the CITY OF BURLINGAME, a Municipal Corporation, hereinafter called "City", and _____, a [State of incorporation] [Corporation or other form of business], hereinafter called "Contractor."

WITNESSETH:

WHEREAS, City has taken appropriate proceedings to authorize construction of the public work and improvements herein provided for and to authorize execution of this Contract; and

WHEREAS, pursuant to State law and City requirements, a notice was duly published for bids for the contract for the improvement hereinafter described; and

WHEREAS, on _____, after notice duly given, the City Council of Burlingame awarded the contract for the construction of the improvements hereinafter described to Contractor, which the Council found to be the lowest responsive, responsible bidder for these improvements; and

WHEREAS, City and Contractor desire to enter into this Agreement for the construction of said improvements.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. Scope of work.

Contractor shall perform the work described in those Contract Documents entitled: CALIFORNIA DRIVE COMPLETE STREETS PROJECT, CITY PROJECT NO. 84540.

2. The Contract Documents.

The complete contract between City and Contractor consists of the following documents: this Agreement; Notice Inviting Sealed Bids, attached hereto as Exhibit A; the accepted Bid Proposal, attached hereto as Exhibit B; the specifications, provisions, addenda, complete plans, profiles, and detailed drawings contained in the bid

documents titled "California Drive Complete Streets Project, City Project No. 84540" attached as Exhibit C; the State of California Standard Specifications 2010, as promulgated by the California Department of Transportation; prevailing wage rates of the State of California applicable to this project by State law; and all bonds; which are collectively hereinafter referred to as the Contract Documents. All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents, which are hereby incorporated as if fully set forth herein. All of the above described documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

3. Contract Price.

The City shall pay, and the Contractor shall accept, in full, payment of the work above agreed to be done, the sum of _____ dollars (\$_____), called the "Contract Price". This price is determined by the lump sum and unit prices contained in Contractor's Bid. In the event authorized work is performed or materials furnished in addition to those set forth in Contractor's Bid and the Specifications, such work and materials will be paid for at the unit prices therein contained. Said amount shall be paid in progress payments as provided in the Contract Documents.

4. Termination

At any time and with or without cause, the City may suspend the work or any portion of the work for a period of not more than 90 consecutive calendar days by notice in writing to Contractor that will fix the date on which work will be resumed. Contractor will be granted an adjustment to the Contract Price or an extension of the Time for Completion, or both, directly attributable to any such suspension if Contractor makes a claim therefor as provided in the Contract Documents.

The occurrence of any one or more of the following events will justify termination of the contract by the City for cause: (1) Contractor's persistent failure to perform the work in accordance with the Contract Documents; (2) Contractor's disregard of Laws or Regulations of any public body having jurisdiction; (3) Contractor's disregard of the authority of the Engineer; or (4) Contractor's violation in any substantial way of any provision of the Contract Documents. In the case of any one or more of these events, the City, after giving Contractor and Contractor's sureties seven calendar days written notice of the intent to terminate Contractor's services, may initiate termination

procedures under the provisions of the Performance Bond. Such termination will not affect any rights or remedies of City against Contractor then existing or that accrue thereafter. Any retention or payment of moneys due Contractor will not release Contractor from liability. At the City's sole discretion, Contractor's services may not be terminated if Contractor begins, within seven calendar days of receipt of such notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 calendar days of such notice.

Upon seven calendar days written notice to Contractor, City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract for City's convenience. In such case, Contractor will be paid for (1) work satisfactorily completed prior the effective date of such termination, (2) furnishing of labor, equipment, and materials in accordance with the Contract Documents in connection with uncompleted work, (3) reasonable expenses directly attributable to termination, and (4) fair and reasonable compensation for associated overhead and profit. No payment will be made on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

5. Provisions Cumulative.

The provisions of this Agreement are cumulative and in addition to and not in limitation of any other rights or remedies available to the City.

6. Notices.

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notices required to be given to the City shall be addressed as follows:

Mr. Andrew Wong
Senior Engineer
City of Burlingame
501 Primrose Road
Burlingame, California 94010

Notices required to be given to Contractor shall be addressed as follows:

Name
Company Name
Address

7. Interpretation

As used herein, any gender includes the other gender and the singular includes the plural and vice versa.

8. Waiver or Amendment.

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the City and the Contractor. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

9. Controlling Law.

This Agreement is to be governed by and interpreted in accordance with the laws of the State of California.

10. Successors and Assignees.

This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto but may not be assigned by either party without first obtaining the written consent of the other party.

11. Severability.

If any term or provision of this Agreement is deemed invalid, void, or unenforceable by any court of lawful jurisdiction, the remaining terms and provisions of the Agreement shall not be affected thereby and shall remain in full force and effect.

12. Indemnification.

Contractor shall indemnify, defend, and hold the City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the actual or alleged negligence, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify City

shall be limited to that allowed by state law. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

IN WITNESS WHEREOF, two identical counterparts of this Agreement, consisting of five pages, including this page, each of which counterparts shall for all purposes be deemed an original of this Agreement, have been duly executed by the parties hereinabove named on the day and year first hereinabove written.

CITY OF BURLINGAME,
a Municipal Corporation

"CONTRACTOR"

By _____
Lisa K. Goldman, City Manager

By _____
Print Name:
Company Name:

Approved as to form:

Kathleen Kane, City Attorney

ATTEST:

Meaghan Hassel-Shearer, City Clerk

CITY OF BURLINGAME

DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

FOR

**CALIFORNIA DRIVE COMPLETE STREETS PROJECT
CITY PROJECT NO. 84540**

GENERAL CONDITIONS

SECTION 1. DEFINITIONS AND TERMS

1.01 General

The following shall be added to Standard Specifications Section 1-1.01:

The work contemplated herein shall be done in accordance with these Specifications as defined in the Special Provisions Section 1.03, and the Municipal Code of the City of Burlingame, insofar as the same may apply and in accordance with the following Special Provisions.

In the 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.

1.02 Abbreviations

Abbreviations of the Standard Specifications shall be amended to include the following:

AIA	American Institute of Architects
APWA	American Public Works Association
ASA	American Standard Association
CSI	Construction Specifications Institute
IAMPO	International Association of Mechanical & Plumbing Officials
ICBO	International Conference of Building Officials
UBC	Uniform Building Code
UPC	Uniform Plumbing Code

1.03 Definitions and Terms

The definitions in Standard Specifications Section 1-1.07B are amended as follows:

As used herein, unless the context otherwise requires, the following terms have the following meanings:

Agency: The legal entity for which the work is being performed.

Authorized Laboratory: The laboratory authorized by the Engineer to test materials and work involved in the contract.

Contract Documents: The Contract Documents shall include the complete contract between City and Contractor, which shall consist of the following documents: the Agreement and Notice Inviting Sealed Bids; the accepted Bid Proposal; the specifications, provisions, addenda, complete plans, profiles, and detailed drawings contained in the bid documents entitled "South Rollins Road Utility Improvements – Phase 1, City Project No. 83520"; the State of California Standard Specifications 2010, as promulgated by the California Department of Transportation; prevailing wage rates of the State of California applicable to this project by State law; and all bonds. All rights and obligations of City and Contractor are fully set forth and described in the Contract Documents, which are hereby incorporated as if fully set forth herein. All of the above described documents are intended to cooperate so that any work called for in one, and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. In case of any inconsistencies among the various documents, the Agreement shall prevail.

Contract Acceptance: The formal written contract acceptance of an entire contract by the City Council at a regularly scheduled meeting, recorded in the County of San Mateo Recorder's Office, titled "Notice of Completion," signed by an authorized official of the City of Burlingame, which has been completed in all respects in accordance with the plans and specifications and any modification thereof previously approved.

City: The City of Burlingame, State of California.

Department: The Department of Public Works of the City of Burlingame.

Director: The Director of Public Works of the City of Burlingame, California.

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

Inspector: An inspector employed or retained by the City to perform inspection during construction of the work under the direction of the Director.

Legal Holiday: A holiday as specified in Section 5.04 of these Special Provisions.

Owner: The City of Burlingame, a political subdivision of the State of California.

Plans: Standard plans, revised standard plans and project plans.

1. **Project plans:** Drawings specific to the project, including authorized shop drawings.
2. **Standard plans:** *2015 California Department of Transportation Standard Plans, City of Burlingame Standard Details*, and any other local agency or district standard plans or details referenced in project plans.

The California Department of Transportation standard plans are available at:

http://www.dot.ca.gov/hq/esc/oe/construction_standards.html

The City of Burlingame Standard Details are available at:

https://www.burlingame.org/departments/public_works/city_standard_details.php

Specifications: Standard specifications, and special provisions, as follows:

1. **Special Provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions* of this bid book titled *Notice to Bidders/Proposal and Agreement/Special Provisions*.

2. **Standard Specifications:** Specifications standard to City construction projects. These specifications are in a book titled State of California Department of Transportation *Standard Specifications 2015* (Standard Specifications or SS). These standard specifications are available at:

http://www.dot.ca.gov/hq/esc/oe/construction_standards.html

Any reference therein to the State of California or a State agency, office or officer, acting under the Standard Specifications shall be interpreted to refer to the City or its corresponding agency, office or officer acting under this contract.

State: In references where context applies to "State" as the owner of the Project, the City of Burlingame.

Supplementary General Conditions: The part of the Contract Documents that makes additions, deletions, or revisions to these General Conditions.

Technical Specifications: Those portions of the Contract Documents consisting of the written technical descriptions of products and execution of the Work.

Work: The entire completed construction required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

*** END OF SECTION ***

SECTION 2. BIDDING

2.01 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 it shall observe in the preparation of the proposal form and the submission of the bid.

The following Sections in the Standard Specifications are deleted:

- 2-1.15, "Disabled Veterans Business Enterprises".
- 2-1.18, "Small Business and Non-small Business Subcontracting Preferences".
- 2-1.27, "California Companies"

2.02 Subcontractor List

Standard Specifications Section 2-1.10, "Subcontractor List," is replaced by the following:

2-1.10 SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number
4. Portion of work it will perform.

2.03 Proposal Pages

Standard Specifications Section 2-1.33, "Bid Document Completion" is amended to provide that the bid documents shall include the required proposal pages or copies thereof completed and signed, including Proposal to the City of Burlingame, Designation of Subcontractors, Experience Qualifications, Non-Collusion Declaration, Public Contract Code Compliance Statement and Questionnaire, and Bid Sheet in these Special Provisions.

2.04 Compliance Statement

The Contractor shall complete a statement indicating compliance with Public Works Contracts Code Section 10285.1 and Public Contract Code Section 10162 Questionnaire. These documents shall be completed and included in the Proposal.

2.05 Bidder's Security

Standard Specifications Section 2-1.34, "Bidder's Security" is replaced with the following:

CALIFORNIA DRIVE COMPLETE STREETS PROJECT

If Contractor's bid is greater than \$25,000, a Contractor shall submit bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cashier's check
2. Certified check
3. Signed bidder's bond by an admitted surety insurer

A sample bid bond is provided at the end of this Section.

Bidders shall submit a cashier's check, a certified check, or a bidder's bond to the City before the bid opening time. The bidder's security shall be made payable to the City of Burlingame.

*** END OF SECTION ***

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____ we,
as _____ Principal, and

_____ as Surety, are held and firmly bound unto the City of Burlingame, a municipal corporation of the State of California (hereinafter called "City") in the penal sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to the City for the work described below, for the payment of which sum in lawful money of the United State, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ (\$_____)

Dollars.

The condition of this obligation is such that a bid to the City for certain construction specifically described as follows, for which bids are to be opened on _____, _____, 20____, at ____:_____, has been submitted by Principal to City:

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day of _____, 20 ____.

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

_____(Seal)

NOTE: Attach notary acknowledgment for signatures of those executing for Principal and Surety

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3.01 General

The bidder's attention is directed to the provisions of Standard Specifications Section 2, "Bidding," and Section 3 "Contract Award and Execution", and to "Proposal Requirements and Conditions," of these Special Provisions for the requirements and conditions concerning award and execution of the contract, with the following clarifications, changes and additions.

The second paragraph of Standard Specifications Section 3-1.02A, "General," is replaced with the following:

In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentagewise the unit price or item total in the Agency's Engineer Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Cents symbols also have no significance in establishing any unit price or item total because all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

Standard Specifications Section 3-1.02B, "Tied Bids," is replaced with:

3-1.02B Tied Bids

The Department breaks a tied bid with a coin toss.

Standard Specifications Sections 3-1.08, "Small Business Participation Report," and 3-1.11, "Payee Data Record," are deleted.

3.02 Award of Contract

To the fullest extent provided by law, the City reserves the right to waive any irregularities and/or informalities in any bid received.

The award of the contract, if it be awarded, will be to the lowest responsive and responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within forty-five (45) days after the opening of the proposals. If the lowest responsive bidder refuses or fails to execute the contract, the City may award the contract to the second lowest responsive and responsible bidder. Such award, if made, will be made within sixty (60) days after the opening of proposals. If the second lowest responsive bidder refuses or fails to execute the contract, the City may award the contract to the third lowest responsive and responsible bidder. Such award, if made, will be made within seventy-five (75) days after the opening of the proposals. The periods of time specified above within which the award of contract may be made shall be subject to extensions for such further periods as may be agreed upon in writing between the City 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.

3.03 Contract Bonds

Standard Specifications Section 3-1.05, "Contract Bonds (Pub Cont Code Sections 10221 and 10222)," is replaced with the following:

The surety or sureties on all bonds furnished must be approved by the City. Any modifications or alteration made in the plans or specifications shall not operate to release any surety from liability on any bond or bonds herein required to be given. All contract bonds shall be payable to the City of Burlingame and shall reference the project name and number.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

(a) Faithful Performance Bond

Contractor shall provide, at the time of the execution of the contract for the work, and at its 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 the contract.

(b) Contractor's Payment (Labor and Materials) Surety Bond

Contractor shall also provide, at the time of the execution of the contract for the work, and at its 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 this contract; a sample is attached at the end of this section.

(c) Maintenance Bond

The Contractor shall furnish a Corporate Surety Maintenance Bond for faulty workmanship and materials in the amount of ten percent (10%) of the total contract cost. This bond shall be for the term of one year after completion and acceptance of the work and shall be delivered to the Engineer before acceptance of the contract.

3.04 Agreement Execution

The Contractor shall sign and return the contract agreement and furnish required bonds and insurance certificates within ten (10) working days after the date of the letter of Notice of Contract Award. If the insurance and bonds are not provided within this time period, the City may proceed to declare the bid bond forfeited and award the bid to another bidder.

3.05 Return of Proposal Guaranties

Bidders' attention is directed to Standard Specifications Section 3-1.19, "Bidders' Securities."

3.06 Insurance

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW AND IN STANDARD SPECIFICATIONS SECTIONS 3-1.07, "INSURANCE POLICIES," and 7-1.06, "INSURANCE."

IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT OR THE AWARD MAY BE REVOKED AND SUFFER LOSS OF BID BOND.

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, Contractor's agents, representatives,

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

Standard Specifications Section 7-1.06, "Insurance," is amended to include the following:

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) 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 GC 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
- (3) Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

(b) Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

(c) Deductibles and Self-insured Retentions

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

(d) Other Insurance Provision

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

(1) General Liability and Automobile Liability Coverages

- (A) The City of Burlingame, its officers, 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, occupied 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 of Burlingame, its officers, officials, employees, or volunteers. The endorsement providing this additional insured coverage shall be equal to or broader than ISO Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors.
- (B) The Contractor's insurance coverage shall be primary insurance as respects the City of Burlingame, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Burlingame, its officers, officials, employees, or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it.
- (C) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Burlingame, its officers, officials, employees, or volunteers.
- (D) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the City of Burlingame.

(3) All Coverages

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

(e) Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and be authorized to conduct business with regard to the proffered lines of insurance in the State of California.

(f) Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements effecting 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 approved by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, 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.

*** END OF SECTION ***

CONTRACTOR’S PAYMENT (LABOR AND MATERIALS) SURETY BOND

Sample

WHEREAS, the City Council of the City of Burlingame, State of California (“City”) and _____, (hereinafter designated as "Principal") have entered into an agreement dated _____, and identified as _____ (“Agreement”), which is hereby referred to and made a part here of, whereby Principal agrees to install and complete certain designated public improvements; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment surety bond with City to secure the claims to which reference is made in Titles 1 and 3 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, Principal and _____, as Surety, incorporated under the laws of the State of _____, and duly authorized to transact business as an admitted surety, under the Laws of the State of California, are held and firmly bound unto City in the penal sum of _____ dollars (\$_____), this amount being not less than one hundred percent of the total amount payable by the terms of the Agreement per Civil Code section 9554, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if Principal, Principal’s subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons, companies, or corporations, referred to in Section 9100 of the California Civil Code, as amended, with respect to any work of labor performed or materials supplied by any such persons, companies, or corporations, which work, labor, or materials are covered by the above-mentioned agreement and any amendments, changes, change order, additions, alterations, or modifications thereof, or any amounts due under the California Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, as amended, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, the Surety will pay reasonable attorney’s fees in an amount to be fixed by the court.

It is hereby expressly stipulated and agreed that this surety bond shall inure to the benefit of any and all persons, companies, and corporations entitled named in Section 9100 of the California Civil Code, as amended, so as to give a right of action to them or their assigns in any suit brought upon this surety bond.

The Surety hereby stipulates and agrees that no amendment, change, change order, addition, alteration, or modifications to the terms of the agreement of the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this surety

bond, and it does hereby waive notice of any such amendment, change, change order, addition, alteration, or modification to the terms of the agreement or to the work performed thereunder or to the specifications accompanying the same. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849.

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

PRINCIPAL SURETY

By: _____

By:

Address

NOTE: Attach notary acknowledgement for signatures of those executing for Principal and Surety

FAITHFUL PERFORMANCE BOND

Sample

WHEREAS, the City Council of the City of Burlingame, State of California, and _____ (herein designated as “Principal”) have entered into an Agreement whereby Principal agrees to construct and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as **PROJECT #** _____, is hereby referred to and made a part hereof: and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond of the faithful performance of said Agreement.

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

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

Principal and Surety further agree that upon City’s final acceptance of the work, ten percent (10 %) of this bond shall remain in effect to guarantees the repair and/or replacement of defective materials and/or workmanship, one years after City’s final acceptance of the work.

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

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

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

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

PRINCIPAL

SURETY

By:_____

By:_____

Address

Address

NOTE: Attach notary acknowledgement for signatures of those executing for Principal and Surety.

SECTION 4. SCOPE OF WORK

4.01 General

Attention is directed to Standard Specifications Section 4, "Scope of Work," and these Special Provisions.

4.02 Value Engineering

The last paragraph of Section Standard Specifications 4-1.07C, "Value Analysis Workshop." is replaced with:

The Contractor will be responsible for all workshop costs. The City will not reimburse Contractor for any associated costs with conducting a value analysis workshop.

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

4.03 Increases of More than Twenty-Five Percent (25%) of Engineer's Estimate

The last paragraph in Standard Specifications Section 9-1.06B, "Increases of More Than Twenty-Five Percent," is amended to read as follows:

"When the compensation payable for the number of units of an item of work performed in excess of 125 percent of the Engineer's Estimate, is less than \$5,000 at the applicable contract unit price, the Engineer reserves the right to make no adjustment in said price if the Engineer so elects, except that an adjustment may be made if requested in writing by the Contractor.

It is the Contractor's responsibility to continually analyze and apply the estimated quantities provided in the Contract and to use the knowledge gained from site visits, construction, and professional experience, to update the estimated quantities as the work progresses. If and when the Contractor reaches seventy-five percent (75%) of the estimated quantities of materials required for any portion of the work as specified in the Plans and Specifications and has any reasonable belief that the Contractor will be required to exceed those estimated quantities by more than ten percent (10%), the Contractor shall provide written notice to the Engineer of the possibility and the estimated quantities required to complete the work. If the Contractor fails to provide that written notice before delivering materials in excess of the originally estimated quantities, the Contractor shall not be entitled to any additional compensation or payment for the additional work or materials needed for the additional materials above one hundred and ten percent (110%), but nevertheless shall be required to complete the work."

4.04 Changes Initiated by the City

The City reserves the right to change the scope of this contract to accommodate budget constraints. The City shall have full authority and discretion to determine the decrease or increase in quantities required as well as the sub-projects that will be altered, added, or deleted. The Contractor shall not be entitled to any additional compensation or adjustment in the unit prices bid because of the above-stated rights.

*** END OF SECTION ***

SECTION 5. CONTROL OF WORK

5.01 General

The control of the work shall be in conformance with Standard Specifications Section 5, "Control of Work", except as herein amended.

The following sections in the Standard Specifications are deleted:

- Section 5-1.09, "Partnering"
- Section 5-1.13C, "Disabled Veteran Business Enterprises"
- Section 5-1.13D, "Non-Small Businesses"
- Section 5-1.27E "Change Order Bills"
- Section 5-1.43E "Alternative Dispute Resolution"

5.02 Coordination and Interpretation of Plans, Specifications and Special Provisions

Standard Specifications Section 5-1.02, "Contract Components," is replaced with the following:

5-1.02 CONTRACT COMPONENTS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

1. The governing ranking of Contract parts in descending order is:
 - 1.0 Proposal, and Agreement
 - 1.1 Supplementary General Conditions of the Special Provisions
 - 1.2 General Conditions of the Special Provisions
 - 1.3 Technical Specifications of the Special Provisions
 - 1.4 Project plans
 - 1.5 City of Burlingame Standard Details
 - 1.6. Standard Specifications
 - 1.7 (State) Standard Plans
 - 1.8 Supplemental project information
2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A specification in a section governs over a specification referenced by that section

In the event of a discrepancy between units shown on plans, in the special provisions and in the proposal, the units shown in the proposal shall govern.

If a discrepancy is found or confusion arises, submit an RFI.

5.03 Superintendence

Standard Specifications Section 5-1.16, "Representative," is amended to include the following:

The Contractor's representative shall be available to personally talk to the Engineer within any eight (8) hour period when work is being performed on the project. A telephone number for such purpose shall be given to the Engineer at the start of the project.

The Contractor shall furnish to the Engineer the telephone number of a representative or answering service which will be responsible for responding to emergency calls (e.g., barricade replacement) from the Engineer during non-scheduled working hours.

If the Contractor fails to respond and correct the emergency condition within three (3) hours, and if, in the judgment of the Engineer, correction of the emergency condition should not be deferred until the next regularly scheduled working day, then the Engineer shall have the right to make appropriate arrangements to correct such emergency condition and charge the cost thereof to the Contractor.

5.04 Inspection

The following is added to Standard Specifications Section 5-1.01, "General":

The Contractor shall not perform any work during weekend days or City Holidays without the written permission of the Engineer. A fine of \$5000 per violation will be deducted from the next progress payment should the Contractor perform unauthorized weekend or Holiday work.

The Contractor shall pay for all inspections required to be performed by City employees due to the scheduling of work by the Contractor between 5:00 P.M. and 8 A.M. on weekdays, and anytime on Saturdays, Sundays and City Holidays, and shall include travel time of the inspector.

City holidays are as follows:

- *New Year's Day
- *Martin Luther King's Birthday
- *President's day
- *Memorial Day
- *Independence Day
- *Labor Day
- Columbus Day
- *Veteran's Day
- *Thanksgiving Day
- Day After Thanksgiving
- ½ Day Christmas Eve
- *Christmas Day
- ½ Day New Year's Eve

*Indicates holidays covered by "Construction Hours" restrictions of these Special Provisions Section 7.02.

Contact the City of Burlingame to determine the specific holiday dates for the current calendar year.

Holidays falling on Saturday or Sunday will be observed on Friday or Monday, respectively.

5.05 Payments to Subcontractors

The following is added to Standard Specifications Section 5-1.13A," General,":

The Contractor shall comply with the provisions in Business and Professions Code Section 7108.5 concerning prompt payment to subcontractors.

The Contractor shall furnish a written statement showing all work to be subcontracted, giving the names and addresses of all subcontractors and a description of each portion of the work to be subcontracted. The Designation of Subcontractors statement shall be on the form furnished by the City as part of the Bid documents and shall be considered an integral part of those documents.

Pursuant to Public Contract Code Section 6109, no contractor or subcontractor that is ineligible under Labor Code Section 1777.1 or 1777.7 may bid or work on this project. Any contract entered into between the Contractor and such an ineligible subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on this project, and any public money that may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

5.06 Permits

The Contractor shall obtain all permits, licenses, bonds, pay all charges and fees (including inspection fees); and other authorization required by all affected jurisdictions involved in this job, at its own expense, unless otherwise specified in Supplementary General Conditions of these Special Provisions. The City's issuance of permits shall not relieve the Contractor of its responsibility as described in this section.

City permits, if required, shall have all fees waived, except for City business licenses. All subcontractors performing work within the limits of the City of Burlingame shall also obtain a City Business Licenses in accordance with these Special Provisions Section 5.07, "City Business License."

Compliance with NPDES Permit. The Contractor shall comply with all requirements of the permit and shall not, directly or indirectly, cause a sanitary sewer overflow or prevent the City from complying with the requirements of the permit. Penalties imposed on the City as a result of any discharge violation caused by the actions of the Contractor, or its employees, or subcontractors shall be borne in full by the Contractor, including fines, legal fees, and other expenses to the City resulting directly or indirectly from such discharge violations. The City may recover such sums by deduction from the construction progress payments.

5.07 City Business License

The Contractor and all Subcontractors are required to have City business licenses in accordance with the Burlingame Municipal Code. Business license information is available at <https://www.burlingame.org/index.aspx?page=3307>

5.08 Engineering Submittals

The following shall be added to Standard Specifications Section 5-1.23A, "General:"

Contractor's failure to make submittals in a timely manner will not be a basis for any time extensions and shall count against the Contractor's work days.

5.09 Project Appearance

The following shall be added to Standard Specifications Section 5-1.31, "Job Site Appearance:"

"PROJECT APPEARANCE. The Contractor shall maintain a neat appearance at the job site.

In any area visible to the public, the following shall apply: when practical, broken concrete and debris developed during the clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly, unless otherwise granted by the City.

The Contractor shall furnish portable toilets for workmen and trash bins for all debris from structure construction. All debris shall be placed in trash bins daily. Forms or false work that are to be reused shall be stacked neatly concurrently with their removal. Forms and false work that are not to be reused shall be recycled concurrently with their removal.

5.10 Lines and Grades

Standard Specifications Section 5-1.26, "Construction Surveys," is replaced with the following:

Contractor shall perform all necessary construction surveys. Construction surveys shall be done in accordance with Chapter 12, "Construction Surveys," of the California Department of Transportation's *Survey Manual*.

All work shall be constructed to the lines and grades shown on the contract drawings. Unless authorized by the Engineer, any work done without construction survey line and grade will be done at the Contractor's risk.

5.11 Project Plans

Four (4) full-size sets of the project plans will be supplied to the successful bidder without charge. Additional sets will be supplied at the cost of reproduction.

5.12 Construction Area Lighting

The Contractor shall ensure that all working areas utilized during darkness are lighted to conform to the minimum illumination intensities established by California Division of Occupational Safety and Health Construction Safety Orders. In addition, the Contractor shall ensure that the lighting provides adequate safety to pedestrians in permitted portions of the construction area.

All lighting fixtures shall be mounted and directed in a manner precluding glare to approaching traffic.

5.13 Areas for Contractor's Use

The second and third paragraphs of Standard Specifications Section 5-1.32, "Areas of Use," are replaced with the following:

If no City-owned or City-secured area is designated on the plans for the Contractor's use, the Contractor will be responsible to secure additional staging/stockpiling areas at Contractor's own expense in order to perform the work.

The Contractor shall defend, indemnify, and hold the City harmless for any damage to or loss of materials or equipment in conformance with the indemnification requirements in the City's construction agreement.

5.14 Nonhighway Facilities

Standard Specifications Section 5-1.36D, "Nonhighway Facilities." is amended to include the following:

Unless otherwise permitted by the Engineer, the Contractor shall conduct its operations in a manner which will permit continuous operation of all utility facilities. The Contractor shall contact Underground Services Alert (USA) at 811 or 800-642-2444 at least forty-eight (48) hours before excavation so that underground facilities may be marked in the field. Locations of existing utility mains and utility connections, if shown on the plans, are only approximate. The Engineer assumes no responsibility for accuracy or completeness of said data, which is offered solely for the convenience of the Contractor. If the Contractor finds that a known utility has not marked the job site with either locations or no facilities, Contractor shall be responsible for contacting the utility, or USA regarding the discrepancy before proceeding with work.

Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the plans or in the special provisions. The Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the plans or in the special provisions, the location of their service laterals or other appurtenances and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing work that may damage any of such facilities or interfere with their service.

If the Contractor discovers underground main or trunk lines not indicated on the Plans or in the special provisions, it shall immediately give the Engineer and the Utility Company written notification of the existence of such facilities. Such mains or trunk lines shall be located and protected from damage as directed by the Engineer and the cost of such work will be paid for as extra work as provided in Section 4-1.05. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at its cost and expense.

5.15 Acceptance of Contract

Standard Specifications Section 5-1.46, "Inspection and Contract Acceptance," is amended to include the following:

However, nothing in this Section 5-1.46 shall be construed to relieve the Contractor of full responsibility for correcting or replacing defective work or materials found at any time before the expiration of the one-year maintenance bond required under Section 3.03 of these Special Provisions.

5.16 Availability of Plans

Contractor shall maintain on the job site at a specific location an official set of Contract Documents, readily available at all times to the Engineer or Inspector.

*** END OF SECTION ***

SECTION 6. CONTROL OF MATERIALS

6.01 General

Attention is directed to Standard Specifications Section 6, "Control of Materials," and these Special Provisions.

6.02 City-Furnished Materials

City-furnished materials shall be furnished in conformance to Standard Specifications Section 6-1.02 and as described herein.

The City-furnished materials on this project, if any, are listed in Section 1, "Supplementary General Conditions," of these Special Provisions.

The Contractor shall submit a written request to the Engineer for materials at least forty-eight (48) hours in advance of the date and time of their intended use. The request shall state the quantity and type of each material. Unless otherwise specifically provided in the Special Provisions, City-furnished materials will be stored at the City Corporation Yard at 1361 North Carolan Avenue, Burlingame. Materials will be available for pickup on weekdays, holidays excepted, from 8:00 a.m. to 9:00 a.m. and from 3:30 p.m. to 4:30 p.m.

All City-furnished materials that are not used on the project shall remain the property of the City and shall be returned to the City in as-furnished condition at the locations designated by the Engineer.

Any water use from fire hydrants shall be metered. A cash deposit shall be posted at the City Water Department Office at 501 Primrose Road, Burlingame, California, as assurance that the meter is returned in good condition. Meters shall be obtained from and returned to the Water Department Repair Shop at the City Corporation Yard at 1361 North Carolan Avenue, Burlingame, California. If the meter is returned in good condition, a refund shall be mailed to the Contractor. Contractor shall also pay for the amount of water used. Water drawn from the City-furnished meter shall only be used for this project.

Any damage to the meters while in the Contractor's possession shall be its responsibility and deductions will be made from the deposit for repairs to the meters. Meters must be returned to the City within 10 working days after work is completed and payment made for water used prior to final payment.

6.03 Local Materials

The second paragraph of Standard Specifications Section 6-2.04, "Local Materials," is replaced with the following:

Testing of local materials to be used in the work for compliance with the specifications will be at the Contractor's expense.

6.04 Buy America

Standard Specifications Section 6-2.05, “Buy America,” is deleted, unless this is a federally-funded contract.

6.05 Specific Brand or Trade Name and Substitution

Standard Specifications Section 6-3.02, “Specific Brand or Trade Name and Substitution,” is amended to include the following:

The City Engineer’s decision to accept substitution is final.

*** END OF SECTION ***

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY

7.01 General

This section shall conform to Standard Specifications Section 7, "Legal Relations and Responsibility to the Public," with the following clarifications and amendments. The Contractor is responsible for protecting both its work and the public.

7.02 Construction Hours

Contractor shall not (including excavation and grading) work other than between the hours of 8:00 A.M. and 5:00 P.M. on weekdays (see Section 5.04 of these specifications), except in the case of urgent necessity in the interest of public health and safety, and then only with express permission of the Engineer. In the vicinity of any schools, the contractor shall not begin any operation until after 9:00 A.M. when school is in session.

7.03 Excavation Safety

Standard Specifications Section 7-1.02K(6)(b), "Excavation Safety," is amended to include the following:

If required the Contractor shall submit a trenching and shoring plan signed and stamped by a license civil engineer or licensed geotechnical engineer for approval by the City. The plan shall include trenching and shoring support calculations.

Designate a competent person to be on site at all times while trench excavation work is being performed. The competent person shall be certified and make daily inspection in accordance with all OSHA requirements. A competent person means one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has the authorization to take prompt corrective measures to eliminate them.

Additionally, the Contractor shall provide upon request by the Engineer calculations and details proving the adequacy of any proposed steel plate trench or excavation bridging to carry traffic loads.

The Contractor shall comply with Public Contract Code § 7104 while excavating.

7.04 Assignment of Antitrust Actions

The Contractor's attention is directed to Standard Specifications Section 7-1.02L(2), "Antitrust Claims."

7.05 Highway Construction Equipment

Attention is directed to Standard Specifications Section 7-1.02O, "Vehicle Code."

7.06 Sound Control Requirements

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

The Contractor shall keep noise pollution due to construction activities as low as possible. In no case shall noise levels produced by the Contractor exceed either of the following maximums:

- A. No individual piece of equipment shall produce a noise level exceeding 85dBA at a distance of 25 feet.
- B. The noise level at any point outside of the property line or temporary construction area shall not exceed 85dBA. No equipment violating these standards will be allowed to operate.

In no case shall the Contractor's operations violate the noise ordinance (Municipal Code Chapter 10.40).

This 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 signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

7.07 Relations with Property Owners

The Contractor shall notify, in writing, property owners or residents at least forty-eight (48) hours in advance of all work affecting access into and out of their property or place of business.

Forms for such notices will be provided to the Contractor at start of construction and shall be distributed to the property owners by the Contractor throughout the length of the Contract, whenever appropriate.

Concrete pouring shall be scheduled to re-open new and replace concrete driveways within seventy-two (72) hours after being closed.

Access to any place of business shall be maintained at all times and shall be coordinated with the business owner. Complete closure of any business access shall be only as approved in writing by the Engineer.

7.08 Public Convenience

Section 7-1.03 "Public Convenience" shall be amended by adding the following:

Attention is directed to Section 7 of the Standard Specifications regarding the fact that the Contractor is responsible for protecting both its work and the public.

The Contractor shall conduct his operations in a manner to minimize inconvenience to the homeowners, residents and the traveling public.

Closed driveways shall be re-opened for safe passage of vehicle and pedestrians by end of each work shift.

Closed driveways during working hours shall be reopened temporarily as requested by property owners or residents to allow access to their driveways. The Contractor shall re-open the closed driveway within ten minutes (10) of such request.

Access to any place of business shall be maintained at all times and shall be coordinated with the business owner. Complete closure of any business access shall be only as approved in writing by the Engineer.

The Contractor shall conduct his operations in a manner to minimize inconveniences to property owners and residents and to avoid damage on private property. The Contractor shall maintain property owner and resident access to the homes at all times. The Contractor shall keep the work site on the private property in a tidy and neat manner. The Contractor shall remove all tools, equipment and material from the property at the end of each workday.

7.09 Indemnification

Contractor shall indemnify, defend, and hold the City, its directors, officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of, pertaining or relating to the actual or alleged negligence, recklessness or willful misconduct of Contractor, its employees, subcontractors, or agents, or on account of the performance or character of the services, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, employees, agents, or volunteers. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in section 2778 of the California Civil Code. Notwithstanding the foregoing, for any design professional services, the duty to defend and indemnify City shall be limited to that allowed by state law. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

*** END OF SECTION ***

SECTION 8. PROSECUTION AND PROGRESS

8.01 General

Prosecution and progress shall conform to Standard Specifications Section 8, "Prosecution and Progress," and these Special Provisions.

8.02 Progress Schedule

The work to be done shall be performed in stages to minimize the inconvenience to the public.

The Contractor shall develop and maintain the appropriate level critical path method schedule for this project in compliance with Standard Specifications Section 8-1.02, "Schedule." In addition to the required schedule reports to be submitted to the City in accordance with Standard Specifications Section 8-1.02, "Schedule," the Contractor shall maintain and furnish to the Engineer on a weekly basis a "three week look ahead" report detailing planned work for the following three weeks, highlighting critical path items of work.

8.03 Start of Job Site Activities

The Contractor shall sign and return the Contract Documents and furnish required bonds and insurance certificates within ten (10) working days after the date of the Notice of Contract Award. If the insurance and bonds are not provided within this time period, the City may declare the bid bond forfeited and award the bid to another bidder. Alternatively, the City may begin to count the elapsed time as "working days" under the Agreement.

The Contractor shall be able to begin work within fifteen (15) calendar days after receiving notice that the Contract has been approved by the City of Burlingame and shall diligently prosecute the same to completion before the expiration of the number of working days as set forth in the "Notice to Bidders." The "Notice to Proceed" shall indicate the "Beginning of Work" date to be used to determine the date of completion.

The "Notice to Proceed" will be given at the preconstruction meeting and will indicate the "Beginning of Work" date to be used to calculate the date of completion.

Even though the counting of working days may have begun, the Contractor shall not begin work before the preconstruction conference. The Contractor shall furnish all specified submittals to the Engineer at, or prior to, the preconstruction conference and shall obtain all specified approvals contained in the Standard Specifications and these Special Provisions prior to the beginning of job site activities.

8.04 Liquidated Damages

The Contractor's attention is directed to the Supplementary General Conditions for Liquidated Damages.

8.05 Contractor's Control Termination

The Contractor's attention is directed to Standard Specifications Section 8-1.13, "Contractor's Control Termination" and these Special Provisions.

If the Contractor's control of the work is terminated or it abandons the work and the contract work is completed in conformance with the provisions of Section 10255 of the Public Contract Code, any dispute concerning the amount to be paid to the City by the Contractor or its surety, under the provisions of Section 10258 of said Act, shall be subject to arbitration in accordance with the section of these special provisions entitled "Arbitration." The surety shall be bound by the arbitration award and is entitled to participate in such arbitration proceedings.

8.06 As-Built Data

The Contractor shall submit all information to the Engineer before project acceptance, including legible marked up plans of what was constructed, as required by the Engineer to verify as-built drawings for all permanent project work.

*** END OF SECTION ***

SECTION 9. MEASUREMENT AND PAYMENT

9.01 General

Measurement and payment shall be in conformance with these specifications in Section 9, "Payment," of the Standard Specifications and these Special Provisions.

Contractors' attention is directed to Standard Specifications Section 9-1.03, "Payment Scope," and as amended herein.

The fourth paragraph in Standard Specifications Section 9-1.03, "Payment Scope," is as follows:

Full compensation for work specified in divisions I, II and X of the Standard Specifications, and in Sections 1 and 2 of these special provisions is included in the payment for the bid items unless:

1. Bid item for the work is shown on the Bid Item List.
2. Work is specified as change order work.

When an (F) is included after a bid item name on the Bid List, that bid item quantity is a final pay item.

The Contractor shall agree that the approximate quantities shown in the Bid Item List are solely for the purpose of comparing bids. The Contractor's compensation will be computed upon the basis of the actual quantities of work marked by the Engineer and completed, whether they be more or less than those shown in the Bid Item List.

Linear measurement shall be determined from measurements of bid items complete and in place. Unit counts will be made of the unit items complete and in place. Weight measurements will be based on weight receipts issued by a qualified weight master. Any other method of establishing the quantities not listed specifically herein, or defined in other portions of the contract provisions, shall be determined by referring to the applicable section of the Standard Specifications.

9.02 Payment Adjustments for Price Index Fluctuations

Standard specifications Section 9-1.07, "Payment for Adjustments for Price Index Fluctuations," is deleted, unless otherwise specified in the Supplementary Conditions.

9.03 Lump Sum Bid Item Progress Payments

The first paragraph of Standard Specification Section 9-1.16B, "Schedule of Values," is amended to include the following:

If a schedule of values is not specified to be submitted or a payment breakdown is not provided in the payment clause of the applicable Standard Specifications or these Special Provisions, progress payments for lump sum bid items will be a percentage of the lump sum bid item price based on the Engineer's determination of the amount of lump sum work already performed. At Contractors option, submit a lump sum breakdown that provides sufficient detail for the Engineer to determine the value of work performed. The Engineer may consider but not exclusively base the determination of progress payments on Contractors lump sum breakdown. The Engineer's determination of progress payments for lump sum bid items under the Contract will be final in accordance with Standard Specifications Section 5-1.03.

9.04 Materials On-Hand

Standard Specifications Section 9-1.16C, "Materials on Hand," is replaced by the following:

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

9.05 Mobilization

Standard Specifications Section 9-1.16D, "Mobilization," is replaced with the following:

9-1.16D Mobilization

Public Contract Code Section 10104 defines "mobilization." The Contractor is eligible for partial payments for mobilization if the Contract includes a bid item for mobilization. The Department will make partial payments no less often than as specified under Public Contract Code Section 10264. If the Contract does not include a mobilization bid item, mobilization is included in the payment for the various bid items.

9.06 Retentions

Standard Specifications Section 9-1.16F, “Retentions,” is replaced with the following:

9-1.16F Retentions

The City shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for Contractors fulfillment of the contract.

Pursuant to Public Contract Code Section 22300, the Contractor will be permitted, at its request and sole expense, to substitute securities for any monies withheld by the City to ensure performance under the contract. Said securities will be deposited either with the City or with the state or federally chartered bank as escrow agent. Securities eligible for this substitution are those listed in Government Code Section 16430 or bank or savings and loan certificate of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other mutually agreed to by Contractor and the City. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

9.07 Progress Payments

On or before the first day of every month the Contractor and Engineer shall meet and prepare a written estimate of progress payments. From this amount, five percent (5%) will be deducted and, from the remaining ninety five percent (95%), there will be deducted any amounts due City from Contractor for supplies, materials, services, damages or otherwise deductible under the terms of the contract and the amount of all payments previously made to Contractor. The remainder will be paid by the City to the Contractor as a progress payment by the 20th day of the month. The remaining five percent (5%) thereof shall be paid to Contractor thirty-five (35) days after the recording of the Notice of Completion.

Pursuant to Public Contract Code Section 20104.50, the City will promptly process all requests for progress payments pursuant to this contract. As to any undisputed payments that are made more than thirty (30) days after receipt of an undisputed and properly submitted payment request from the Contractor, the City will pay interest equivalent to the legal rate set forth in Code of Civil Procedure Section 685.10.

9.08 Final Payment After Contract Acceptance

Standard Specifications Section 9-1.17D (1), “General” is amended to include the following:

Upon satisfactory completion of the entire work, the Engineer will recommend the acceptance of the work to the City Council. If the City Council accepts the completed work, it will cause a Notice of Completion to be recorded with the County Recorder.

Thirty-five days after the filing of the Notice of Completion, the Contractor will be entitled to the balance due for the completion and acceptance of the work, if certification is made by

sworn written statement that all claims have been filed with the City based upon acts or omissions of the Contractor and that no liens or withhold notices have been filed against said work or the property on which the work was done.

9.09 Claim Resolution

Any claim by the contractor in connection with this project shall be resolved pursuant to Section 9204 of the Public Contract Code; the full text of which is as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
 - (1) “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - (C) Payment of an amount that is disputed by the public entity.
 - (2) “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
 - (3)
 - (A) “Public entity” means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.
 - (B) “Public entity” shall not include the following:
 - (i) The Department of Water Resources as to any project under the jurisdiction of that department.

- (ii) The Department of Transportation as to any project under the jurisdiction of that department.
 - (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - (iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.
 - (v) The Military Department as to any project under the jurisdiction of that department.
 - (vi) The Department of General Services as to all other projects.
 - (vii) The High-Speed Rail Authority.
- (4) “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
- (5) “Subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)

(1)

- (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- (B) The claimant shall furnish reasonable documentation to support the claim.
- (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)

- (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.
- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

9.10 Adjustment of Overhead Costs

Irrespective of the final payment to be made to the Contractor under this contract, there will be no adjustment of overhead costs.

9.11 Damages

Any provision in the Contract which limits the City's liability to an extension of time for delay for which the City is responsible and which delay is unreasonable under contemplation of the circumstances involved, and not within the parties', shall not be construed to preclude the recovery of damages by the Contractor or subcontractor. This section shall not be construed to void any provision in this Contract which requires notice of delays, provides for arbitration or other procedure for settlement, or provides for liquidated damages.

9.12 Compensation for General Conditions and Supplementary General Conditions

Compensation for doing any work under the General and Supplementary General Conditions shall be included in the various items of work, and no additional payment shall be made.

*** END OF SECTION ***

SECTION 10. MAINTAINING TRAFFIC

10.01 General

Attention is directed to Section 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and Section 12, "Temporary Traffic Control," of the Standard Specifications. Nothing in these General Conditions shall be construed as relieving the Contractor from its responsibility as provided in said Section 7-1.09.

The Contractor is responsible for posting "No Parking" signs which will be furnished by the City, including "Hooding" or otherwise posting on all parking meters in the areas of work. The Contractor shall clean all construction area sign panels at the time of installation.

To properly provide for changing traffic conditions and damage caused by public traffic or otherwise, the Contractor shall be prepared to furnish on short notice additional portable signs and sign mounting devices. The Contractor shall maintain an inventory of the commonly required items at the jobsite or shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

10.02 Portable Delineators

When work is in progress in a trench or other excavation adjacent to the traveled way, portable delineators, conforming to Section 12-3.04, "Portable Delineators," of the Standard Specifications, shall be placed on the edge of pavement. At other times, the portable delineators shall be placed off of and adjacent to the edge of pavement. The portable delineators shall be spaced as necessary for proper delineation. The spacing between delineators shall not exceed one hundred feet (100') on tangents or fifty feet (50') on curves.

10.03 Lane Closures

A traffic control system shall consist of closing traffic lanes in accordance with the details shown on the Traffic Control Plan, the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and the following requirements.

No work shall be allowed to begin before closing any intersection or street. A "Road Closed Ahead" sign, mounted on a sturdy mounting device, shall be placed at the far end of every block converging on that intersection or street.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder.

10.04 Parked Vehicles

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic.

The Contractor shall notify the Engineer of its intent to begin work at least five (5) days before work is begun. The Contractor shall cooperate with the Engineer relative to handling traffic through the area and shall make its own arrangements relative to keeping the working area clear of parked vehicles.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at twenty-five-foot (25') intervals to a point not less than twenty-five feet (25') past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. Contractor's warning signage and markings shall conform to the requirements of the Caltrans Traffic Manual, and in any event, a C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags prior to the taper.

10.05 Traffic Control

The Contractor shall provide and erect such warning lights, directional signs and barriers as are necessary to prevent accidents and avoid damage or injury to passing traffic. The Contractor shall comply with Section 12 of the Standard Specifications.

Full compensation for all traffic control, including any flagging costs, shall be considered as included in the bid schedule.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated written approval. All other modifications will be made by contract change order.

The Contractor shall prosecute the work in such a manner as not to damage any private property. All equipment and material shall be stored by the Contractor off the traveled way during non-working hours. Should any such structures or property be damaged during the operations of the Contractor, it shall immediately notify the proper owners or authorities and shall arrange for the immediate repair of same at its expense.

(A) Driveway Entrance Road Access

The Contractor's attention is directed to the fact that access to all driveways and entrance roads shall be maintained at all times, except during the time such driveways or entrance roads are being resurfaced as part of this contract. The Contractor shall provide the Engineer and the affected property occupants with written notice five (5) days in advance of beginning such driveway or entrance road resurfacing work, and shall complete such resurfacing work and restore vehicular access to each driveway or entrance road within six (6) hours after commencement of such resurfacing work. Forms of such notice of driveway closure will be

provided to the Contractor at start of construction and shall be distributed to the property owner by the Contractor through the length of the contract, whenever appropriate.

Compensation for distributing such written notice shall be considered as included in the appropriate contract bid item necessitating the closure, and no additional compensation will be allowed therefor.

(B) Pedestrian Facilities

Existing pedestrian facilities shall be maintained in a safe condition through construction areas within the Project right of way at all times. In local residential areas the requirement for paved walkway area may be waived if other suitable and safe surface is available and is approved by the Engineer. However, all pedestrian facilities provided through or around construction areas shall be accessible for persons with disabilities in conformance with the requirements of the Americans with Disabilities Act and implementing laws and regulations.

(C) Temporary Steel Plate Bridging with Non-Skid Surface

When backfilling operations of an excavation in the traveled way, whether transverse or longitudinal, cannot be properly completed within a work day, steel plate bridging with a nonskid surface and shoring may be required to preserve unobstructed traffic flow. In such cases, the following conditions shall apply:

1. Steel plates used for bridging must extend a minimum of 12" (305 mm) beyond the edges of the trench.
2. Steel plate bridging shall be installed to operate with minimum noise.
3. The trench shall be adequately shored to support the bridging and traffic loads.
4. Temporary paving with cold asphalt concrete shall be used to feather the edges of the plates, if plate installation by Method (2) described below, is used.
5. Bridging shall be secured against displacement by using adjustable cleats, shims, or other devices.

Steel plate bridging and shoring shall be installed using either Method (1) or (2):

- 1) Method 1 [For speeds greater than 45 mph (70 Km /hr)]: The pavement shall be cold planed to a depth equal to the thickness of the plate and to a width and length equal to the dimensions of the plate.
- 2) Method 2 [For speeds less than 45 mph (70 Km/hr)]: Approach plate(s) and ending plate (if longitudinal placement) shall be attached to the roadway by a minimum of 2 dowels pre-drilled into the corners of the plate and drilled 2" (50 mm) into the pavement. Subsequent plates are butted to each other. Fine graded asphalt concrete shall be compacted to form ramps, maximum slope 8.5 % with a minimum 12" (305 mm) taper to cover all edges of the steel plates. When steel plates are removed, the dowel holes in the pavement shall be backfilled with

either graded fines of asphalt concrete mix, concrete slurry or an equivalent slurry that is satisfactory to the Caltrans' representative.

Contractor is responsible for maintenance of the steel plates, shoring, and asphalt concrete ramps.

Unless specifically approved by the Engineer, use of steel plate bridging over the width of the open pipe trench should not exceed four (4) consecutive working days in any given week.

Backfilling of excavations shall be covered with a minimum 3" (75 mm) temporary layer of cold asphalt concrete.

The following table shows the advisory minimal thickness of steel plate bridging required for a given trench width (A-36 grade steel, designed for HS20-44 truck loading per Caltrans Bridge Design Specifications Manual).

Trench Width Minimum Plate Thickness

- 1) Span < 10" the minimum plate thickness is (0.25 m) 1/2" (13 mm)
- 2) Span > 10" < 1'-11" the minimum plate thickness is (0.58 m) 3/4" (19 mm)
- 3) Span > 1'-11" < 2'-7" the minimum plate thickness is (0.80 m) 7/8" (22 mm)
- 4) Span > 2'-7" < 3'-5" the minimum plate thickness is (1.04 m) 1" (25 mm)
- 5) Span > 3'-5" < 5'-3" the minimum plate thickness is (1.60 m) 1 1/4" (32 mm)

NOTE: For spans greater than 5'-3" (1.6 meters), a structural design shall be prepared by a California registered civil engineer.

All steel plates within the right-of-way whether used in or out of the traveled way shall be without deformation. Inspectors can determine the trueness of steel plates by using a straight edge and any plate that is permanently deformed shall be rejected.

Steel plates used in the traveled portion of the highway shall have a surface that was manufactured with a nominal Coefficient Of Friction (COF) of 0.35 as determined by California Test Method 342 (See Appendix H). If a different test method is used, Contractor may utilize standard test plates with known coefficients of friction available from each Caltrans District Materials Engineer to correlate skid resistance results to California Test Method 342. Based on the test data, Contractor shall determine what amount of surface wear is acceptable, and independently ascertain when to remove, test, or resurface an individual plate.

A Rough Road sign (W33) with black lettering on an orange background may be used in advance of steel plate bridging. This sign is used along with any other required construction signing.

Surfacing requirements are not necessary for steel plates used in parking strips, on shoulders not used for turning movements, or on connecting driveways, etc., not open to the public.

10.06 Contractor Representative

As specified here and in Section 5.03 of these specifications, the Contractor shall be represented at all times during working operations.

One person at the work site shall be designated as having responsibility for carrying out directions from the Engineer.

10.07 Portable Flashing Beacons

Portable flashing beacons conforming to the provisions in Section 12, " Temporary Traffic Control," of the Standard Specifications shall be furnished, placed and maintained at the locations as directed by the Engineer.

If flashing beacons are displaced or are not in an upright position, from any cause, during the progress of the work, the Contractor shall immediately repair and repaint or replace the flashing beacons in their original locations.

At the end of each work shift, all portable flashing beacon units shall be removed from the traveled way. Full compensation for placing, removing and storing flashing beacon units daily as the work progresses shall be considered as included in the contract unit price paid for the various items of work and no additional compensation will be allowed therefor.

10.08 Portable Barricades

Type III barricades conforming to the provisions in Section 12-3, "Traffic-Handling Equipment and Devices," of the Standard Specifications shall be furnished, placed, and maintained in sturdy working manner at the locations designated by the Engineer and in accordance with the provisions in Section 7-1.03, "Public Convenience," of the Standard Specifications and these General Conditions.

The barricades shall conform to the details shown on Caltrans Standard Plan A73 and as specified in Section 12-3.02, "Barricades," of the Standard Specifications, except that minor variations in dimensions may be accepted if approved by the Engineer.

Barricades damaged from any cause during the progress of the work shall be replaced or repaired (including painting and reflectorized material) by the Contractor at its expense.

10.09 Temporary Delineation

If permanent or temporary traffic delineation operations are not properly performed by the working day completion time(s) specified, the City may elect to perform such operations; cost for all such City-performed operations will be at the Contractor's expense, with all costs therefor deducted from Contractor's progress payments.

10.10 Procedures and Posting of "No Parking" Signs on City Streets

The City's policy is to post effectively and prior to towing, attempt to contact all those in violation of the properly posted restrictions. Advanced coordination with the Police Department is required to make sure that the officers have sufficient notice and accurate construction time schedules for this activity. The Contractor is responsible for contacting the Police Department and effecting this notification procedure. Time must also be allowed for towing equipment to be notified and tow any vehicles.

The Police Traffic Sergeant's office hours are 8:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:00 p.m. The Traffic Sergeant may be reached by phone at 777-4100. If you need to contact the Sergeant immediately - when the sergeant is not in the office, contact Police Dispatch at the above number and ask them to contact the Sergeant. Prior to start of any work under this Contract, Contractor shall arrange a meeting with the Traffic Sergeant to go over the specific job needs.

Requirements for "No Parking" Posting and Any Required Towing Are As Follows:

- 1) Signs shall have date(s) of the "No Parking" (the actual day[s] of work – for example: 5/24/03 to 5/25/03) and hours (for example: 6:00 a.m. to 4:30 p.m.) indicated.
- 2) The No Parking areas shall be posted at least forty-eight (48) hours ahead of effective time. If the No Parking area is to take effect on a Monday, then the No Parking Area shall be posted pursuant to this section no later than the preceding Thursday evening. If the No Parking area is to take effect on the day following a holiday, then the No Parking area shall be posted pursuant to this section no later than the evening of the second preceding business day. For example, if the holiday falls on a Monday, the area shall be posted by Thursday evening; if the holiday falls on a Thursday, the area shall be posted by Tuesday evening. At the time of posting, the Contractor shall notify Police Dispatch with the following information: a) name and phone number of the person doing the posting; b) time and date posted; c) times and dates when the No Parking will be in effect; and d) location of the posting by street addresses.
- 3) Post on all trees and poles between barricades facing in the direction that drivers in traffic can read. Signs shall be mounted such that the words, "No Parking" are at an elevation at least 3 feet and not more than 7 feet above the adjacent flow line. Signs placed on trees shall be attached by string only. Signs placed on existing poles shall be attached by either string or tape only so as not to cause any damage to existing poles.
- 4) Barricades or temporary poles containing the no parking information shall be placed every twenty-five feet (25') on center or less.
- 5) Lighted barricades shall be installed on centers of no more than 150' if placed in the street.
- 6) The Contractor shall promptly reset or replace all damaged or defective signs.
- 7) Upon completion of work in each area, all signs, mounting materials, stakes, and barricades shall be promptly and completely removed by the Contractor.

- 8) Contractor shall notify Police Department of the work location and start time on the day before. Also, Contractor shall notify the Police Department at starting time for each street or area of work during the day. In addition, the Contractor shall update time schedule, if any changes, by phone: Call Police Department at (650) 777-4100 and have them notify the Traffic Sergeant and Parking Enforcement Officers.

THE POLICE DEPARTMENT HAS THE AUTHORITY TO REFUSE TOWING IF CONTRACTOR HAS NOT PLACE SIGNAGE APPROPRIATELY IN ACCORDANCE WITH THESE GENERAL CONDITIONS.

*** END OF SECTION ***

SUPPLEMENTARY GENERAL CONDITIONS

The General Conditions and Standard Conditions are hereby amended as follows:

1. Section 6.02 of the General Conditions is amended by adding the following:

“The City-furnished materials for this project are:

- NONE”

2. Section 8.04 of the General Conditions is amended by adding the following:

“Contractor’s failure to achieve substantial completion of the work described in the Contract Documents will cause the City to incur losses of types and in amounts which are impossible to compute and ascertain with certainty. The Contractor shall pay to the City of Burlingame liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day and every calendar days’ delay in finishing the work in excess of the number of days (45) referred to in these specifications. The amount may be assessed and recovered by the City as against Contractor and its Surety. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to the City, without limiting City's any of the City’s rights as provided in the Contract Documents.”

*** END OF SECTION ***

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SECTION 14. DESCRIPTION OF WORK

14.01 General

In general, the work to be performed consists of repairing and resurfacing of streets, surface milling, replacement of PCC sidewalk, curb and gutter, traffic control, grading, driveway repair, wheel stop installation in parking lots, traffic loop installation, pavement striping, and other items or details which are required by the Plans, Standard Specifications and these Special Provisions.

The work consists of street base failure repair and resurfacing on various City streets within the city limit. Several different types of activities will be used including asphalt concrete “dig-out” repairs, asphalt concrete overlay, micro-surfacing, reconstruction, curb and gutter repair, surface milling, traffic markings and striping, curb drains, traffic control, concrete base repair and other related works

The Contractor shall provide a detailed scheduling of activities for approval prior to any work on the project. Schedule shall be at the approval of the Project Engineer and shall be such as to impose the least inconvenience to the public. The Contractor shall submit the traffic control plans to the City at least five (5) days prior to construction.

The Contractor will notify affected residents or businesses of the proposed work with the **first notices** as soon as the project is awarded. The Contractor will be expected to post *no parking signs* along the streets at least **48** hours before the work is to commence and, at the same time, distribute the 2nd notices to each resident or business adjacent to the street. "Letter type" first notices and “door hanger” type second notices will be provided by the City. If the work starts on Monday or after a holiday, the noticing and posting shall be done on the previous Thursday.

Compensation for providing such written notice shall be considered as included in the appropriate contract items for each road work and, therefore, no additional compensation will be allowed.

It will be the responsibility of the Contractor to arrange for towing and removal of any vehicles which have not been removed by the owners and which interfere with any operations. Full compensation for the removal of the vehicles shall be considered as included in the price paid for the various items of work and no additional compensation will be allowed therefor.

The Contractor shall provide letters of compliance and/or submittals on all materials as well as a detailed scheduling of activities for approval prior to any work on job. Schedule shall be at the approval of the Project Engineer and shall be such as to impose the least inconvenience to the public.

The City consulting service will provide all the testing and inspection services for this project. Contractor shall submit all materials for testing and letters of compliance to the consultant and is responsible for all costs of retesting of material that fails.

Before beginning any excavation, contact USA (Underground Service Alert) to have the location of all utilities marked. Promptly after utility markings are completed, review in the field with the Engineer the markings for possible conflicts with the planned improvements.

Where possible conflicts with existing utilities are indicated, you are to promptly pothole to find the exact locations of the utilities at these locations to determine if modifications to the planned work is necessary before doing any excavation in the area. Potholing must be performed using non-mechanical vacuum-type excavation and resulting holes properly backfilled and compacted.

Utilities within the roadway will not be adjusted (lowered) to facilitate cold planing. You are required to cold plane around all utilities in the roadway that would otherwise conflict with cold planing.

Pothole work is measured and paid for as pothole utility. Payment for any traffic control required for pothole work is included in payment for pothole utility.

Unless directed otherwise by the Engineer, the items of work and order of the various activities will be as outlined below:

A. PCC Sidewalk, Curb and Gutter

1. All locations requiring sidewalk, curb, and gutter work not indicated on the plans will be marked by the City prior to construction.
2. Maintain pedestrian access at all times or provide detour route around area of work.
3. Remove existing concrete and necessary surrounding material.
4. Install forms for sidewalks, curb, valley gutter, and gutter work
5. Install sidewalks, curb, and gutter work per City Standards
6. If necessary, reinstall curb drain per City Standards
7. After completion of PCC work, and once the forms have been removed, install 12" A.C. plug.
8. Clean up as necessary.
9. CONTRACTORS SHALL PROTECT ALL NEW CONCRETE IN THE VEHICULAR TRAVELWAY WITH TRAFFIC PLATES FOR MINIMUM OF 5 DAYS CURE TIME AND USE RAPID STRENGTH CONCRETE MIX.

14.02 Special Construction Hours, Restrictions and Conditions

1. A weekly Construction Meeting shall be scheduled at the beginning of every week during the course of construction. The contractor shall prepare a construction schedule for the week and the schedule projection for the following week. The contractor shall notify the City on the week before to select a meeting location on the job-site. The field meetings intervals may be reduced later if there are no construction issues that need to be discussed.

END OF SECTION

SECTION 15. TRAFFIC CONTROL SYSTEM (BID ITEM NO. 2)

15.01 Work Included

- A. Construction Parking Control
- B. Traffic Control Plans
- C. Traffic Control Devices (barricades, cones, signs, flashing arrow signs, etc.)
- D. Informational Construction signs
- E. Traffic Control Personnel

15.02 Submittals

A. Traffic Control Plans

1. A licensed or certified C-31 traffic control agency shall prepare the traffic control plans for each type of traffic control required including bicycle and pedestrian traffic, during construction at all times in accordance with these project specifications and submit these plans for review by the City. Contractor must provide an alternate accessible bicycle/pedestrian route/path at all times.
2. The Contractor shall submit all traffic control plans at the Pre-construction conference for all work related to the critical path of completion, i.e....concrete work for immediate review by the City Traffic Engineer. The City will review the traffic control plans within 21 calendar days of the submittal unless re-submittal is required.
3. The Contractor is required to submit a traffic control plan for each type of traffic control required for each street project. This plan shall be designed to maintain traffic circulation to abutting streets within the limits of the project.

These plans should show the following:

- a. Signage and work area typical safety design for non-street closure situations (i.e.: pavement repair, patching);
 - b. Signage and detour design for partial/full street closure situations
 - c. Proposed detour routing.
4. These traffic plans are required to detail all construction situations planned on a given street project. If adjustment to these plans is required by the Resident Project Inspector or Engineer due to safety concerns, it shall be considered as conforming to the requirements of this Contract and is included in the lump sum price of this Bid Item.
 5. All traffic control plans shall be prepared in conformance with the detailed

requirements listed herein and shall cover the various phases of the work such as, but not limited to concrete work, milling paving, striping, utility adjustment, etc. These plans shall show a detailed layout of work areas and all traffic control devices required to control vehicular, pedestrian, and bicycle traffic.

B. Specialized Construction Restrictions

1. Collector/arterial roadways

- a. CMS boards starting seven (7) days prior to all work and updated until complete.
- b. Maintain a minimum of one lane of traffic, in both directions, at all times during all phases of work.
- c. Work hours are limited to 8AM-5PM Monday through Friday, and 8AM – 6 PM on Saturdays on local streets and 9AM-4PM Monday through Friday, and 9AM - 5PM on Saturdays on major streets.
- d. All lanes must be open to traffic by 4PM.
- e. Contractor may apply for a Noise Exemption permit to work outside the hours stated on Saturdays for paving work.

15.03 Products

Cones, Delineators, and Barricades

- A. Cones, delineators and barricades used to direct traffic flow shall conform to Caltrans Standard Specifications, Sections 12-3.02, 3.04 and 12-3.10. They are to be in good condition and sufficiently clean so as to be easily visible to traffic.
- B. Type II barricades with working flashers shall be used in locations of grade changes, open pits, TCP plan signage and at non-controlled traffic intersections. Type II non-flashing barricades shall be used for posting of “no parking” signs at a minimum of 50’ intervals or at least one per household or property.
- C. At least one working flashing light must be installed on each barricade. Flashing lights must be maintained in good working order throughout the duration of the work.

Crosswalk closing barricades shall be Type II with a 6" orange border at the base. The Contractor shall submit the method of securing this border to the base of the barricades to the Engineer for acceptance.
- D. All traffic control plans must utilize delineators when reducing traffic flow to one lane in each direction.

Traffic Control Signs

- A. Signs to be used for traffic control shall conform to the requirements of the Caltrans

Traffic Manual.

- B. Signs that are attached to existing poles shall not cause any damage to the poles when they are attached or removed.
- C. All of the hardware that is used when attaching signs to existing poles shall be completely removed from the poles when the signs are removed.
- D. If a construction sign is required in an area where it cannot be attached to an existing pole, it shall be attached to a pole that is connected to a moveable concrete block. The distance from the ground surface to the bottom of the sign shall be seven (7) feet.
- E. For construction sign identification, refer to the “Work Area Traffic Control Handbook” published by the APWA, current edition.
- F. For regulatory sign identification, refer to the “Uniform Sign Chart”, published by Caltrans, current edition.

Flashing Arrow Boards

- A. Flashing arrow boards shall be Type A or Type II as described in Section 5-06.9 of the Caltrans Traffic Manual.
- B. Must be included in the traffic control plans for all lane closure work.

Traffic Control Crew

- A. The Contractor shall provide a certified professional traffic control crew that is independent from the construction activity. This traffic control crew shall be responsible to the Contractor for implementing the traffic control measures detailed in this Contract.
- B. Traffic control crews are to be present at all times as per the traffic control plan. The crew is subject to the approval of the Engineer.

15.04 Execution

Construction Parking Control

- A. The Contractor's employees are subject to all parking regulations in effect in the City of Burlingame.
- B.

Traffic Control Requirements

Standard work hours are 9:00 am to 4:00 pm Monday through Friday.

Contractors are subject to liquidated damages of \$500 / 15 min when construction takes place outside of the allowed work hours.

The City reserves the right to restrict work due to Special Events.

- A. The Contractor shall supply, place, and maintain all necessary traffic control devices during construction in accordance with the applicable requirements of the City of Burlingame Traffic Control Manual, the Caltrans Traffic Manual, and the traffic control plans approved by the City.
- B. All signs and other warning devices shall be provided by the Contractor and shall become his property after completion of the Contract. The cost of providing, installing and maintaining signs, lights, caution tape, delineators, flares, all temporary striping, barricades and other facilities as directed by the Engineer for the convenience and direction of public traffic shall be included in the lump sum price for the Traffic Control Bid Item.
- C. The Contractor shall conduct his
- D. operations and schedule cleanup so as to cause the least possible obstruction and inconvenience to traffic, pedestrians, bicyclists, and adjacent property owners. All work areas shall be swept clean at the end of the day's work and at other times when directed by the Engineer. A mobile street sweeper shall be used when directed by the Engineer. Dust shall be suppressed to the satisfaction of the Engineer. An additional street sweeper will be required along all arterial and collector roads during the project.
- E. The Contractor shall protect open excavations and trenches during construction with fences, non-skid type steel plates and railings, as required, together with signs, lights, and other warning devices sufficient to maintain safe pedestrian, bicycle and vehicular traffic to the satisfaction of the Engineer.
- F. Damage done by the Contractor during the course of his work to adjacent City or private property shall be replaced in kind, or as directed by the Engineer, at the Contractor's expense. This includes the repair of pavement, traffic loop detectors, striping, signs, markings, curb & gutter, etc.
- G. The Contractor shall remove all forms, debris, and undesirable material from the job site at the end of each work day.
- H. The Contractor shall not remove the barricades in the street at any given location until the asphalt concrete patching adjacent to the gutter or the overlay has been done and a hazard to bicycles, pedestrians and motorists no longer exists.
- I. Until the permanent structural section is placed, pavement repairs and excavations shall be backfilled with temporary AC or covered with non-skid steel plates, with a minimum of eighteen (18") temporary AC at the edges of the plates, at the end of each work day.
- J. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at his expense.
- K. Contractor shall keep the sidewalk open at all times unless a trench location makes closure unavoidable and unless otherwise stated in the Contract, in which case the

sidewalk may be closed while working. However, an alternate pedestrian facility shall be provided for the duration of the closure.

- L. Contractor shall maintain access to all driveways except when actually construction within the driveway boundaries doing, at which time partial access will be maintained unless alternate arrangements can be made with the property owners or tenants in advance. If the driveway to any garage or parking area is to be closed for construction work, this notice shall state the approximate time it will be reopened. The notice will be posted 72 hours in advance. The Contractor shall post "No Parking – Tow Away" signs as required.
- M. Each pedestrian crosswalk and/or ramp that, when crossed by construction excavation or demolition, is not accessible shall be provided with a safe pedestrian crossing platform. The Contractor shall submit the types of temporary ramps and temporary platforms for review and acceptance by the Engineer.
- N. Work shall not restrict visibility of any traffic control device and or restrict visibility at intersections without stop signs.
- O. Flashing arrow boards shall be used for lane reductions on all applicable streets (i.e. major collectors and arterials), or as directed by the Engineer.
- P. City of Burlingame Truck Routes for all hauling shall be used when possible.
- Q. If complaints are received from the public regarding the performance of the traffic control measures, the Burlingame Police Department will review the Contractor's operations. If the operations are determined to be unsafe and are not corrected after a warning by the Police Department, police personnel will take over the traffic control at the expense of the Contractor.
- R. The Contractor assumes sole and complete responsibility for the job and site conditions during the course of construction, including the safety of all persons and property. This requirement shall apply continuously 24 hours/day and shall not be limited to normal work hours.
- S. If traffic is detoured to another street, it is the Contractor's responsibility to provide adequate control and signing through the detour route.
- T. Traffic control plans for concrete work shall not be utilized for asphalt paving replacement work. A new and different TCP shall be submitted and utilized.
- U. A specific and detailed TCP plan shall be submitted that details how roads that have been milled down to the PCC shall be left open overnight.

15.05 Measurement and Payment

Traffic Control

- A. Description

Work for this bid item includes all traffic control signage, project signs, temporary striping as required in these specifications and in preparing the traffic control plans to be approved by the City Transportation Engineer and providing all the traffic controls required for the project as required in these Specifications.

B. Measurement and Payment

This item shall be measured and paid on a lump sum basis. Payment shall include full compensation for furnishing all labor, equipment, tools, and materials necessary to provide traffic control as required by these specifications including independent traffic control crew, barricades with flashers, traffic cones, signs, flagging, and traffic control plans.

END OF SECTION

SECTION 16. DEMOLITION (BID ITEM NO. 3, 4, AND 6)

16.01 Work Included

A. Demolition and removal of asphalt concrete paving, Portland Cement Concrete (P.C.C.)

paving, driveway, sidewalk, curb and gutter, pavement sawcutting, native soil, pavement striping and markers, signs and sign panels, gates, poles, posts, bollards, LED fixtures and all miscellaneous improvements necessary and as noted in this Section, and on the project plans to construct the project.

- B. Removal of materials from the site and the hauling to a recognized recycling facility as covered in Section 17.
- C. All other items not specifically mentioned herein as necessary for the construction of the required improvements.

16.02 Execution

Preparation

- A. Prior to potholing, concrete work and any demolition of pavement or excavation of soil or sub-grade, the Contractor shall call U.S.A. for utility location five (5) days before the demolition work.
- B. Existing facilities which are to remain in place shall be protected. All damage to facilities that are to remain in place shall be repaired by the Contractor to a condition equal to that existing prior to the beginning of the demolition operations at no additional cost to the City.
- C. Existing landscaping which is not to be removed must be protected. Any existing landscaping damaged shall be replaced with kind at Contractor's expense.

Potholing

- A. Pothole for existing utilities prior to start of excavation to check depths of existing utility services. Contractor shall report findings of Pothole effort to Engineer.
- B. The potholes shall be backfilled with in-kind material.
- C. The contractor shall be responsible for the traffic control during potholing.

Concrete Removal

- A. Concrete sidewalks, curbs, gutters, driveways, valley gutter, curb ramp, concrete slabs and catch basins required to be removed in connection with performing the Work under this Contract shall be saw cut full depth to the nearest score marks, as indicated by painted marks and approved by the Project Inspector prior to demolition commencement. Concrete to be removed shall be taken out in such a manner as to leave an even edge without chips or breaks in the remaining concrete.
- B. All concrete which is removed shall immediately be disposed of at the recognized recycling facility.
- C. Concrete sidewalks, curbs, gutters, driveways, valley gutter, and curb ramp shall not be removed unless they can be replaced and open to public by the end of the workday.

- D. The Contractor shall provide aggregate base or place steel plates for access in all removed sections of driveways and walkways at the end of each day for the residents.
- E. The Contractor shall take appropriate measures to vacuum the concrete slurry produced by the saw cut activity. This concrete slurry is prohibited from entering the storm drain system and shall be cleaned up the same day. Contractor shall never dispose of washout into the street, storm drains, drainage ditches or streams.

Pavement Removal

- A. In breaking up concrete base or roadway surface, the Contractor shall not use equipment which will damage the adjacent pavement.
- B. Asphalt pavement that has previously been placed in the gutter apron shall be removed prior to paving.
- C. All pavement which is removed shall immediately be disposed at the recognized recycling facility.
- D. The Contractor shall take all steps necessary to prevent excessive dust from being created during asphalt removal. Locations of asphalt removal shall not be opened to the traffic until such time, all loose material has been wetted sufficiently with water and swept up accordingly.

Striping and Pavement Marking Removal

- A. Pavement markings no longer needed for traffic direction, shall be removed as shown on the plans and as designated by the Engineer.
- B. Where blast-cleaning is used for the removal of painted pavement markings, or for removal of objectionable material, and such removal operation is being performed within 10 feet of a lane occupied by public traffic, the residue including dust shall be removed immediately after contact between the sand and the surface being treated. Such removal shall be done by a vacuum attachment operating concurrently with the blast-cleaning operation.

Miscellaneous Improvement Removal

- A. Signs and sign panels, gates, poles, posts, bollards, LED fixtures: These items and foundations shall be removed and disposed of by the Contractor per the project plans.
- B. Miscellaneous Improvements: The contractor shall provide all additional demolition required to execute the required project improvements.

16.03 Measurement and Payment

Payment for demolition and removal as described in this section shall be included in the contract prices paid for each type of feature removed as shown on the bid sheet and no additional

compensation will be allowed therefore.

Removal of featured required for the construction for which there is no bid item shall be included in the prices paid for various other items of work.

END OF SECTION

SECTION 17. INERT SOLIDS RECYCLING (BID NO. 3, 4, AND 6)

17.01 Work Included

Recycling of all inert solid material (asphalt concrete, Portland cement concrete, aggregate

base material, pavement markings, and pavement striping).

17.02 Execution

Recycling Procedure

- A. All asphalt concrete, Portland cement concrete, and aggregate base material removed from the project site must be hauled to and deposited at a recognized inert solids recycling facility.
- B. It is the CONTRACTOR'S responsibility to conform the above material to an acceptable size and composition in order to enable the acceptance of this material at a recognized inert solids recycling facility.
- C. Recognized inert solids recycling facilities include, but are not limited to:

Raisch Recycle Yard
1444 Borregas Avenue
Sunnyvale, CA
(408) 734-4245

S.R.D.C.
195 Seaport Blvd.
Redwood City, CA
(650) 367-7324

Harbor Sand and Gravel
775 Seaport Blvd.
Redwood City, CA
(650) 367-7124

Reed and Graham, Inc.
690 Sunol Street
San Jose, CA
(408) 287-1400

- D. All recycling facilities are subject to the approval of the Engineer.
- E. Documentation must be submitted for each load of inert solids removed from the project site, on a daily basis. Failure to submit recycling documents (i.e. weight tags) will result in non-payment for such recycled items.

This documentation shall include the following:

1. Project Title
2. Date & Time
3. Truck Number
4. Type of Material
5. Weight of Material

6.Name of Recycling Facility

7.Certification by Recycling Facility

17.03 Measurement and Payment

Disposal of inert materials shall be considered as included in the contract unit bid price of each removal or demolition line item, and no additional compensation shall be allowed.

END OF SECTION

SECTION 18. REMOVE AND REPLACE STORM DRAIN GRATES WITH BICYCLE PROOF GRATES (BID ITEM NO. 5 AND 6)

18.01 Work Included

The contractor shall be responsible for sizing, installing, or replacing any existing storm drain grates with bicycle proof grates within the project area, or as shown on plans. The grates shall be installed per described in Caltrans Standard Plans D-77B, "Bicycle Proof Grate Details."

18.02 Materials

Bicycle proof storm drain grates shall be as described in Standard Plan D-77B, or approved equal.

18.03 Measurement and Payment

"Remove and Replace Storm Drain Grates with Bicycle Proof Grates" shall be paid at the contract price per each and shall be full compensation for furnishing all labor, materials, traffic control, tools, equipment and incidentals for doing all the work involved.

END OF SECTION

SECTION 19. TRAFFIC LEGENDS, STRIPING, PAVEMENT MARKERS AND SIGNAGE (BID ITEMS NO. 7-23)

19.01 General

Section 84 "Traffic Stripes and Pavement Markings" of the State Standard Specifications shall apply, except as herein modified or supplemented. Striping "Details" shall be as described in Chapter 6, "Markings," of the State Traffic Manual.

Section 56 of the State Standard Specifications shall apply all signage.

19.02 Traffic Markers and Striping

Work covered by this item includes thermoplastic traffic stripes and pavement markings, legends, parking tees, raised pavement markings and pedestrian crossing markings. All striping and pavement marker installation shall be performed on weekdays.

Work shall be in conformance with Section 84 and 85 of the State Standard Specifications, as modified below.

A blue reflector shall be installed in the center of the traffic lane adjacent to each fire hydrant on all streets listed in this project.

A. MATERIALS - Thermoplastic, glass beads and paint shall conform to Sections 84-1, "General," and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

The solid resin for the green pavement marking thermoplastic materials shall be "maleic-modified glycerol ester resin" (alkyd binder). This binder shall consist of a mixture of synthetic resins, at least one of which is solid at room temperature, and high boiling point plasticizers. At least one-third of the binder composition shall be solid maleic-modified glycerol ester resin and shall be no less than 8 percent by weight of the entire material formulation. The binder shall not contain petroleum based hydrocarbon resins.

Reflective pavement markers shall conform to Section 85 of the State Standard Specifications, and shall be Stimsonite No. 88, or approved equal.

Epoxy shall be rapid set epoxy adhesive conforming to Section 95-2.04 of the State Standard Specifications.

Contractor shall submit certificates from the materials suppliers stating compliance of the materials with the requirements of this section.

The provisions of Section 85-1.03, "Sampling, Tolerances and Packaging," of the State Standard Specifications is required.

B. EXECUTION - Work shall be in conformance with Section 84 and 85 of the State Standard Specifications, as modified herein. Striping and marking layout shall be in accordance with the State Traffic Manual details, except as modified by the project plans or the Engineer.

Contractor shall be responsible for locating all existing striping, legends, and other markings within construction limits. Thermoplastic striping and marking shall be placed at locations shown on the Plans, or as indicated by the Engineer. Advance spotting and recording of angle

points, end points, and other control points, plus color and line detail type, shall be performed by the Contractor. Stencils shall conform to City of Burlingame standards. Any uncertainties shall be discussed with Engineer prior to application.

1. THERMOPLASTIC APPLICATION - Existing surface which is to receive the thermoplastic material shall be mechanically wire brushed to remove all dirt and contaminants. Surfaces of new portland cement concrete pavement to receive the thermoplastic material shall be mechanically wire brushed or abrasive blast cleaned to remove all laitance and curing compound.

Existing pavement markers which are damaged by blast cleaning or wire brushing shall be removed and replaced by the Contractor at his expense.

Thermoplastic material shall be applied only to dry pavement surfaces and only when the pavement surface temperature is above 50 degrees Fahrenheit.

A primer, of the type recommended by the manufacturer of the thermoplastic material, shall be applied to all asphaltic surfaces and to all portland cement concrete surfaces. The primer shall be applied immediately in advance of, but concurrent with, the application of thermoplastic material. The primer shall be applied at the application rate recommended by the manufacturer and shall not be thinned.

Thermoplastic material shall be one continuous surface and not overlap.

Preheaters with mixers having 360 degree rotation shall be used to preheat material.

2. PAVEMENT MARKER APPLICATION - Markers shall be placed according to the State Traffic Manual details, except as modified by the project plans or the Engineer. Two-way reflective marker shall be installed in the center of the traffic lane adjacent to each fire hydrant on all streets. It is the Contractor's responsibility to locate all valves, monuments and manholes.

Pavement markers shall be applied within 5 days of resurfacing.

3. GENERAL - Temporary "cat-tracks" shall be placed for all striping (including limit lines and crosswalks) immediately after completing overlay, and shall be removed by the contractor when permanent markers are in place.

All asphalt concrete roadways resurfaced shall receive permanent thermoplastic stripes, markings and markers no later than five working days following resurfacing of the street.

The completed stripes and markings shall have clean and well defined edges. The maximum deviation from the designated position of the stripe shall not exceed ½ inch in any 100 foot length of stripe, including gaps. Roadway markings shall conform to the shapes and dimensions of the standard markings, as designated on the plans or in the State Traffic Manual.

Any damage to the newly placed stripe, marking or marker due to the failure of the Contractor to protect his work, and correction of errors shall be repaired by him at no additional cost.

19.03 Roadway Signage

Roadway signage and markers shall conform to Section 56 of the California Standard Specification. Signs shall be installed on 2" galvanized metal posts. Final locations of roadway signage shall be determined by the Engineer. Signs will be placed on new or existing posts or poles as shown on the plans.

19.04 Measurement and Payment

The contract price paid for all items under this section shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in removing existing striping and applying thermoplastic traffic stripes (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe), including any necessary cat tracks, dribble lines and layout work, complete in place, as shown on the Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

"Double Yellow Stripe", "8" White Stripe", "6" Bike Lane Stripe", "6" Dashed Bike Lane Stripe", "4" Stripe, and "12" White Stripe" thermoplastic striping shall each be paid for at the contract price per linear foot. Dashed lines shall be measured and paid along the line of the traffic stripes, without deduction for gaps (regardless of the number, widths, and patterns or individual stripes markers involved in each stripe.)

"Continental Crosswalk Marking" and "Green Pavement Marking" shall be paid for at the contract price per square feet.

"Yield Line Pavement Marking", "Bicycle Lane Pavement Marking", "Bicycle Boulevard Pavement Marking", "Shared Roadway Bicycle Pavement Marking", "STOP Pavement Marking", "Arrow Markings", "In Lane Word Markings" and "Door Zone Markings" shall be paid for at the contract price per each.

Payment for all items under this section shall include full compensation for furnishing all traffic control, labor, materials, tools, equipment and incidentals for doing all the work involved.

END OF SECTION

SECTION 20. CONCRETE CURB AND GUTTER, AND CURB RAMPS (BID NO. 6)

20.01 General

A. This section pertains to replacement of curb and gutter in relation to adjusting the catch basin apron.

B. The Contractor shall be responsible for safety of the public, especially in sidewalk areas, during this project. Work sites shall be kept safe by placing adequate barricades, wood walks in commercial areas, eliminating tripping hazards, protecting stockpiled materials, and other means as appropriate. Open excavation shall be covered when no work is being performed. Steel plating shall be installed until temporary surfacing can be constructed.

20.02 Removal of Existing Concrete

A. The Contractor shall not remove more concrete than can be replaced within the week that work has begun. All sidewalks, etc., shall be in place with barricades removed and ready for public traffic by 5:00 p.m., Friday, of any work week. No sidewalks, etc., shall be left open over weekends or holidays, except with the Engineer's permission. All forms shall be stripped and driveways shall be opened by the above times.

B. Existing concrete curb, gutters, sidewalks and driveways shall be sawcut and then broken out to a straight joint as directed by the Engineer. The Contractor shall exercise care in removing the concrete so as not to damage adjoining areas which are to remain in place, and any damage so caused shall be repaired by the Contractor at his own expense. The Contractor shall exercise care so as not to injure any tree, bush, and landscape. If encounter any tree roots more than 3" in diameter, the Contractor shall inform the Park Department Inspector for inspection. Concrete directly adjacent to tree trunks or large roots shall be carefully removed so that the bark of the tree is not damaged. The Contractor shall remove and dispose of all excess material or debris off the job site by the end of each workday. The existing concrete to be removed shall be outlined by the scoring with a concrete saw to a uniform depth of not less than four inches (4") to provide a break joint where a joint does not already exist. All sod or turf removed in order to place forms shall either be removed in such a manner as to enable the Contractor to put it back into place in its original condition after stripping forms or replaced with backfill and seeded. In the event the turf is non-existent or in so poor condition that it cannot be replaced, the area concerned will be brought back to grade and compacted to 80% density with good quality top soil to conform to the surrounding area.

20.03 Materials

A. Portland Cement Concrete

Concrete shall consist of 5-sacks of Portland cement per cubic yard of concrete and have a 28-day compressive strength of 3,000 psi. Aggregate shall conform to combined aggregate sizes designated as 3/4" maximum. The concrete shall have a slump not to exceed three inches (3") as determined by the conventional slump cone method. It is the Contractor's responsibility to protect the concrete finish until acceptance by the Engineer. The color and finish shall be as

close as possible to that of the surrounding pavement, with preference to a light broom finish and darkened with one (1) pound dry lampblack conforming to ASTM D209 per cubic yard concrete. Concrete shall be scored to conform to the existing pattern. No concrete shall be poured until forms have been inspected and approved by the Engineer.

Rapid Strength Concrete (RSC)

The Contractor shall use rapid strength concrete (RSC) mix for new concrete used in valley gutters and other concrete locations subjected to vehicular loads. When RSC mix is used the contractor shall submit the concrete mix design with compressive strength vs time graph to the Engineer and obtain approval before placing concrete. No vehicular traffic shall be allowed on new concrete until a cure time of five days (5) has been achieved. There will be no additional compensation allowed for the use of RSC concrete mix.

B. Forms

Forms shall be smooth on the side placed next to the concrete and shall have a true smooth upper edge and shall be rigid enough to withstand the pressure of fresh concrete without distortion. All forms shall be thoroughly cleaned and coated with form oil to prevent the concrete from adhering to them. The depth of forms shall be equal to the full depth of the concrete section being poured. The Contractor shall exercise care not to injure any part of the tree in placing his forms. No cutting away of any part of the trunk or main roots to accommodate forms will be permitted. Forms shall be bent around tree trunks to provide a minimum of two inches (2") clearance for the finished sidewalk.

C. Control Joints (Weakened Plane Joints)

Control joints shall be placed as indicated on the drawings or as herein specified. Control joints shall be 1-1/2" deep and shall be constructed with a special tool design for such joints. At least a control joint shall be placed in each pour of concrete over 10 feet in length and at 10-foot intervals thereafter.

A control joint shall be placed on each side of the tree, at a distance of no more than five feet (5') either side of the tree. No additional compensation will be allowed for placing of control joints.

20.04 Curing

All concrete shall be cured as provided in Section 90-7, "Curing Concrete," of the Standard Specifications for a period of 72 hours. The Contractor shall have the option of using the Water Method, the Pigmented Curing Compound Method or the Waterproof Membrane Method as described in Section 90-7.01A, 90-7.01B or 90-7.01C, respectively. Contractor shall protect all new concrete work in vehicular travel way for a minimum five (5) days after it is poured or use RSC concrete mix as specified above.

20.05 Cleanup

A. After removal of forms, the adjacent area shall be backfilled and graded to conform to the surrounding ground. Each site shall be left neat and orderly. All turf or sod shall be either

replaced in its original condition or backfilled and seeded. In the event the turf is non-existent or in so poor condition that it cannot be replaced, the area concerned will be brought back to grade and compacted to 80% density with good quality topsoil. Surrounding area, other than landscaping, shall be restored in kind.

B. All work areas shall be left clean, neat and orderly with all concrete in place for the week's work by 5:00 p.m., Friday, per Section 4-1.02 of Standard Specifications. Whenever work areas are not left clean, neat and orderly, the City shall perform all necessary cleanups at the Contractor's expense and a deduction shall be made for such work on the next progress payment.

20.06 Measurement and Payment

“Adjust Catch Basin Apron, Curb/Gutter/Pavement” shall be made on the basis of the unit price bid per each and shall be considered full compensation for furnishing all labor, materials, tools and equipment to provide the curb and gutter complete in place, removal of existing curb and gutter, replacement of asphalt concrete pavement damaged during removal of curb and gutter.

END OF SECTION

SECTION 21. REMOVE AND REPLACE STORM DRAIN GRATES WITH BICYCLE PROOF GRATES (BID ITEM NO. 5)

21.01 General

The contractor shall be responsible for sizing, installing, or replacing any existing storm drain grates with bicycle proof grates within the project area, or as shown on plans. The grates shall be installed per described in Caltrans Standard Plans D-77B, "Bicycle Proof Grate Details."

21.02 Materials

Bicycle proof storm drain grates shall be as described in Standard Plan D-77B, or approved equal.

21.03 Measurement and Payment

"Remove and Replace Storm Drain Grates with Bicycle Proof Grates" shall be paid at the contract price per each and shall be full compensation for furnishing all labor, materials, traffic control, tools, equipment and incidentals for doing all the work involved.

END OF SECTION

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