

NOTICE INVITING INFORMAL BIDS

COMMENCING

~~Wednesday~~, **July 15, 2010**

2010 City Wide Striping Project

INFORMAL BIDS will be received by the CITY OF SARATOGA (CITY) no later than July 15, 2010 at 10:00 am for the 2010 City Wide Striping Project. Opening of bids will commence immediately after closing deadline.

Informal Bids shall be submitted, addressed and noted as follows:

Public Works Director

City of Saratoga
13777 Fruitvale Ave.
Saratoga, CA 95070

Attachments

- Attachment A -- Scope of Work & Specifications
- Attachment B -- Bid Form Sheet
- Attachment C -- Spread Sheet of Work at Various Locations
- Attachment D -- City of Saratoga Short Construction Agreement
- Attachment E—Caltrans Technical Specifications

2010 City Wide Striping Project

Following the closure of the informal bid submittal period, the City Public Works Director will make a decision to award a contract for performing the following work will be made:

Furnishing all labor, materials, equipment, and performing all work necessary and incidental to the construction of the project known as **2010 City Wide Striping Project**. The work to be done consists of supplying all labor, methods or processes, implements, tools, machinery, equipment and materials to perform said work and other related work not specifically mentioned herein, but which may be required as directed by CITY or its designated representative.

2010 CITY WIDE STRIPING PROJECT

CITY hereby notifies all Bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this Notice Inviting Informal Bids, Disadvantaged Business Enterprises (DBE's) will be afforded full opportunity to submit Bids in response to this invitation and will not be unlawfully discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in consideration for an award.

Project is to be completed within (45) working days from the date specified in the Notice to Proceed.

Bidders may obtain more information regarding the project at City of Saratoga Public Works Department, 13777 Fruitvale Avenue, Saratoga, CA 95070, (408)-868-1245.

Pursuant to California Labor Code Section 1771, the successful bidder and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available for view at the City of Saratoga Department of Public Works.

Pursuant to California Public Contract Code Section 3300, City has determined that the Contractor shall possess a valid Class A (General Engineering Contractor) or Class B (General Building Contractor) License at the time that the bid is submitted. Failure to possess any required license shall render the bid non-responsive.

The Contractor shall also possess a valid City of Saratoga Contractor's Business License at the time the contract is awarded.

The successful bidder shall insure that employees and applicants for employment are not unlawfully discriminated against on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation and shall comply with the Americans with Disabilities Act.

The City reserves the right to reject any and all bids, or to waive any irregularities or informalities in any bid or in the bidding procedure, or to postpone the bid opening or award for good cause. Any questions concerning this bid should be addressed to Rick Torres, Public Works Manager, (408) 868-1244 or rtorres@saratoga.ca.us

Attachment A -- Scope of Work & Specifications

Scope of Service:

1. The Contractor will comply with City of Saratoga (City) standards, rules, regulations;
2. The City reserves the right to make such alterations, deviations, additions to or omissions from the Contract Documents, including the right to increase or decrease the quantity of any item or portion of Work or to omit any item or portion of the Work, as may be deemed by the Director of Public Works to be necessary or advisable and to require such extra work as may be determined by the Director of Public Works to be necessary for the proper completion or construction of the whole work. Changes in quantities shall be in accordance with the provisions of Section 4-1.03B (“Increased or Decreased Quantities”) of Caltrans Standard Specifications.
3. The Contractor will supply and maintain all labor, materials and equipment necessary to accomplish the scope of work.
4. The Contractor will be responsible for providing adequate traffic control for all striping installations and removals.
5. All installations by the Contractor will be to Caltrans Standard Specifications, unless otherwise specified by Public Works Director or Traffic Engineer. All Re-striping will include removal and replacement of pavement markers when specified in Caltrans Specification.
6. All work by the Contractor will be performed within the hours of 9 am to 4 pm Monday thru Friday unless approved in advance by Public Works Director.
7. The Contractor will clean up the job site so that it is safe for pedestrians, bicyclists and vehicles at all times.
8. Bid Items in Bid Sheet are approximate quantities

City’s Obligation

9. The Public Works Director will provide a list of locations and quantities of striping.
10. The City will provide routine safety efficiency checks.

Contractor's Obligation

11. The Contractor will be responsible traffic control and public safety that is influenced by the project.
12. The Contractor will provide fuel, water and proper maintenance for all vehicles and equipment.
13. The Contractor will notify Public Works Director or designee of schedule of striping on all City roadways.
14. The Contractor will promptly notify the Public Works Director or designee of any break downs of equipment or injuries on the job site.
15. The Contractor is responsible for clearing and grubbing any areas where paint or thermoplastic is to be applied, which will include scraping, sweeping of roadway and trimming of vegetation. Contractor may dump debris collected in Saratoga in its Corporation Yard, with the exception of hazardous waste items.

PART 1: GENERAL

- 1.1 DESCRIPTION: The work required by this section consists of furnishing, installing, and maintaining barriers to protect existing facilities and the public from construction operations. Per Section 7-1.08, "Public Convenience," and 7-1.09, "Public Safety", of the Caltrans Standard Specifications for Construction of Local Streets and Roads, May 2006 Edition Caltrans, set forth the Contractor's responsibilities for public convenience and public safety during performance of the work.

PART 2: PRODUCTS

- 2.1. GENERAL: Materials to be used are specified on Location and Quantity list (Attachment B & C) which include Thermoplastic and Traffic Paint.
- 2.2. BARRICADES AND SIGNS: ANSI D6.1-78, "Manual on Uniform Traffic Control Devices" (MUTCD), Part VI, shall be complied with by the Contractor, when applicable.

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- 2.3. FLASHING ARROW SIGNS: Per section 12-3.03 of the Caltrans Standard Specifications for Construction of Local Streets and Roads, May 2006 Edition Caltrans, the Contractor shall provide electric arrow board(s) for lane reduction when applicable.

PART 3: EXECUTION

3.1 GENERAL

- A. The Contractor shall provide all barricades, flagmen, control devices, etc. necessary to control traffic and protect areas under construction. All traffic control procedures, signing, lighting, barricading, etc., shall conform to the latest edition of the Manual of Uniform Traffic Control Devices issued by Caltrans.
- B. All barricading and signage shall be left in place until the work has been given final written approval by the City representatives.
- C. The Contractor shall provide the name, address, and phone number of its representative who may be reached at any time during the life of the project regarding repairs, detours, barricading, etc. This information shall be furnished in writing to the City prior to commencement of work.
- D. The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety features. The Contractor assumes sole and complete responsibility for the job and site conditions including safety of all persons and property, from start until final written acceptance of construction by the City. This requirement shall apply continuously twenty-four (24) hours/day and shall not be limited to normal work hours.

3.2 PROTECTION OF PUBLIC:

- A. The Contractor will fence, barricade, or otherwise block off the immediate work area to prevent unauthorized entry to the work area.
- B. The Contractor will erect and maintain barricades, lights, danger signals, and warning signs in accordance with ANSI D6.1-78.
- C. The Contractor will illuminate barricades and obstructions at night and keep safety lights burning from sunset to sunrise.

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- D. The Contractor will adequately barricade and post open cuts in or adjacent to thoroughfares.
- E. The Contractor will adequately protect pedestrian traffic by guardrails or fences.
- F. When pedestrian traffic is detoured into a roadway, the Contractor will provide temporary walkways with any necessary protection at ends and overhead. For walkways, the Contractor will use lumber running parallel to direction of traffic movement and provide ramps at changes of elevation.
- G. The Contractor will cover pipes, hoses, and power lines crossing sidewalks and walkways with troughs using beveled edge boards.
- H. The Contractor will erect and maintain sufficient detour signs at road closures and along detour routes.

SECTION 01700

PROJECT CLOSEOUT

PART 1: GENERAL

1.1 DESCRIPTION: The work required by this section consists of final cleanup, closeout submittals, and final inspection procedures.

PART 2: EXECUTION

- 2.1 **POSTED OPERATING INSTRUCTIONS:** As specified in the individual sections. The Contractor will furnish operating instructions attached to or posted adjacent to equipment. The Contractor will include wiring diagrams, control diagrams, control sequence, start-up, adjustment, operation, lubrication, shut-down, safety precautions, procedures in the event of equipment failure, and other items of instruction recommended by the manufacturer.
- 2.2 **CLEANING:** The Contractor will remove all tools, equipment, surplus materials, and rubbish from all work sites and restore or refinish surfaces of existing facilities that are marred, scratched, or damaged due to the work of this contract to match original condition. The Contractor will also remove grease, dirt, stains, foreign materials, and labels from interior and exterior finished surfaces, do any required waxing and polishing, sweep paved areas and rake grounds, all as applicable. At time of final inspection, the Contractor shall have rendered the project work sites thoroughly clean and ready for use.

2.3 PROJECT RECORD DRAWINGS:

- A. The Contractor shall maintain and provide to City an up-to-date set of red-lined record drawings which indicate all changes and revisions to the original design that affect the permanent structures and will exist in the completed work. The Contractor shall also reference on those drawings all underground utilities to semi-permanent or permanent physical objects, including referencing water, sewer, telephone, and electric lines to corners of buildings. The Contractor shall include, on or in schematic drawings, schematic diagrams showing terminal numbers for all electrical equipment.
- B. The Contractor shall keep those record drawings current and inspect the project work sites monthly. Certification by the Contractor of accuracy and completeness of those drawings will be required on monthly payment requisitions. Project record drawings are the property of the City and shall be delivered to the City by the Contractor before closeout.

2.4 CLOSEOUT SUBMITTALS: The Contractor shall submit the following to the City before making final inspection request.

- A. Project Record Drawings: As specified above.
- B. Guarantees and Bonds: As specified in individual sections.
- C. Spare Parts and Materials: As specified in individual sections.
- D. Operation and Maintenance Data: As specified in Section 01730.
- E. Operation and Maintenance Data: Provide to the City four complete sets of the following data. Operation and maintenance data shall be on 8½-inch by 11-inch sheets or manufacturers' standard catalogs, suitable for side binding, including the following as applicable:
 - 1. Replacement parts list
 - 2. Wiring diagrams
 - 3. Manufacturers' model numbers
 - 4. Name, address, and telephone number of local representative
 - 5. Basic operational features
 - 6. Schedule of maintenance work
 - 7. Lubricants
 - 8. Emergency procedures
 - 9. Starting, operating, and shut-down procedures
 - 10. Seasonal shut-down procedures
 - 11. Cleaning agents and methods
 - 12. Color and texture designations.
- F. Operating Tools: As specified in the individual sections.

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G. Special Tools: One set of special tools required to operate, adjust, dismantle, or repair equipment. Special tools are those not normally found in possession of mechanics or maintenance personnel.

2.5 SUBSTANTIAL COMPLETION AND FINAL INSPECTION: The Contractor shall submit to the City written certification that project, or designated portion of project, is substantially complete, and request in writing a final inspection. The City will make an inspection within 10 days of receipt of request.

A. When the City determines that the work is substantially complete, it will prepare a list of deficiencies to be corrected before final acceptance and issue a Letter of Substantial Completion.

B. If the City determines that the work is not substantially complete, it will immediately notify Contractor in writing, stating reasons. After completing work, Contractor shall resubmit certification and request a new final inspection.

2.6 ACCEPTANCE OF THE WORK: After the City determines that all deficiencies have been corrected, the City will issue a Letter of Acceptance to the Contractor.

2.7 POST-CONSTRUCTION INSPECTION: Before expiration of warranty period, the City will inspect the project and notify Contractor in writing of all deficiencies. The Contractor will correct all deficiencies listed by the City within 30 days to the satisfaction of the City.

END OF SECTION 01700

Attachment B

2010 City Wide Striping Project

Item	Quant.	Unit	Description	Unit Price	Price
1	25,600	LIN. FT.	Paint Striping- Detail 39/39A 6 " Bike Stripe		
2	2200	LIN. FT.	Thermoplastic Striping-Detail 39/39A 6 " Bike Stripe		
3	1511	LIN. FT.	Remove Detail 39/39A		
4	53280	LIN. FT.	Paint Striping-Detail 27B 4" Fog Line		
5	120	LIN. FT.	Remove Detail 27B		
6	5000	LIN. FT.	Paint Striping- Detail 21 Replace marker as needed		
7	21100	LIN. FT.	Paint Striping-Detail 22-Remove and replace old marker		
8	180	LIN. FT.	Remove Detail 22		
9	250	LIN. FT.	Bot Dots Striping-Detail 23		
10	200	LIN. FT.	Thermoplastic Striping-Detail 38 " Stripe		
11	8400	LIN. FT.	Paint Striping-Detail 9 w/ Type C Marker		
12	1100	LIN. FT.	Remove Detail 9		
13	4	EA	Thermoplastic Ledgends-8' "PED XING"		
14	260	LIN. FT.	Thermoplastic-12" White X-Walk		
15	560	LIN. FT.	Thermoplastic-12" Yellow X-Walk		
16	198	EA	Thermoplastic Bike Lane Symbol-Exhibit E,pg A24C		
17	18	EA	Remove Bike Symbols		
18	1	EA	Thermoplastic- remove and replace 8' "SLOW"		
19	1	EA	Thermoplastic-remove and replace 8' "SCHOOL"		
20	1	EA	Thermoplastic-remove and replace 8' "XING"		
21	1	LS	Clearing and Grubing		
22	1	LS	Traffic Control		
TOTAL PRICE					

CONTRACTOR NAME _____

REPRESENTATIVE NAME _____

SIGNATURE _____

PRINT _____

DATE _____

Attachment C Locations of Work 2010 City Wide Striping Project

Street Name	From	To	Material	Detail	Approx.LN-FT
EB Prospect Rd	Saratoga-Sunnyvale Rd	Lawrence Exp	Paint	39/39A	8500
EB Prospect Rd	Saratoga-Sunnyvale Rd	Lawrence Exp	Paint	27B	5000
NB Prospect Rd	English	Johnson	Paint	39/39A	1100
EB Prospect Rd	Sara-Sunn Rd-Covina Ct	remove and replace	Paint	9 + C marker	1100
EB Prospect Rd	Saratoga-Sunnyvale Rd	Lawrence Exp	Thermo	bike symbol	36 each
WB Prospect Rd	English	Johnson	Thermo	bike symbol	6 each
Prospect Rd	Rolling Hill	Fremont Older	Paint	27B	5280
SB Fruitvale Ave	Allendale Ave	Burgundy	Paint	27B	2100
SB Fruitvale Ave	Allendale Ave	Burgundy	Paint	9 + C marker	4100
SB Fruitvale Ave	Farwell	Saratoga-LosGatos	Paint	27B	3000
Fruitvale Ave	Three Oaks	Xwalk	Thermo	White	57
Fruitvale Ave	Farwell	X-walk	Thermo	White	54
Fruitvale Ave	Douglass	X-walk	Thermo	White	145
Fruitvale Ave	Douglass	8' "ped xing"	Thermo	White	4 each
NB Friutvale Ave	Saratoga-Los Gatos	Burgundy	Paint	27B	3700
NB Friutvale Ave	Burgundy	Allendale Ave	Paint	27B	2900
NB Friutvale Ave	Burgundy	Allendale Ave	Paint	9 + C marker	3200
SB Quito Rd	Cox Ave	Martha	Paint	39/39A	1400
SB Quito Rd	Cox Ave	Martha	Paint	27B/C	1100
SB Quito Rd	Devon	Martha	Remove old	39/39A	180
SB Quito Rd	Devon	Martha	Remove old	27B/C	118
NB Quito Rd	McCoy	Cox Ave	Remove	bike symbol	7 each
NB Quito Rd	McCoy	Cox Ave	Thermo	bike symbol	9 each
SB Quito Rd	R/R Tracks	Allendale Ave	Thermo	bike symbol	6 each
SB Quito Rd	Cox Ave	McCoy	Thermo	bike symbol	8 each
NB Quito Rd	Allendale Ave	R/R Tracks	Thermo	bike symbol	5 each
SB Quito Rd	Cox Ave	McCoy	Remove	bike symbol	11 each
NB Quito Rd	McCoy	Baylor	Paint	39/39A	1700
NB Quito Rd	McCoy	Baylor	Remove	39/39A	1331
Quito rd	R/R Tracks	Austin Way	Paint	22	9100
Quito Rd	Vessing Rd	Remove 22. install 23	Bot-dots	23	150
Quito Rd	Allendale Ave	Austin Way	Paint	27B	12000
WB Cox Ave	Saratoga	Seagull	Paint	39/39A	4300
WB Cox Ave	Cumberland	Saratoga-Sunnyvale	Paint	39/39A	2900
WB Cox Ave	Saratoga	Saratoga-Sunnyvale	Thermo	bike symbol	16 each
WB Cox Ave	Paseo Presada	Saratoga	Thermo	bike symbol	4 each
EB Cox Ave	Saratoga	Paseo Presada	Thermo	bike symbol	4 each
EB Cox Ave	Saratoga-Sunnyvale Rd	Cumberland	Paint	39/39A	1900
EB Cox Ave	Seagull	Saratoga	Paint	39/39 A	5200
EB Cox Ave	Saratoga-Sunnyvale Rd	Saratoga	Thermo	bike symbol	17 each
NB Saratoga-Sunnyvale	Prospect	Blauer	Thermo	bike symbol	19 each
SB Saratoga-Sunnyvale	Pierce Rd	LT turn pocket	Thermo	38	100
SB Saratoga-Sunnyvale	Pierce Rd	LT turn pocket	Thermo	38	100

SB Saratoga-Sunnyvale	Blauer	Big Basin	Thermo	bike symbol	28 each
SB Saratoga-Sunnyvale	Herriman	Reid	Thermo	39/39A	1100
NB Saratoga-Sunnyvale	Reid	Herriman	Thermo	39/28A	1100
NB Saratoga-Sunnyvale	Saratoga	Blauer	Thermo	bike symbol	22 each
NB Saratoga-Sunnyvale	Blauer	Prospect	Thermo	bike symbol	18 each
Bohlman Rd	Sixth	City Limits	Paint	27B	16000
Mendelsohn Ln	Saratoga-Los Gatos	Saratoga-Los Gatos	Paint	27B	2200
Chester Ave	Allendale Ave	Sobey	Paint	21	3100
Ten Acres	Chester	Sobey	Paint	21	1900
Sobey Rd	Quito	Quito	Paint	22	8400
Sarahills Dr	Verde Vista Ln	Pierce	Paint	22	3600
Sarahills Dr	Saraview	Remove old markers	Bot-dots	23	100
Third St	Oak St	New x-walk	Thermo	Yellow	300
Third St	Oak St	Remove and replace	Thermo	Stop	1 each
Third St	Oak St	Remove and replace	Thermo	22	12
Kirkbrook Dr	Kirkmont	New x-walk	Thermo	Yellow	236
Kirkbrook Dr	Carol	X-walk	Thermo	Yellow	236
Kirkbrook Dr	Kirkmont	Remove and replace	Thermo	8' "Slow"	1 each
Kirkbrook Dr	Kirkmont	Remove and replace	Thermo	8' "school"	1 each
Kirkbrook Dr	Kirkmont	Remove and replace	Thermo	8' "Xing"55	1 each

Detail include removal and replacement of all marker when specified in detail

Attachment D

**CITY OF SARATOGA
SHORT FORM CONSTRUCTION AGREEMENT
FOR PROJECTS WITH NO FEDERAL FUNDING**

Project Name: 2010 City Wide Striping Project

THIS AGREEMENT is made at Saratoga, California by and between the CITY OF SARATOGA, a municipal corporation ("City"), and *[insert name of contractor]*, _____, ("Contractor"), who agree as follows:

RECITALS

WHEREAS, City requires the services of a qualified contractor to perform the work described this Agreement; and

WHEREAS, City lacks the qualified personnel to provide the work; and

WHEREAS, in accordance with Article 3 of Chapter 2, Part 3, Division 2 (commencing with Section 22030) of the State Public Contract Code and Article 12-15 of the City of Saratoga Municipal Code the City has solicited informal bids and selected Contractor to perform the work; and

WHEREAS, Contractor is duly qualified to provide the work; and

WHEREAS, Contractor is agreeable to providing such work on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto agree as follows:

1. **RESULTS TO BE ACHIEVED.** Contractor shall perform the work described in Exhibit A ("Work" or "Work'") in strict accordance with all plans, specifications, and other Contract Documents. Contractor is not authorized to undertake any efforts or incur any costs whatsoever under the terms of this Agreement until Contractor receives a fully executed Agreement from the Administrative Services Department of the City of Saratoga. The term "Contract Documents" means this Agreement, all documents attached to or otherwise made a part of this Agreement, including but not limited to those identified in Exhibit A, all certificates of insurance and bonds required by this Agreement, and Section 9 of the State of California, Department of Transportation Standard Specifications for Construction of Local Streets and Roads (2002) which

includes procedures for determination of payments, compensation for extra work by force account, partial payments, and final payments. Where there is a conflict between the requirements of the several Contract Documents, the more stringent requirements shall govern.

2. **TERM.** The term of this Agreement commences on the date last signed below and continues through completion of the Work, unless City terminates the Agreement as provided in Section 10.

3. **PAYMENT.** City shall pay Contractor for Work performed in accordance with this Agreement at the time and in the manner set forth in Exhibit B ("Payment"). The payments specified in Exhibit B shall be the only payments to be made to Contractor in connection with Contractor's performance of the Work pursuant to this Agreement. Contractor shall submit all billings to City in the manner specified in Exhibit B; or, if no manner is specified in Exhibit B, then according to the usual and customary procedures and practices which Contractor uses for billing clients similar to City.

4. **CHANGES IN WORK.**

A. Contractor shall make no changes in the Work without written direction from the City. Contractor shall not be compensated for any change made without any such written direction. No changes in the Work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

B. If the City directs the Contractor in writing to make changes in the Work that materially affect the cost of performing the Work, the Contract Price will be adjusted based on one of the following:

- i. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
- ii. By establishment of new unit prices and related quantities for the changed Work;
- iii. By a combination of existing and new unit prices and related quantities for the changed Work; or
- iv. By mutual acceptance of a lump sum.

C. If the City directs the Contractor in writing to make changes in the Work that Contractor demonstrates materially affect the time required to perform the work, the City will make a reasonable adjustment to the Contract Time.

5. LABOR.

A. The Contract is subject to the provisions of Part 7 of Division 2 of the California Labor Code (Sections 1720 and following), and Contractor and any subcontractor shall pay not less than the prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the Labor Code of the State of California, the City has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the vicinity of the Work, a copy of which is on file in the office of the City, and shall be made available for viewing to any interested party upon request.

B. As required by Labor Code Section 1773.8, the Contractor shall pay travel and subsistence payments to each worker needed to perform the Work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8.

C. Contractor and any subcontractor shall keep accurate payroll records, in accordance with Section 1776 of the Labor Code, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work.

D. The Contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article.

E. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

F. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Administrator a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

6. **LICENSE REQUIREMENT.** Contractor's attention is directed to Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. At the time Contractor submits its bid to the City and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the classification stated in the **NOTICE INVITING INFORMAL BIDS**. Contractor and all subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

7. **TIME.** Time is of the essence of this Agreement. Contractor shall provide City with scheduling information in a form acceptable to City, including any changes made by City in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance. It is further agreed that in case Contractor fails to complete the Work in all parts and requirements within the Contract Time set forth in Exhibit A, the City shall have the right to extend the Contract Time or not, as may seem best to serve the interest of the City; and if it decides to extend the Contract Time, City shall further have the right to charge to the Contractor, its heirs, assigns or sureties, and to deduct from the payment for the Work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension. In the event that Contractor's work is delayed for any reason, including acts of City, Contractor's sole remedy shall be an extension of time equal to the period of delay, provided Contractor has given City written notice of the commencement of delay within 48 hours of its occurrence. If the City accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute

a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

8. NOTICES. All notices or communication concerning a party's compliance with the terms of this Agreement shall be in writing and may be given either personally, by certified mail, return receipt requested, or by overnight express carrier. The notice shall be deemed to have been given and received on the date delivered in person or the date upon which the postal authority or overnight express carrier indicates that the mailing was delivered to the address of the receiving Party. The Parties shall make good faith efforts to provide advance courtesy notice of any notices or communications hereunder via e-mail. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above. Any Party hereto, by giving ten (10) days written notice to the other, may designate any other address as substitution of the address to which the notice or communication shall be given. Notices or communications shall be given to the Parties at the addresses set forth in Exhibit A until specified otherwise in writing.

9. ASSIGNMENT AND SUBCONTRACTING.

A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

B. For the purposes of administering this agreement no subcontractors will be recognized by the City as such, and all persons engaged in the work of construction will be considered by the City as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.

C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code Sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the City, the subcontractor shall be removed immediately on the request of the City and shall not again be employed on the work.

E. Contractor may not assign performance of the Contract except upon written consent of the City.

10. TERMINATION.

A. Should Contractor fail within five (5) working days from receipt of City's written notice to correct any contractual deficiencies, including but not limited to failure to perform the Work in accordance with the Contract Documents, failure to comply with the directions of City, or failure to pay its creditors, City may terminate this Agreement for default. Following a termination for default, City shall have the right to take whatever steps it deems necessary to correct and complete the work and charge the cost thereof to Contractor, who shall be liable for the full cost of City's corrective action, including reasonable overhead, administrative costs, and attorneys' fees.

B. City may at any time terminate the Contract at City's convenience upon five days written notice to Contractor; in the event of termination for convenience, Contractor shall recover only the amount due under the contract for Work completed to the date of termination in accordance with the Contract Documents, less amounts paid to date. Contractor shall not be entitled to any claim or lien against City for any additional compensation or damages in the event of such termination.

C. If City terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

11. HOLD HARMLESS AND INDEMNIFICATION.

A. The City of Saratoga and all officers, employees, and agents thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of the City's officers or employees.

B. To the fullest extent allowed by law, Contractor shall defend, indemnify and hold harmless the City, its elected and appointed officials, employees and agents, from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs, resulting from injury to or death sustained by any person (including Contractor's employees and subcontractors), or damage to property of any kind, or any other injury or damage whatsoever, which injury, death or damage arises out of or is in any way connected with the performance of the Work, regardless of the Contractor's fault or negligence, including any of the same

resulting from City's alleged or actual negligent act or omission, or its agents, contractors or employees; except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of City, its constituent entities, its and their officers, agents, or servants who are directly responsible to City. This indemnification shall extend to claims asserted after termination of this Contract for whatever reason.

C. In addition to any remedy authorized by law, as much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by the City, may be retained by the City until disposition has been made of such suits or claims for damage.

12. CLAIMS. If any dispute shall arise between City and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to City within ten (10) days after commencement of the disputed work. Contractor's failure to give written notice within the ten (10) day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work. Disputes arising under this Agreement shall be resolved in accordance with the procedures set forth in Section 20104.50 of the Public Contract Code.

13. LAWS TO BE OBSERVED.

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the City, and all officers and employees thereof connected with the Work, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the City's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall forthwith report the same to the Administrator in writing.

14. RECORDS AND AUDITS.

A. Contractor and its subcontractors shall establish and maintain records pertaining to this contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles, and all records shall provide a breakdown of total costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

B. Contractor shall permit City and its authorized representatives to inspect and examine Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. City further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Contract.

C. Pursuant to California Government Code Section 10532, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract

15. INSPECTION AND PROTECTION OF WORK.

A. Contractor shall make the Work accessible at all reasonable times for inspection by the City. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by the City.

B. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, the City shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

16. UTILITY FACILITIES.

A. The Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged.

B. If Contractor while performing the Work discovers utility facilities not identified in the Contract Documents, Contractor shall immediately notify the City and the utility provider. City shall arrange the removal, relocation, or protection of existing main or trunk line utility facilities located at the site of the Work but not identified in the Contract.

C. If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under the Changes section of this Contract, including payment for equipment on the Project necessarily idled during such work.

D. Contractor will not be entitled to damages or additional payment for delays caused solely by the failure of City, or the utility provider, to provide for removal or relocation of existing main or trunk line utility facilities not identified in the Contract Documents, except for equipment necessarily idled during such work.

E. Contractor shall not be assessed liquidated damages for delay in completing the Work solely attributable to the failure of City, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy.

F. The right is reserved by the City and its authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of its facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

G. Attention is directed to the possible existence of underground facilities not known to the City, or in a location different from that which is shown on the plans or in the Special Provisions. The Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling USA utility locator service to mark utilities.

17. DIFFERING SITE CONDITIONS.

A. The Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any:

- 1) Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
- 2) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; or
- 3) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

B. The City shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.

C. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.

D. In the event a dispute arises between the City and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law which pertain to the resolution of disputes and protests.

18. WAIVERS OF LIEN. Contractor shall submit a complete list of major suppliers and/or subcontractors who will be providing material and/or labor for the performance of the Work. Contractor shall submit with each payment request waivers of lien from each major supplier and/or subcontractor that meet the requirements of Civil Code Section 3262.

19. BONDS AND INSURANCE.

A. Bonds. For contracts in excess of \$25,000 Contractor shall, within ten (10) days after being notified of the award of the contract, and before the City will execute the agreement for construction or issue a Notice to Proceed, furnish and file with the City Performance and Payment Surety bonds as set forth below. All bonds shall be issued and duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as

Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,” authorized to do business in the State of California and acceptable to City.

1. Contractor shall submit a Performance bond on the form provided with the Contract Documents, conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. This bond shall be in a sum no less than one hundred percent (100%) of the total Contract Price.

2. Contractor shall also submit a Payment Surety bond on the form provided with the Contract Documents that in all respects complies with Civil Code sections 3247-3252, inclusive. This bond shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance. Contractor shall obtain, at its sole cost and expense, all insurance required by Exhibit D to this Agreement. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to City within ten (10) days after being notified of the award of the contract, and before execution of the agreement by the City.

20. GENERAL TERMS.

A. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. However, with the consent of the City given in writing, Contractor is entitled to subcontract such portions of the work to be performed under this Agreement as may be specified by City.

B. Contractor shall ensure that all employees of Contractor and any subcontractor retained by Contractor in connection with this Agreement have provided the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.

C. Contractor represents and warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest on the part of Contractor, or that the Contractor has already disclosed all such relevant information.

D. Contractor assures and agrees that Contractor will comply with Title VII of the Civil Rights Act of 1964 and other laws prohibiting discrimination and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national

origin, age, religion, Vietnam era veteran's status, political affiliation, or any other non-merit factors be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

E. Contractor shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

F. Except as otherwise provided by law, if any arbitration or litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation thereto, each party shall bear its own attorneys' fees and costs.

G. This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state and venue shall be in Santa Clara County, California.

H. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

I. Contractor understands and agrees that there is no representation, implication, or understanding that the City will request that Work performed by Contractor under this Agreement be supplemented or continued by Contractor under a new agreement following expiration or termination of this Agreement.

J. This Agreement is entered only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.

K. This Agreement incorporates the documents attached hereto as Exhibits and supersedes any and all agreements, either oral or written, between the parties hereto with respect to Contractor's completion of the Work on behalf of City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. No amendment, alteration, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

City of Saratoga	Contractor
By: _____ Dave Anderson, City Manager Date: _____	By: _____ <i>[Insert Name],</i> <i>[Insert title]</i> Date: _____
Attest: _____ Ann Sullivan, City Clerk Date: _____	
Approved as to Form: _____ Richard Taylor, City Attorney Date: _____	

Attachments

- Exhibit A -- Work
- Exhibit B -- Payment
- Exhibit C -- Special Conditions
- Exhibit D -- Insurance Requirements

Exhibit A
Scope of Work

Summary of Work to be Performed: Stated in the NOTICE INVITING INFORMAL BIDS.

Contract Time: Contractor shall complete the Work no later than (25) working days.

Work to be Performed: The Work is described in the following documents which are incorporated into and hereby made a part of this Agreement:

- Notice Inviting Informal Bids dated (Due Date 07-07-10)
- Proposal dated _____
- Specifications as indicated below (*check appropriate box*):
 - Technical Specifications prepared by _____, dated _____.
 - Caltrans Standard Specifications for the Construction of Local Streets and Roads, 2006 Edition, English Units (1-9)

Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the work.

Warranty: Contractor warrants to City that all materials and equipment furnished shall be new, free from faults and defects and of good quality. Contractor hereby warrants its work against all deficiencies and defects for 12 months or the longest period permitted by the law of this State, whichever is more, or as otherwise provided in the Contract Documents.

Contract Administration: This Agreement shall be administered on behalf of City by Rick Torres ("Administrator"). The Administrator has complete authority to receive information, interpret and define City's policies consistent with this Agreement, and communicate with Contractor concerning this Agreement. All correspondence and other communications shall be directed to or through the Administrator or Administrator's designee.

Notices to City pursuant to this Agreement shall be sent in accordance with Section 8 to:

John Cherbone,
Public Works Director
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070

With a copy to:

Ann Sullivan
City Clerk
City of Saratoga
13777 Fruitvale Avenue
Saratoga, CA 95070

Notices to Contractor pursuant to this Agreement shall be sent in accordance with Section 8 to:

Additional Conditions: Without limiting the foregoing description of the Work, Contractor's Work includes, but is not limited to, the following:

- Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than five (5) days after the date the City issues a Notice to Proceed.
- Ensure all necessary permits and approvals for the Work have been obtained.
- Protect all materials to be used in the Work in accordance with the specifications.
- Protect existing facilities and personal property.
- Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, City may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.
- Prepare and submit a written daily activity report to City for each day on which work is performed, including weekends and holidays when worked, and submit the reports to the City no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities and locations, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site,

weather conditions, construction equipment used, and personal injuries or damage to property.

- The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
- The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
- Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

**Exhibit B
PAYMENT**

1. **TOTAL COMPENSATION.**

City agrees to pay, and Contractor agrees to accept for full performance of the Work, the unit prices set forth in Contractor's proposal dated _____ for the actual quantities of Work performed. The total amount paid to Contractor shall not exceed _____ (\$) (the "Contract Price") subject to adjustments for changes in the Work as may be directed in writing by City.

2. **INVOICES.** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for work performed prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of bills, i.e., Bill No. 1;
- b. The beginning and ending dates of the billing period;
- c. A summary containing the total contract amount, the amount of prior billings, the total due this period, and the remaining balance available for all remaining billing periods.

City shall make monthly payments, based on such invoices, for satisfactory progress in completion of the Work subject to retentions described in this Agreement.

3. **ADDITIONAL PAYMENT TERMS.**

A. Contractor shall submit a final payment application in the amount of the contract sum upon completion of the Work and satisfaction of all conditions of the Agreement. City shall make payment within 30 days of receipt of application, less ten percent retention. City shall release the retained funds no less than thirty five (35) days after the date the City accepts the Work.

B. Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

C. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, and other documents, in form satisfactory to City, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release

of lien (as provided in Civil Code Section 3262) on behalf of itself and suppliers that furnished labor, material, equipment or services to the Project.

D. Attention is directed to Section 9 of the State of California, Department of Transportation Standard Specifications for Construction of Local Streets and Roads (2002) which includes procedures for determination of payments, compensation for extra work by force account, partial payments, and final payments. These provisions are Contract Documents incorporated into this Agreement.

E. Charges from Contractor to City will not be honored or paid by City unless the charges are authorized and approved by City at the time the work is being performed.

Exhibit C
Special Provisions

1. LICENSE CLASSIFICATION

In accordance with Section 3300 of the Public Contract Code, the City has determined that the Contractor shall have a Class A (General Engineering Contractor) or Class B (General Building Contractor) License at the time it submits its bid to the City and at all times it is performing the Work.

2. LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, the City will sustain damage. The actual occurrence of damages and the actual amount of the damages which the City would suffer if the Work were not completed within the Contract Time would be impracticable and extremely difficult to determine. Damages the City would suffer in the event of delay include, but are not limited to, loss of the use of the Work, costs of administration, inspection, supervision and the loss suffered by the public within the City.

Accordingly, the parties agree that the amount herein set forth is a reasonable estimate of the damages which the City shall incur upon failure of the Contractor to complete the Work within the Contract Time: Three Hundred Dollars per day (\$ 300/Day), for each calendar day by which completion of the Work is delayed beyond the Contract Time. Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any monies due or that may become due to the Contractor under the Contract.

Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Work caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, provided that the Contractor shall within five (5) days from the beginning of any such delay notify the Administrator, in writing, of the causes of delay. The Administrator shall ascertain the facts and the extent of delay, and the Administrator's findings thereon shall be final and conclusive.

3. COOPERATION AND CARE

A. Should construction be under way by the City, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The City reserves the right to perform other or

additional work at or near the site (including material sources) at any time, by the use of other forces.

B. Until the final acceptance of the contract, the Contractor shall have the charge and care of the Work and of the materials to be used therein, including materials for which partial payment has been received. The City shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance, except as expressly provided in the Special Provisions.

4. PROGRESS OF THE WORK

A. Hours of work - Overtime and holidays. The Contractor shall perform all work during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday unless otherwise specified in the Special Provisions or authorized by the City in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from the City. The request must be received at least two (2) working days in advance of any work. No work will be allowed on legal holidays except in the case of an emergency. A listing of holidays observed by City is on file in the office of the City. If Contractor requests overtime work in which the City will incur costs, Contractor shall be responsible for payment of the City's costs incurred in connection with the overtime work. The City will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten days, the City may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

B. The Administrator or Administrator's designee shall have the authority to suspend the Work, wholly or in part, for such a period as the Administrator may deem necessary.

Exhibit D

INSURANCE

Pursuant to Section 19 of this Agreement the following insurance requirements apply to Contractor and performance of the Work.

Contractor shall procure and maintain for the duration of the contract, and until the expiration of the warranty period following the final completion and acceptance by the City, 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be *at least as broad as*:

1. Insurance Services Office Form CG 0001 covering Commercial General Liability on an "occurrence" basis.
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **General Liability:** (Including operations, products and completed operations.)

\$1,000,000 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 per accident for bodily injury and property damage.
3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Other Insurance Provisions

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

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, 11 85 or 07 04 revisions), or as a separate owner's policy, or on the City's own form.
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. The Insurance Company agrees to **waive all rights of subrogation** against the City, its elected or appointed officers, officials, agents and employees for losses paid under the terms of any policy which arise from work performed by the Named Insured for the Agency. This provision also applies to the Contractor's Workers' Compensation policy.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Contractor shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's

obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, at any time.

Waiver of Subrogation

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

Claims Made Policies

If any of the required policies provide claims-made coverage, the City requires that coverage be maintained for a period of 5 years after completion of the contract.

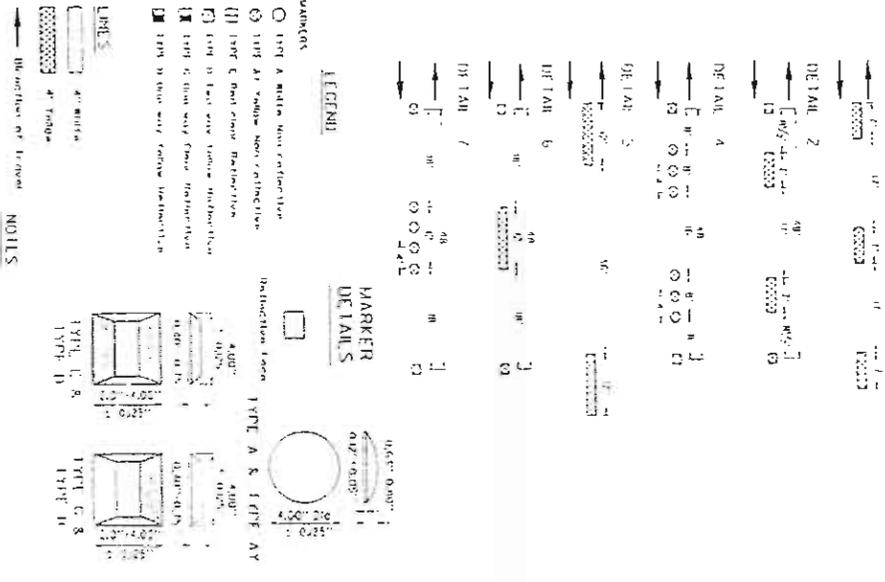
Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT E

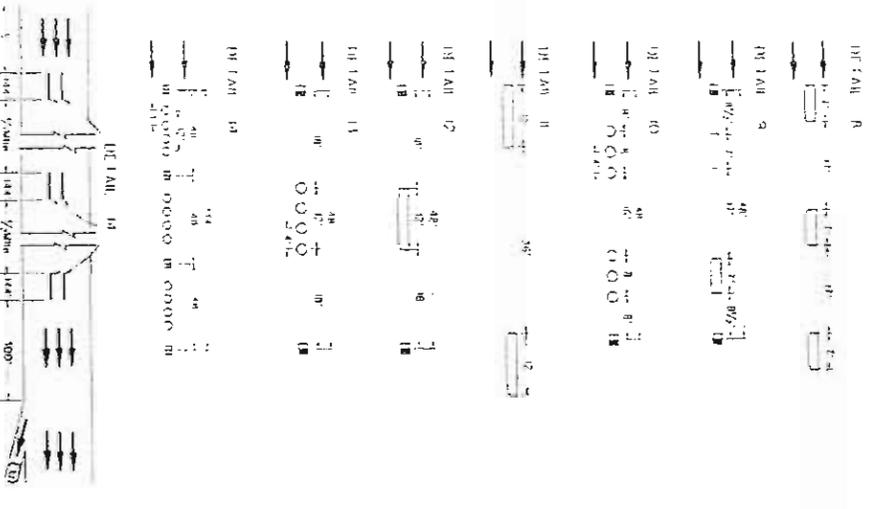
CENTRAL LINES

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TABLE 6
TABLE 7

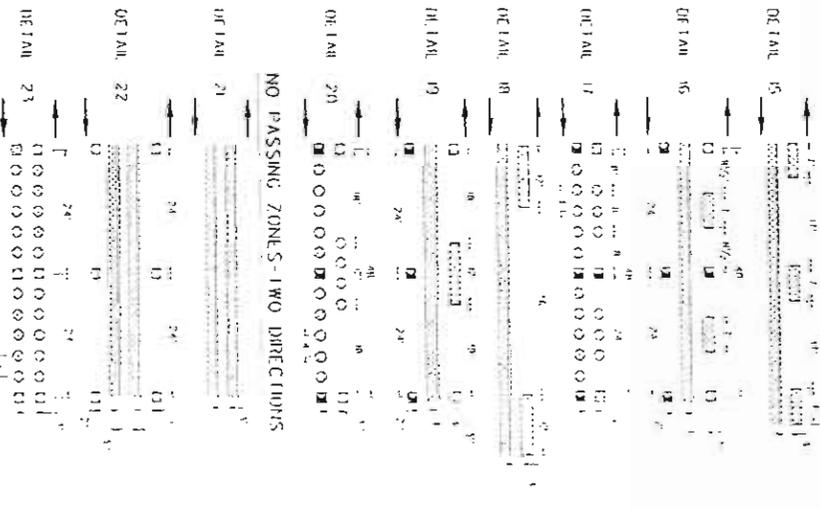


LANELINES

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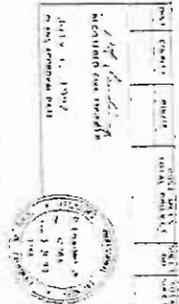


NO PASSING ZONES - ONE DIRECTION

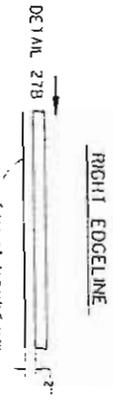
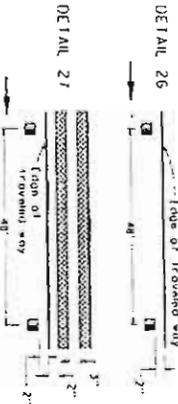
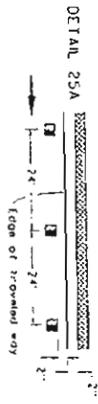
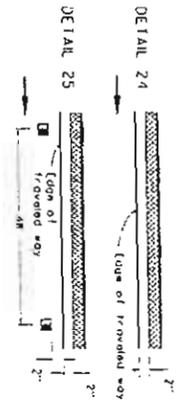


PAVEMENT MARKERS AND TRAFFIC LINES

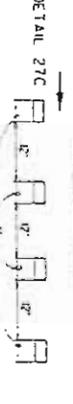
SCALE IN CENTIMETERS
REPRESENTATIVE TO INTERNATIONAL
200 SCALE
A20A



LEFT EDGE LINES
(Divided Highway)

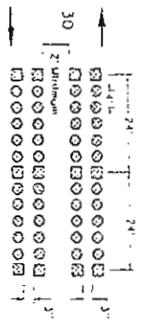
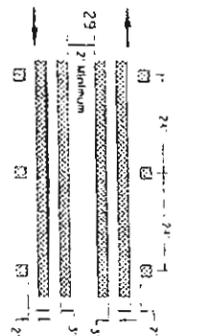
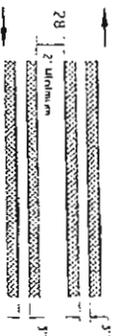


RIGHT EDGE LINES

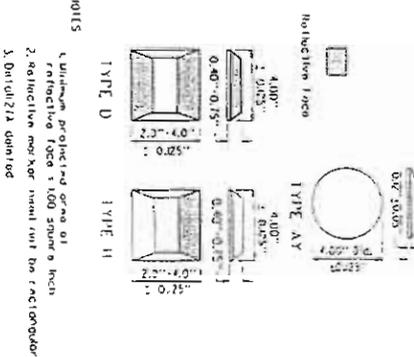


- LEGEND**
- MARKERS:
 - TYPE D Two-way Yellow Reflective
 - TYPE AY Single Yellow Non-reflective
 - TYPE H One-way Yellow Reflective
 - LINE S:
 - 4" White
 - 4" Yellow
- Direction of Travel

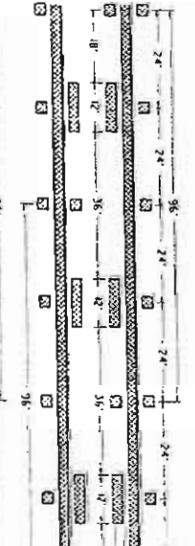
MEDIAN ISLANDS



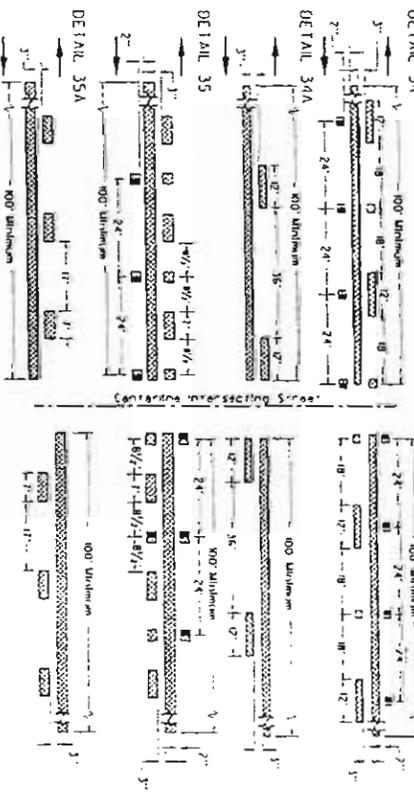
MARKER DETAILS



TWO-WAY LEFT TURN LANES



INTERSECTION TREATMENTS



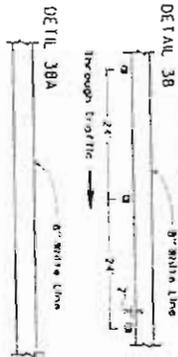
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
NO SCALE

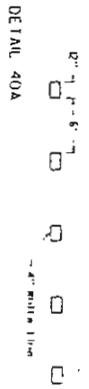
A20B

DATE: JULY 1, 1982
PROJECT: MONTANA CREEK BRIDGE
DRAWN BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN
SHEET NO. 1 OF 1

CHANNELIZING LINE



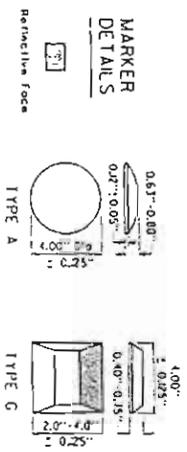
LANE LINE EXTENSIONS THROUGH INTERSECTIONS



LEGEND

- TYPE A White Non-reflective
- ◻ TYPE C One-way Curved Reflective
- Direction of Travel

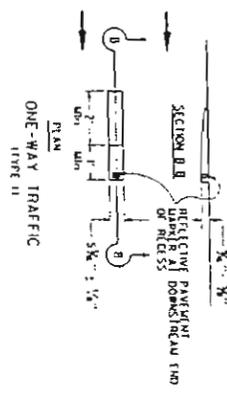
MARKER DETAILS



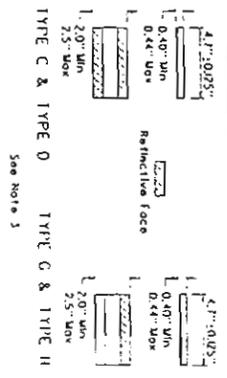
NOTES

- Uniform projected area of reflective face 1.00 square inch
- Reflective marker need not be rectangular
- See typical traffic film outline for marker patterns to be used with recessed pavement marker.
- Detail in foreground of type 2 recess.

RECESS DETAIL FOR REFLECTIVE PAVEMENT MARKER



REFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION



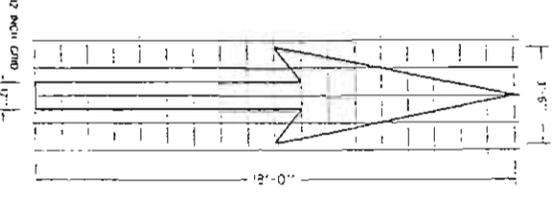
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

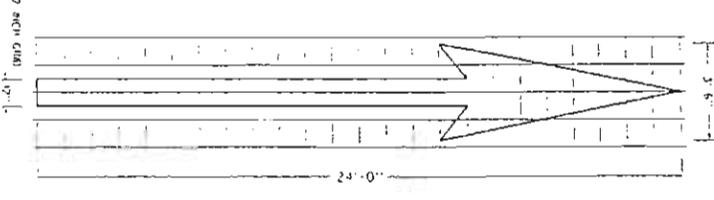
A 20D

DATE	DESIGNED BY	CHECKED BY
APPROVED BY	DATE	DATE

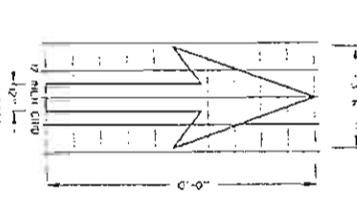
TYPE I (18) ARROW



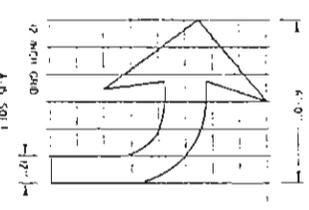
TYPE II (24) ARROW



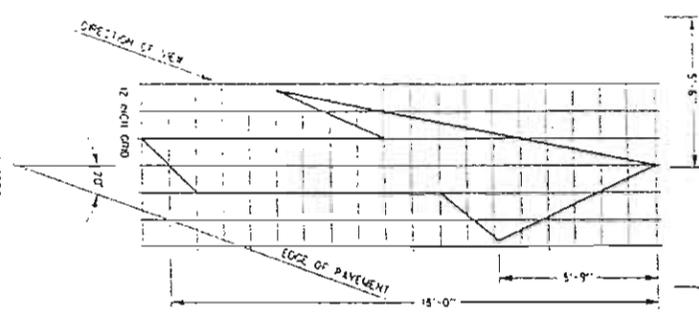
TYPE III (03) ARROW



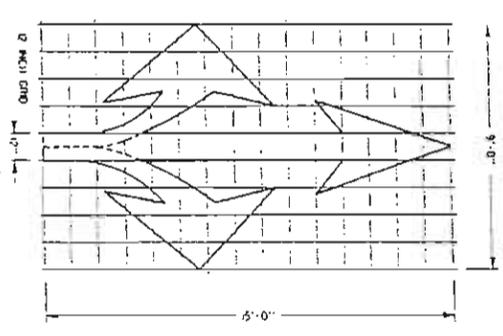
TYPE IV (L) ARROW
IF ON TYPE IV (R) ARROW,
USE MIRROR IMAGE.



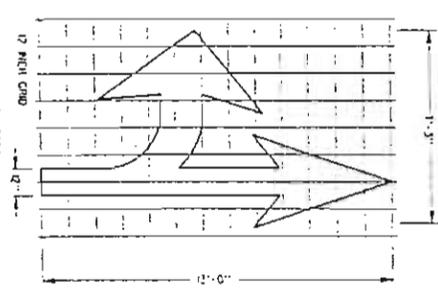
TYPE VI ARROW
RIGHT LANE GROUP ARROW
IF ON LEFT LANE,
USE MIRROR IMAGE.



TYPE VIII ARROW

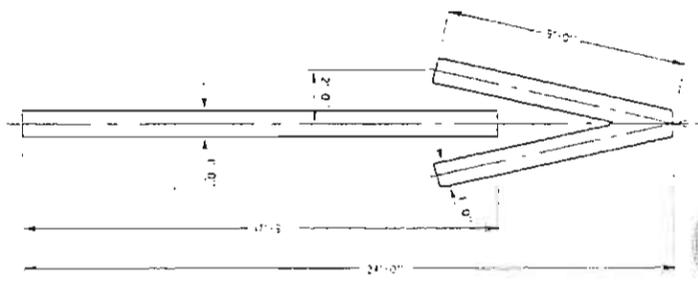


TYPE VII (L) ARROW
IF ON TYPE VII (R) ARROW,
USE MIRROR IMAGE.



NOTE:
UNION VARIATIONS IN DIMENSIONS
MAY BE ACCEPTED BY THE ENGINEER.

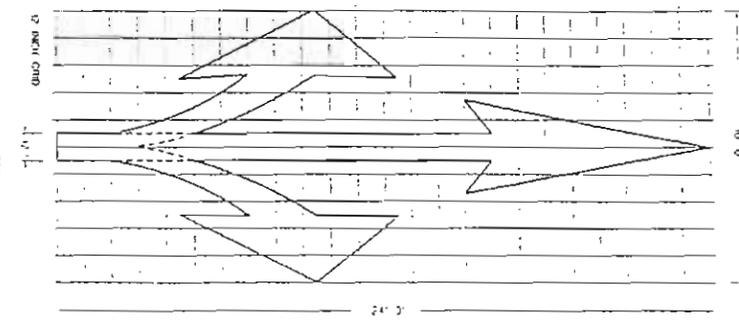
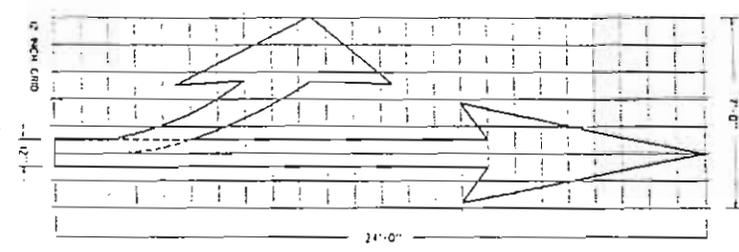
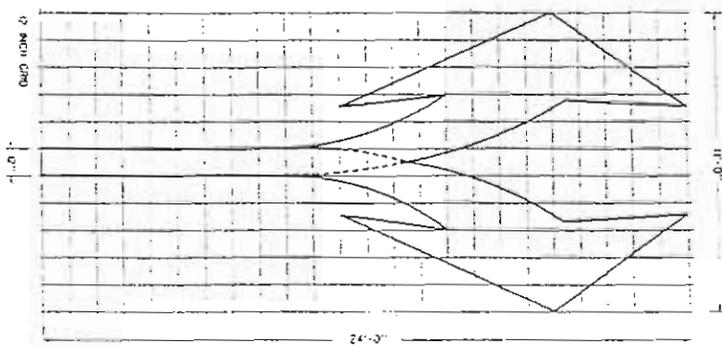
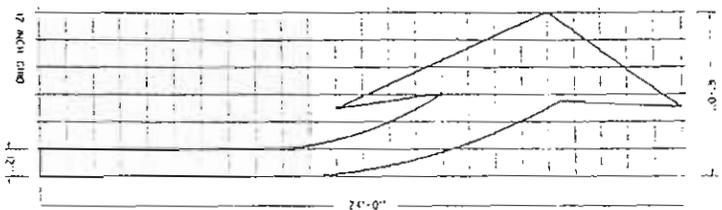
TYPE V ARROW



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
ARROWS
HID SCALE
A24A

STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION
JULY 1, 1997
REVISED FROM PREVIOUS EDITIONS
SECTION 302 - PAVEMENT MARKINGS
A24A - ARROWS
DATE: 7/2/97
BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

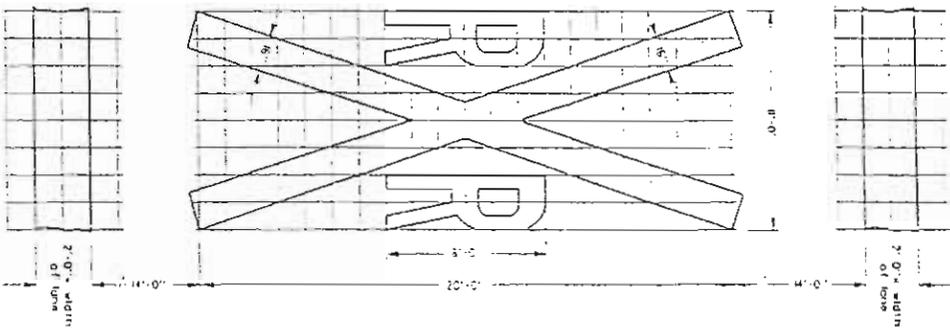
DATE	PROJECT	SECTION	SCALE
JULY 1, 1963	MISSISSIPPI STATE UNIVERSITY	PAVEMENT MARKINGS	1/2" = 1'-0"



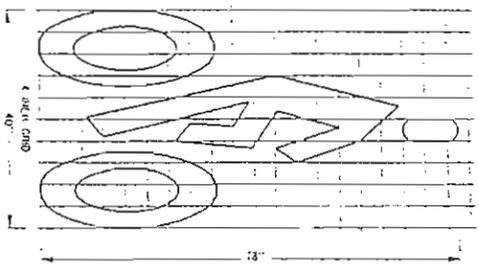
NOTE
MINOR VARIATIONS IN DIMENSIONS
MAY BE ACCEPTED BY THE ENGINEER.

STATE OF MISSISSIPPI
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
ARROWS
NO. SCALE
A24B

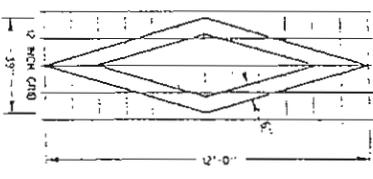
RAILROAD CROSSING SYMBOL
 4-10 SPT 1" 4-10 SPT 1" 4-10 SPT 1"
 7'-0" width of lane



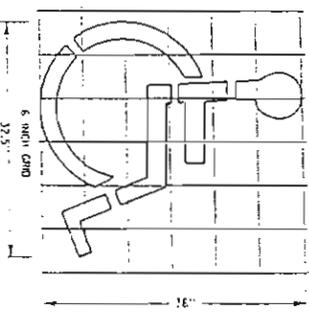
BIKE LANE SYMBOL



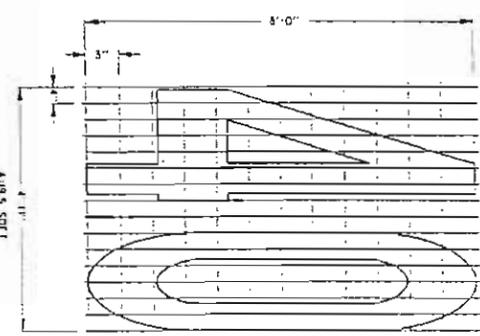
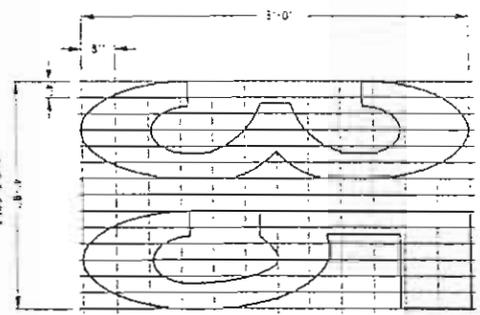
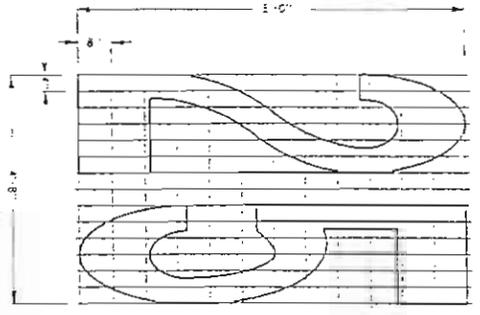
DIAMOND SYMBOL



HANDICAPPED PARKING SYMBOL



NUMERALS



PAVEMENT MARKINGS SYMBOLS AND NUMERALS

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

STD 3111

A 24C

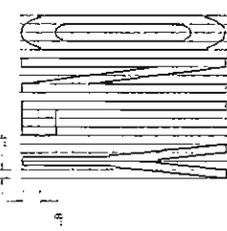
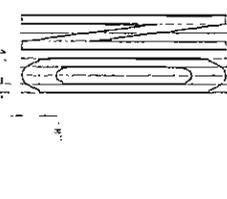
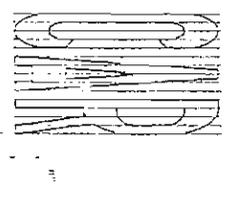
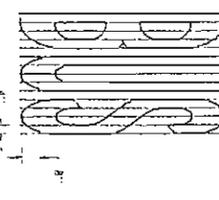
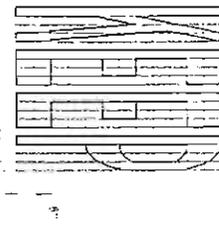
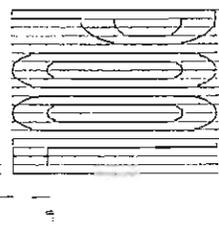
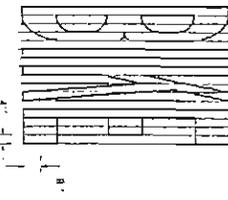
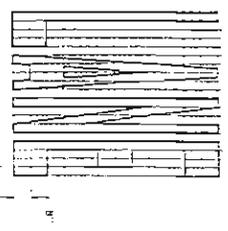
NOTE
 UNLESS VARIATIONS IN DIMENSIONS
 MAY BE ACCEPTED BY THE ENGINEER.

PREPARED BY: *[Signature]*
 DATE: July 1, 1972
 CHECKED BY: *[Signature]*
 DATE: 5/2/72
 APPROVED BY: *[Signature]*
 DATE: 5/2/72
 DIVISION OF HIGHWAYS
 SAN FRANCISCO, CALIF.

PROJECT	NO. 1	DATE	12/15/55
DESIGNED BY	M. J. ...		
CHECKED BY	...		
APPROVED BY	...		
DATE	12/15/55		
SCALE	AS SHOWN		



WORD	SOFT I	SOFT L	SOFT T
STOP	20	40	20
STOP	15	30	15
STOP	11	22	11
STOP	7.5	15	7.5
STOP	5	10	5



12) The space between words should be at least four times the height of the characters for the word used, but not more than ten times the height of the characters. The space may be reduced proportionately when there is limited space between of these characters.

13) When variations in dimensions may be dictated by the engineer.

14) The font of a letter number or symbol may be varied by connecting segments and to exceed 2 1/2 x width.

15) Characters contiguous to each other may be in the "V" style thus in place of "V" with shown.

STATE OF CALIFORNIA
DEPARTMENT OF HIGHWAYS
PAVEMENT MARKINGS
WORDS AND CROSSWALKS
NO. SC-211
A24E