



PUBLIC WORKS DEPARTMENT

INVITATION FOR BIDS,
SPECIFICATIONS, AND CONTRACT DOCUMENTS

FOR

NEARY LAGOON TULE & SEDIMENT REMOVAL PROJECT 2025
CITY PROJECT NO. m409668

SANTA CRUZ CITY COUNCIL

Fred Keeley, Mayor

Shebreh Kalantari-Johnson, Vice Mayor

Renee Golder

Susie O'Hara

Sonja Brunner

Scott Newsome

Gabriela Trigueiro

Matt Huffaker, City Manager

Bonnie Bush, City Clerk Administrator

Anthony P. Condotti, City Attorney

Nathan Nguyen, Public Works Department Director

Kevin Crossley, Assistant Public Works Director

BID OPENING TUESDAY, JULY 8TH 2025 @ 2PM PACIFIC STANDARD TIME

Closing time to receive bids

will be verified by the on-line clock maintained by the

US Naval Observatory, found at:

<https://www.usno.navy.mil/USNO/time/display-clocks/simpletime>

NOTICE INVITING SEALED PROPOSALS OR BIDS

NOTICE IS HEREBY GIVEN that the City of Santa Cruz, California (the “City”), invites sealed Bids for the following “Project”:

“NEARY LAGOON TULE & SEDIMENT REMOVAL PROJECT 2025, M409668”

1. **Date and Place of Opening Bids.** Sealed bids for the construction of the Project will be received at the Public Works Department, 809 Center Street, Room 201, Santa Cruz, California 95060, until Tuesday July, 8th 2025, at 2:00 PM local time in a sealed envelope plainly endorsed with the Project Name and Number, listed above. At that time, the Bids received will be publicly opened and read. Attendees will be required to wear face masks, social distance, and follow any other safety measures currently recommended by the County Public Health Officer. Bids received after the date and time stated above will be rejected as nonresponsive.
2. **Location of Project.** The Project is to be performed at the following location: Neary Lagoon Park
3. **Description of Work.** The Project to be performed consists of furnishing all labor, materials, tools, equipment, and transportation required to complete the Project, with a scope of work to generally include, but is not limited to, the following: Vegetation removal, sediment management/dredging, trucking activities within Neary Lagoon including but not limited to mowing, grubbing, trimming, and liming (the “Work”) and trucking both to the off-site final disposal site. For additional information, please contact the individual listed in Paragraph 17, below.
4. **Time for Completion.** The Project shall be completed in 50 working days. All time limits stated herein are of the essence
5. **Bidding Documents.** The “Bidding Documents” shall include this Notice Inviting Bids, the Bid Form including all attachments included herein, General Requirements, Technical Specifications (including all plans, drawings, and reports), Addenda, draft Agreement, the City’s Standard Specifications (dated 2002), as amended¹, the State of California’s Department of Transportation Standard Specifications (dated 2022), as amended, and all other documents identified herein.
6. **Obtaining the Bidding Documents.** Bidding Documents may be downloaded, without charge, from the following designated website:
<https://procurement.opengov.com/portal/santacruzca>. Paper Bidding Documents may be examined and copies secured from the office of the Public Works Department, 809 Center Street, Room 201, Santa Cruz, California 95060.

Prospective bidders are urged to register with the designated website as a Bidding Documents holder, even if Bidding Documents are obtained from a source other than the

¹ The City’s Standard Specifications (dated 2002) are located via the City Website at:
<https://www.cityofsantacruz.com/home/showpublisheddocument?id=2467>.

designated website or City in either electronic or paper format. The designated website will be updated periodically with Addenda, reports, and other information relevant to submitting a bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the designated website. Neither City nor any City official, employee, or agent will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website or the City.

7. Submitted Bid. Each sealed Bid shall comply with the Bidding Documents and be submitted on the Bid Form, including all attachments. Contractor must clearly and legibly set forth all information requested in the manner and form indicated.

By submitting a Bid, the Bidder represents that it has carefully examined and investigated the Project site and all Bidding Documents.

Each Bid shall include a bid security in the form of a certified check, cashier's check, or bidder's bond made payable to the order of the City of Santa Cruz, California, for an amount not less than (10) percent of the amount of the Proposal. The bid security shall be given as a guarantee that the successful bidder will enter into the contract, and will be declared forfeited if the successful bidder refuses or fails to enter into said contract.

All bidders shall submit with its Bid the included sworn statement of its financial responsibility, technical ability, and experience.

8. Addenda. All submitted Bids shall verify if the City has issued any addenda for this Project. It is the bidder's sole responsibility to ensure that all addenda requirements are included in the submitted Bid. All addenda shall be posted on the City's designated website.
9. Pre-Bid Conference. A non-mandatory site walk will be held at the Chestnut St. Entrance to the Neary Lagoon Park.
10. Withdrawing Submitted Bid. A bidder may withdraw a submitted Bid at any time prior to the time of bid opening only by written request to the City. Unless otherwise required by law, no bidder may withdraw its Bid for a period of sixty (60) days after the bid opening.
11. Award of Contract. The City will award the Project to the lowest responsible and responsive bidder. The City reserves the right to reject any and all Bids, including but not limited to for any minor irregularities, or waive any informalities or minor defects in proposals received. The City may reject a Bid if it determines that any of the bid prices are materially unbalanced to the potential detriment of the City.

Within ten (10) calendar days after receiving written notice that the contract has been awarded, the successful bidder shall return to the City the signed agreement, together with the completed Labor and Material Bond and Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price (issued by a corporate surety company approved by the City Attorney), insurance certificates, and all other documents as required by the Bidding Documents.

12. Department of Industrial Relations Monitoring. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Prevailing

wages as published by the DIR are required for all workers, including those employed by subcontractors, for all non-federally funded projects.

No contractor or subcontractor may be listed on a Bid or awarded the contract for the Project unless registered with the DIR pursuant to Labor Code section 1725.5 and 1771.1. Refer to the DIR website, <http://www.dir.ca.gov>, to register and to find the correct wage rates and answers to questions related to prevailing wage requirements.

13. Section intentionally omitted.
14. **Licenses.** Bidders and their proposed subcontractors shall hold such licenses as may be required by the laws of the State of California for the performance of the Work. The Contractor is required to ensure that all subcontractors listed in the Bid Form and working on this Project hold valid licenses and certifications suitable for their trade. Bidder is required to provide with its Bid satisfactory proof of licensure to the City.

Bidders bidding as the Prime Contractor shall possess a valid California Contractor's Class A license at the time of bid submittal, and all listed subcontractors shall hold valid licenses suitable for their trade at the time of bid submittal. Failure to possess required licenses at the time of bid submittal may render the bid non-responsive and shall act as a bar to award of the contract to the bidder and shall result in a forfeiture of the bid security.

Bidder and all subcontractors shall maintain the required licenses throughout the entire Project until the City issues a Notice of Completion.
15. **Retention.** Progress payments are subject to 5% retention withholding until thirty-five (35) calendar days after recording the notice of completion. Pursuant to California Public Contract Code Section 22300, for monies earned by the General Contractor and withheld by the City to ensure the performance of the Contract. The General Contractor, may, at its option, choose to substitute securities meeting the requirements of California Public Contract Code Section 22300, or have the retained, earned monies deposited in an escrow account at a federal or state-chartered bank.
16. **Business License.** All Contractors and subcontractors working in the City must have a valid City of Santa Cruz business license at the time the contract is awarded, pursuant to Santa Cruz Municipal Code (SCMC) Chapter 5.04.
17. **Questions for City.** All questions relative to this Project prior to the opening of Bids shall be in writing and received a minimum of five (5) working days prior to the above-stated Bid opening date and shall be directed to:

This Advertisement is issued by the City of Santa Cruz, California.

Dated: May 12, 2025


Kevin Crossley, PE
Assistant Director of Public Works
Public Works Department
809 Center Street, Rm. 201
Santa Cruz, CA 95060

BID FORM
For
“NEARY LAGOON TULE & SEDIMENT REMOVAL PROJECT 2025”

TO: The Council of the City of Santa Cruz

PROPOSAL OF: _____
Business Address: _____
Business Telephone: _____

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement, in the form specified in the Contract Documents, with the City of Santa Cruz (“City”) to perform all work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the Bidding Documents.

The undersigned Bidder understands that any or all quantities of work shown herein are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased or decreased at the unit prices as stated in the following tabulation. The undersigned Bidder agrees to take in full payment for the work, including all applicable state and local taxes, the amount shown on the bid sheet.

Please note the closing time to receive bids will be verified according to local telephone company time.

IT IS UNDERSTOOD THAT THIS BID IS BASED UPON COMPLETION OF THE WORK AS SPECIFIED IN THE SPECIAL PROVISIONS WITHIN 50 WORKING DAYS, AND THE PRICES INCLUDE ALL STATE, FEDERAL, AND OTHER TAXES APPLICABLE TO THE PROJECT.

The undersigned Bidder agrees to do any extra work, not covered by the above schedule of price, which may be ordered by the City, and to accept as full compensation therefore, such prices as may be agreed upon in writing by the City and the Contractor in accordance with the “Measurement and Payment” Section of the Standard Specifications.

If awarded the contract, the undersigned Bidder hereby agrees to submit the following documents to the City within ten (10) business days of the Notice of Award: a signed Agreement, executed bonds (including Faithful Performance Bond and Payment Bond), proper evidence of insurance, and any other forms or documents identified in the Bidding Documents and Notice of Award. The undersigned Bidder further agrees to begin work within ten (10) days after receiving the Notice to Proceed.

The undersigned Bidder has carefully examined the form of the Agreement, the Standard Specifications, the Plans and Special Provisions for the project hereinbefore described and referred to in the “Invitation to Bidders” inviting proposals for **NEARY LAGOON TULE & SEDIMENT REMOVAL PROJECT 2025** and also the site of the work and will provide all necessary machinery, tools apparatus and other means of construction, and do all the work and furnish all materials required by said Specifications and Plans and Special Provisions in the manner described therein.

No bid will be considered for less than all items of this schedule and one contract will be awarded for the entire Project.

The undersigned has carefully checked the bid prices, and all computations involved in the preparation of this bid and understands that the City of Santa Cruz will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

This Bid is made with a full knowledge of the kind, quantities, and quality of the work and of materials, equipment, and plans required. This proposal is also made after a complete, careful, and independent examination and investigation of the site of the work, local conditions affecting the same, and materials to be encountered.

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

The Bidder furthermore agrees that in case of its default in executing said Agreement with necessary bonds, the check or bond accompanying this Bid and money payable will become and remain the property of the City of Santa Cruz.

Enclosed is Bidder's bond, certified check, or cashier's check no. _____ of the _____ Bank for \$ _____ which is not less than 10 percent of the Bid submitted by the undersigned, payable to the City of Santa Cruz, California, and which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

It is understood and agreed that the City may reject any or all proposals, or waive any informalities or minor defects in proposals received.

It is agreed that this bid may not be withdrawn over a period of sixty (60) days from the opening thereof.

Bidder submits the following complete and executed documents herewith to form a complete Bid:

1. Bid Form
2. Basis of Bid
3. Bid Bond (if used as security)
4. List of Subcontractors Form
5. DIR Compliance Affidavit
6. Contractor Reference Information
7. Non-Collusion Declaration
8. Bidder's Financial Qualification Form

Note: Bidders should not add any conditions or qualifying statement to this bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.

The undersigned declares under penalty of perjury that the information contained in this Bid and all accompanying documents are true and correct. **A notary acknowledgment is required.**

Dated: _____ Firm Name: _____

Official Address: _____ Phone: _____

Email Address: _____

By: _____ Title: _____

State Contractor's License No.: _____

DIR Registration No.: _____

Signature of Bidder: _____

Basis of Bid

Name of Bidder: _____
Project Name/Number: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (\$)	Unit Price Extension (\$)
1	Mobilization/Demobilization	L.S.	1		
2	Dredging/Sediment Removal	Tons	150		
3	Sediment Trucking to Disposal Site	Tons	150		
4	Sediment Disposal	Tons	150		
5	Vegetation Removal	Tons	550		
6	Vegetation Trucking to Disposal Site	Tons	550		
7	Vegetation Disposal	Tons	550		
8	Tree Trimming and Removal	L.S.	1		
9	Project Summary Report	L.S.	1		
				SUBTOTAL	
				10% CONTINGENCY	
				TOTAL	

Total Basis of Bid Plus Contingency in Words: _____

Bid Bond
(If Bond Posted as Security)

KNOW ALL PERSONS BY THESE PRESENT:

THAT WE, _____, AS PRINCIPAL,
AND _____, AS SURETY, are held and firmly
bound unto the City of Santa Cruz in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT
OF THE BID of the Principal above named, submitted by said Principal to the City of Santa Cruz
for the work described below, for the payment of which sum in lawful money of the United States,
well and truly to be made to the City of Santa Cruz to which said bid was submitted, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents. In no case shall the liability of the surety hereunder exceed the sum of
\$_____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has
submitted the above-mentioned bid to the City of Santa Cruz, aforesaid, for certain construction
specifically described as follows

For:

“NEARY LAGOON TULE & SEDIMENT REMOVAL PROJECT 2025, m409668”

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

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

PRINCIPAL

SURETY

(Seal) _____ (Seal)

Signature

Signature

Title

Title

Address

Address

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary
Acknowledgement.)

List of Subcontractors Form

Name of Bidder: _____
Project Name/Number: _____

Bidder will use Subcontractors for the Work: YES NO

For each subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent, Bidder shall indicate on this form each proposed subcontractor's legal/contracting entity name, business address and phone number, the Contractor's State Licensing Board license number, the public works contractor registration number issued pursuant to California Labor Code Section 1725.5, the dollar amount and proportion (in percent) of the Work of each Subcontractor (of any tier) to whom a portion of the Work will be awarded via one or more subcontracts, and the work to be performed by the subcontractor.

Subcontractor's Legal Name	Business Address and Phone Number	CSLB License Number	Public Works Contractor DIR Number	Subcontract Amount and Proportion of Total Bid Price	Work to Be Performed

(Attach additional sheets, if necessary)

DIR COMPLIANCE AFFIDAVIT

Name of Bidder: _____
Project Name/Number: _____

California Labor Code requires private contractors, and their subcontractors, to pay prevailing wages to their workers when working on a project funded by a public entity. Prevailing wages are due if the project costs more than \$1,000, and involves the following construction work: new construction, alteration, demolition, installation, repair and maintenance. Contractors must also make an attempt to hire apprentices when the total project costs exceed \$30,000.

Prior to commencement of the Contract, all Contractors and subcontractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to <https://www.dir.ca.gov/Public-Works/PublicWorks.html>.

- No contractor or subcontractor may be listed on a bid proposal for a public works project (effective March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (effective April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- DIR registration is required each fiscal year (July 1 – June 30).

I, the Bidder, certify that:

I acknowledge that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. I am aware of the provisions of Senate Bill SB 854 and Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, and 1815 which require Contractors to comply with all labor compliance requirements, including but not limited to, prevailing wage requirements, Public Works Contractor Registration Program, Electronic Certified Payroll Reporting, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract.

Signature

Date

Print Name

Title

Contractor Reference Information

Name of Bidder: _____
Project Name/Number: _____

Failure to provide this information may constitute grounds for rejection of the bid.

The Bidder has been engaged in the contracting business under State License No.(s) _____ for a period of years.

The following are five owners for whom the Bidder has constructed projects of similar scope to the Project. Such projects will have been completed within the past five years.

1. Name, Address, Phone No: _____
Project Description: _____
Date Completed: _____
2. Name, Address, Phone No: _____
Project Description: _____
Date Completed: _____
3. Name, Address, Phone No: _____
Project Description: _____
Date Completed: _____
4. Name, Address, Phone No: _____
Project Description: _____
Date Completed: _____
5. Name, Address, Phone No: _____
Project Description: _____
Date Completed: _____

Non-Collusion Declaration
(Pursuant to Section 7106 of the Public Contract Code)

Name of Bidder: _____
Project Name/Number: _____

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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 to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20____, at _____ [City],
_____, [State].

(Signature)

Bidder's Financial Qualification

Name of Bidder: _____
Project Name/Number: _____

Reference is hereby made to the following bank or banks as to the financial responsibility of the Bidder:

Name of Bank	Address/Phone Number/Contact Name & Title

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the Bidder:

Company: _____

Address: _____

Company: _____

Address: _____

I certify that Bidder is financially and technically capable of performing and has the necessary experience to perform the work of the contract.

I declare under penalty of perjury that the foregoing is true and correct. This certificate is executed on _____ [date], at _____ [city], _____ [state].

BIDDER

Name: _____
Title: _____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF SANTA CRUZ, a municipal corporation, hereinafter called "City," and _____, hereinafter called "Contractor;"

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for and in consideration of the covenants and agreements herein contained and the payments at the prices stated in the bid proposal attached hereto, and by this reference made a part hereof, the Contractor hereby covenants and agrees to furnish any and all required supervision, labor, equipment, material, services, and transportation, as set forth in the Contract Documents as hereinafter defined, and will bear any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, construct, reconstruct, pave or repave and complete improvements for:

NEARY LAGOON TULE & SEDIMENT REMOVAL PROJECT 2025

(the "Project") in strict conformity and compliance with the Contract Documents, and to do everything required by this Agreement, and by said Contract Documents as hereinafter defined (the "Work").

ARTICLE II

It is expressly agreed and understood by each and every party to this Agreement that the following documents are hereby incorporated and made a part of this Agreement (hereinafter the "Contract Documents"):

1. All applicable Laws and Regulations
2. Duly issued Agreement modifications, and allowance authorization(s) signed by the City, in chronological order by effective date of each.
3. This Agreement, including:
 - a. Exhibit A – Contractor's Bid Proposal, including all attachments
4. Labor and Material Bond (Payment Bond)
5. Performance Bond
6. Insurance Certificates, including Contractor's Certificate Relating to Worker's Compensation
7. Invitation For Bids for Neary Lagoon Tule & Sediment Removal Project 2025, m409668, including the Project Specifications, drawings, and plans, all Exhibits, and all Addenda in the reverse order of date of issuance
8. General Conditions
9. Standard Specifications, including the City Specifications and all applicable State Specifications and/or Drawings

The parties to this Agreement do hereby expressly acknowledge that they have read, understand, and promise to comply with each and every provision of Contract Documents. There are no Contract Documents other than those indicated above. In the event inconsistencies, conflicts, or ambiguities

between and among the Contract Documents are discovered, the parties shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed above. Inclusion of an order of precedence herein does not in any way negate or reduce Contractor's obligation to report conflicts, discrepancies, apparent omissions, and similar matters to the City.

ARTICLE III

It is expressly agreed and understood by the Contractor that the "Standard Specifications" corr the documents on file at the Public Works Department of the City of Santa Cruz, entitled:

1. City of Santa Cruz Department of Public Works, Department of Parks and Recreation, and Water Department 2002 Standard Specifications ("City Specifications");
2. Standard Specifications of the State of California, Department of Transportation, dated 2022 ("State Specifications"); and
3. State of California /Caltrans: California Manual on Uniform Traffic Control Devices (CA MUTCD) (2014 Revision 6).

Where conflicts arise between the City's Standard Specifications and the State Specifications, the City's Standard Specifications shall control and apply.

ARTICLE IV

Contractor shall conform to all laws and regulations of the United States and the State of California, as well as laws of Santa Cruz, as may be applicable to the Project. In addition, the City Council of the City of Santa Cruz endorses the MacBride Principles and the Peace Charter and encourages all companies doing business in Northern Ireland to abide by the MacBride Principles.

ARTICLE V

The City hereby contracts to pay said Contractor the prices provided for in the Bid Proposal in the manner, to the extent, and at the times set forth in the Contract Documents.

ARTICLE VI

It is agreed by the parties hereto that the acceptance of the Contractor's performance will be made only by an affirmative action of the City of Santa Cruz City Council in session, evidenced by resolution, and upon the filing by the Contractor of a Release of all Claims of every nature on account of work done under this Agreement, together with an affidavit that all claims have been fully paid. The acceptance by the Contractor of said final payment shall constitute a waiver of all claims against the City arising out of or in connection with this Agreement.

ARTICLE VII

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and its respective officials, officers, directors, partners, employees, and authorized agents ("Indemnitees") from and against any and all claims, suits, actions, judgments, demands, liabilities, losses, damages, expenses, including attorneys' fees and costs of litigation (collectively, "Losses"), arising from personal or bodily injuries, death, property damage, or otherwise in any

way related to, connected with, or resulting from the obligations or performance of the Work under this Agreement by Contractor, subcontractors, and their respective officers, directors, employees, agents, or other third parties directly or indirectly employed by or under the authority or control of Contractor or subcontractors. This provision shall not be deemed to require the Contractor to indemnify or hold harmless an Indemnitee for any Loss proximately caused by the sole or active negligence or willful misconduct of the Indemnitee, as determined by a court or other adjudicatory body of competent jurisdiction.

Contractor acknowledges and agrees that Contractor's obligation to defend the City and the other Indemnitees arises at the time such Losses are tendered to Contractor by the Indemnitees and continues at all times until finally resolved, and/or decided by an adjudicatory body or a court of competent jurisdiction. This provision shall survive the termination of the Agreement or the completion of the Work.

This indemnification clause supersedes any other indemnification clauses contained in any other Contract Documents.

ARTICLE VIII

Contractor shall be responsible for complying with the provisions of California Public Contract Code Section 7104 regarding trenching and excavations that extend deeper than four (4) feet below the surface. No change order issued pursuant to California Public Contract Code Section 7104 shall provide for any increase in compensation that would exceed the recovery allowed pursuant to the "Claims" section of the General Requirements.

ARTICLE IX General Terms

1. Complete Agreement. This Agreement, along with the terms and conditions in the Contract Documents and any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
2. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
3. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
4. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
5. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
6. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

7. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

Signature Page to Follow

IN WITNESS WHEREOF, this Agreement is executed by the City Manager of the City of Santa Cruz, under and pursuant to a resolution of the City Council authorizing such execution, and the Contractor has affixed his/her signature hereto the day and year first hereinabove written.

Technical Review by:

Kevin Crossley, Assistant Director/City Engineer

Date: _____

Approved as to Form by:

Anthony P. Condotti, City Attorney

Date: _____

For Contractor Name:

Signature: _____
(Name, Title)

Date: _____

For CITY OF SANTA CRUZ, a municipal corporation

Matt Huffaker, City Manager

Date: _____

LABOR AND MATERIAL BOND

WHEREAS, as the City Council of the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California (the "City"), has awarded to _____, hereinafter designated as the "Principal", a contract for constructing the work or improvement described in the contract documents entitled: **NEARY LAGOON TULE & SEDIMENT REMOVAL PROJECT 2025**, adopted by the City Council of the City _____, 20____ and

WHEREAS, said Principal is required under the terms of said contract to furnish a Labor and Material Bond, the surety of this bond will pay the same to the extent hereinafter set forth; and

WHEREAS, the said Principal is about to enter into the annexed contract with the City to complete the work or improvement referred to above for the City, all as more particularly and in detail shown upon the Contract Documents filed in the Office of the City Clerk of the City:

NOW, THEREFORE, we, the Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ as "Surety", are held and firmly bound unto the City of Santa Cruz in the sum of _____ dollars (\$_____), such sum being not less than one hundred percent (100%) of the estimated contract cost of the work, lawful money of the United States of America, to be paid to the City of Santa Cruz, for payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or its heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, vendor supplies, or equipment as provided in the contract documents, upon, for, or about the performance of the work contracted to be done, or for any work or waiver thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or fails to pay any of the persons authorized under Civil Code Section 9100 to assert a claim against a payment bond, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal or his/her subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, or fails to pay 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 all subcontractors with respect to such work and labor that the surety or sureties will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, will pay, in addition to the face amount hereof, a reasonable attorney's fee, to be fixed by the Court.

The condition of this obligation is such that its terms inure to the benefit of any of the persons and entities authorized in Civil Code Section 9100 to assert a claim against a payment bond so as to give a right of action to such persons or entities or their assigns in any suit brought upon or action to enforce liability on the bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder shall in any manner affect its obligation upon this bond, and it does hereby explicitly waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the

work to be performed thereunder, and further explicitly hereby waives its rights under Civil Code Section 2819.

IN WITNESS WHEREOF, the above parties have executed this instrument under their seals this _____ day of _____, 20____, and duly signed by its undersigned representative, pursuant to the authority of its governing body.

PRINCIPAL:

Firm name: _____

Printed name: _____

Signature: _____ Date: _____

Title: _____

SURETY:

Firm name: _____

Printed name: _____

Signature: _____ Date: _____

Title: _____

I hereby approve the form of the within bond.

City Attorney

Date

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary Acknowledgement.)

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California (the "City"), and _____
_____ hereinafter designated as "Principal" have entered into an agreement whereby Principal agrees to install and complete the work or improvement described in the contract documents entitled: **NEARY LAGOON TULE & SEDIMENT REMOVAL PROJECT 2025**, adopted by the City Council of the City on _____, 20____; and

WHEREAS, said Principal is about to enter into the annexed agreement with the City as is required to furnish security for the faithful performance of said Agreement.

NOW, THEREFORE, we, the Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, as "Surety", are held and firmly bound unto the City, in the sum of _____ (\$_____), such sum being not less than one hundred percent (100%) of the estimated contract cost of the work, lawful money of the United States of America, to be paid to the City, for payment of which sum, well and truly to be paid, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, by these presents;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, its heirs, executors, administrators, successors, or assigns will in all things 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 her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to the true intent and meaning, and will indemnify and save harmless the City, its officers and agents, and employees, as therein stipulated, then this obligation will become null and void, otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there will be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City.

As a condition precedent to the satisfactory completion of the said contract, an obligation in the amount of _____ (\$_____), being not less than ten percent (10%) of the estimated contract cost, will remain in force for a period of one (1) year after the official acceptance of said work, during which time if the Principal, its heirs, executors, administrators, successors or assigns will fail to make full, complete and satisfactory repairs and replacements or totally protect the City of Santa Cruz from loss or damage made evident during said period of one (1) year from the date of official acceptance of said work and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the sum of (\$_____), will remain in full force and effect, otherwise the obligation will be discharged. However, notwithstanding any other provisions of this paragraph, the obligation for the surety hereunder will continue so long as any obligation of the Principal remains.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications will in any manner affect this obligation upon this bond, and it does hereby explicitly

waive notice of any such changes, extensions of time, alterations, or additions to the terms of the contract or to the work to be performed thereunder, or to the specifications, and it further explicitly hereby waives its rights under California Civil Code § 2819.

IN WITNESS WHEREOF, the parties have executed this instrument under their seals this _____ day of _____, 20____, and duly signed by its undersigned representative, pursuant to the authority of its governing body.

PRINCIPAL:

Firm name: _____

Printed name: _____

Signature: _____ Date: _____

Title: _____

SURETY:

Firm name: _____

Printed name: _____

Signature: _____ Date: _____

Title: _____

I hereby approve the form of the within bond.

City Attorney

Date

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary Acknowledgement.)

Contractor's Certificate Relating to Worker's Compensation

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work under contract with the City of Santa Cruz (check one of the following) for **NEARY LAGOON TULE & SEDIMENT REMOVAL PROJECT 2025:**

I have and will maintain in full force and effect Workers' Compensation Insurance, as required by Section 3700 of the Labor Code, for the performance of the Work. My Workers' Compensation insurance carrier and policy number are:

Insurance Carrier: _____
Policy Number: _____

I have and will maintain in full force and effect and have attached hereto a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations, as provided for by Section 3700 of the Labor Code, for the performance of the Work.

I declare under penalty of perjury that the foregoing is true and correct and executed on _____, 20__ at _____, California.

CONTRACTOR

Name: _____
Title: _____

GENERAL CONDITIONS

1. Failure to Execute Contract

Failure of the lowest responsible and responsive bidder to execute the Contract and provide all acceptable bonds and documents as required by the Contract Documents as provided herein within ten (10) calendar days after such bidder has received the Contract for execution shall be just cause for the annulment of the award and the forfeiture of the bid security. This period of time shall be subject to extension for such further period as may be agreed upon in writing between the City and Bidder concerned.

2. Contractor's Insurance

Contractor will 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 and the results of that work by the Contractor, its/his agents, representatives, employees or subcontractors.

A. CERTIFICATE REQUIREMENTS

The City will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 333 Front Street., Suite 200, Santa Cruz, CA 95060,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the City, its officers, officials, employees, agents, and volunteers as additional insureds.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE

Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The City will be entitled to coverage for the highest limits maintained by Consultant. Coverage will be at least as broad as:

- COMMERCIAL GENERAL LIABILITY (CGL): \$2,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE
Proof of coverage for \$2 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be at least twice the required occurrence limit.
- AUTOMOBILE LIABILITY:
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.

- WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease.
The Worker's Compensation policy must be **endorsed** with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.
(Not required if Consultant provides written verification it has no employees) - If Contractor has no employees, Contractor shall complete and sign a [Workers' Compensation Exemption Declaration and Release of Liability](#)
- RAILROAD PROTECTIVE LIABILITY: Insurance naming only SCCRTC and Santa Cruz & Monterey Bay Railway as the insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. A binder stating the policy is in place must be submitted to the City of Santa Cruz until the original policy is forwarded.
- DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Cruz. At the option of the City of Santa Cruz, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respect the City of Santa Cruz and the SCCRTC and both entities' officers, officials, employees, agents and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Santa Cruz guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. OTHER INSURANCE PROVISIONS

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Santa Cruz requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Santa Cruz.

The insurance policies are to comply with the following provisions:

- ADDITIONAL INSURED STATUS
The City of Santa Cruz and Santa Cruz County Regional Transportation Commission (SCCRC) and both entities' officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL, and automobile insurance (if transporting hazardous materials policy(ies) with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an **endorsement** to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10 CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 (if a later edition is used).
- PRIMARY COVERAGE
For any claims related to this Agreement, Consultant's insurance coverage will be **primary** insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Consultant's insurance and will not contribute with it.
- NOTICE OF CANCELLATION
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.

- **WAIVER OF SUBROGATION**

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- **EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES**

The excess/liability policies will provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must **follow form** the terms, conditions, definitions, and exclusions of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

The policy regarding Limits of Insurance regarding Aggregates must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

- **SELF-INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or 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.

- **CLAIMS MADE POLICIES**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- **VERIFICATION OF COVERAGE**

Consultant will furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL,CPL, and automobile Policy(ies) listing all policy endorsements to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance

policies, including endorsements required by these specifications, at any time.

D. SUBCONTRACTORS

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

E. SPECIAL RISKS/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 and provide notice to Consultant.

3. Claims

A. Definition of “Claim”.

All provisions of California Public Contract Code Section 9204 are incorporated into and form an integral part of the Contract Documents for this Project. The City and Contractor shall comply with California Public Contract Code Section 9204 when applicable.

As used herein, the term “Claim” means a separate written demand or assertion by Contractor sent by registered mail or certified mail, with return receipt requested, for one or more of the following arising out of or related to the Contract Documents or the performance of the Work: (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under the Contract; (B) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract 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 City, as defined in Public Contract Code Section 9204(c).

A Claim does not include, and the procedures for processing of Contractor Claims do not apply to the following:

- (i) Claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine (other than penalties for delay assessed by the City under the Contract).
- (ii) Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
- (iii) False claims liability under California Government Code Section 12650, et seq.
- (iv) Defects in the Work first discovered by City after final payment by City to Contractor.
- (v) Claims respecting stop notices.
- (vi) The right of City to specific performance or injunctive relief to compel performance of any provision of the Contract Documents or for other City claims against the Contractor.

B. Time Period for Submission of Claim.

If a Claim involves an adjustment to the Contract Sum or to the Contract Time due to Extra Work, then the Claim arises upon issuance of a decision denying, in whole or in part, Contractor’s Change

Order Request. All other Claims arise when Contractor discovers, or should have discovered, the circumstances giving rise to the Claim (even if Contractor has not yet been damaged or delayed).

A Claim that does not involve an adjustment to the Contract Sum or Contract Time for Extra Work may be asserted if, and only if, Contractor gives written notice of intent to file the Claim to the City within five (5) calendar days of the date the Claim arises. A written notice of intent to file a Claim shall be valid if, and only if, it identifies the event or condition giving rise to the Claim, states its probable effect, if any, with respect to Contractor's entitlement to an adjustment of the Contract Sum or Contract Time, and complies with the requirements of Section 3(C), below.

All Claims and supporting documentation and certifications must be filed as soon as possible, but no later than thirty (30) calendar days after the Claim arises. No Claims shall be filed after the final payment has been issued unless otherwise permitted by law.

C. Reasonable Documentation.

The Claim must include the following:

- (i) A statement that it is a Claim and a request for a decision on the Claim;
- (ii) A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of Work effected and reasonable documentation to support the Claim;
- (iii) A certification, executed by each Subcontractor claiming not less than 5% of the total monetary amount sought by the Claim, that the Subcontractor's portion of the Claim is filed in good faith.
- (iv) If the Claim involves an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a Change Order Request was submitted in a timely manner as required by the Contract Documents. If the Claim does not involve an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a notice of intent to file the Claim was submitted in a timely manner as required by the Contract Documents.
- (v) A detailed justification for any remedy or relief sought by the Claim, including, without limitation:
 - a. A detailed cost breakdown in the form required for submittal of Change Order Requests, including an estimate of the costs incurred or to be incurred. To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including, without limitation, payroll records, material and rental invoices, and the like) demonstrating that costs claimed have actually been incurred. To the extent costs have not yet been incurred at the time of Claim submittal, actual cost records must be submitted on a current basis not less than once a month during any periods costs are incurred.
 - b. Copies of actual job cost records demonstrating that the costs have been incurred.
 - c. If the Claim is based on an error, omission, conflict, or ambiguity in the Contract Documents: (1) a sworn statement by Contractor and any Subcontractors or Sub-subcontractors involved in the Claim, to the effect that the error, omission, conflict, or ambiguity was not discovered prior to submission of the Bid, or (2) if not discovered, a statement demonstrating that the error, omission, conflict, or ambiguity could not have been discovered by Contractor, its Subcontractors or Sub-

subcontractors in exercise of the degree of care required of them under the Contract Documents for review of the Bid Documents prior to submission of the Bid.

- (vi) If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents pertaining to proving the right to an extension of time and demonstrating that Contractor is entitled to an extension of time under the Contract Documents.
- (vii) A written certification signed by a responsible managing officer of Contractor's organization, who has the authority to sign subcontracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

"I hereby certify under penalty of perjury under the laws of the State of California that I am a managing officer of (Contractor's name) and that I have reviewed the Claim presented herewith on Contractor's behalf and/or on behalf of (Subcontractor's/Sub-subcontractor's name(s)) and that the following statements are true and correct.

- a. The facts alleged in or that form the basis for the Claim are true and accurate.
- b. The Claim is submitted in good faith.
- c. The Change Order Request was timely submitted, as required by the Contract Documents.
- d. Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading.
- e. Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the Losses or damages suffered by Contractor and/or such Subcontractor or Sub-subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim.
- f. Contractor has, with respect to any request for extension of time or claim of Delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and /or such Subcontractor or Sub-subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and.
- g. Contractor has not received payment from City for, nor has Contractor previously released City from, any portion of the Claim.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

D. Assertion of Claims.

- (i) Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow, or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue to make payments as required by the Contract Documents.
- (ii) All Claims and supporting documentation must be sent to the City by registered mail or certified mail with return receipt requested.
- (iii) Strict compliance with these requirements is conditions precedent to Contractor's right to an informal conference to meet and confer to resolve a Claim, mediate a Claim, or arbitrate or litigate a Claim. The failure of Contractor to strictly comply with the requirements of this Section constitutes a failure by Contractor to exhaust its administrative remedies with the City, thereby denying any court or arbitration panel of jurisdiction to adjudicate the Claim.
- (iv) There shall be no waiver of any of the rights set forth in California Public Contract Code Section 9204; provided, however, that (i) 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 (ii) the City 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 the timeframes and procedures set forth in Public Contract Code Section 9204.
- (v) The City's right to commence the Contract dispute resolution process shall arise at any time following the City's actual discovery of the circumstances giving rise to the dispute. Nothing herein shall preclude the City from asserting disputes in response to a Claim asserted by Contractor.

E. Decision of City on Claims.

- (i) Pursuant to Public Contracting Code section 9204(d), upon receipt of a Claim, the City shall conduct a reasonable review of the claim and, within 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of the Claim, the Owner's Representative, City, and Contractor may, by mutual agreement, extend the time period provided in this Section. If City determines that additional supporting data are necessary to fully evaluate a Claim, City will request such additional supporting data in writing. Such data shall be furnished by Contractor to City no later than 10 days after the date of such request. Any payment due to Contractor by City on an undisputed portion of the Claim shall be processed and made within 60 days after the written statement is issued.
- (ii) If the City needs approval from its governing body to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the forty-five (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 City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the forty-five (45) day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

- (iii) Failure by the City to respond to a Claim from Contractor within the time periods described in this Section 3 and California Public Contract Code Section 9204 or to otherwise meet the time requirements shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the City's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Article 4.2 and California Public Contract Code Section 9204, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
- (iv) Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement.
- (v) Amounts not paid in a timely manner as required by this Section shall bear interest at 7 percent per annum, pursuant to Public Contracting Code section 9204(d)(4).
- (vi) If a subcontractor or a lower tier subcontractor lacks standing to assert a Claim against the City because privity of contract does not exist, the Contractor may present to the City a Claim on behalf of a subcontractor or a lower tier subcontractor. A subcontractor may request in writing, either on its own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which has been performed by the subcontractor or lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting the Claim be presented to the City shall furnish reasonable documentation supporting 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 City and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

F. Meet and Confer Conference.

If the Contractor disputes the City's written response, or if the City fails to respond to a Claim issued pursuant to Section 3(E) within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issue in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

G. Mediation.

- (i) Within ten (10) business days following the conclusion of the meet and confer conference, specified in Section 3(F), if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor 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 sixty (60) days after the City 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 City and the Contractor sharing the associated costs equally. The City and the Contractor shall

mutually agree to a mediator within ten (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.

- (ii) 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.
- (iii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

H. Arbitration and Litigation.

- (i) In the event mediation does not resolve the parties' dispute, the parties shall comply with the Arbitration provisions set forth in Public Contract Code Sections 10240 – 1024.13.
- (ii) Unless the City and Contractor otherwise agree in writing, the arbitration decision shall be binding upon the parties, made under and in accordance with the laws of the State of California, supported by substantial evidence, and in writing. If the total of all Claims or cross Claims submitted to arbitration is in excess of \$50,000, the award shall contain the basis for the decision, findings of fact, and conclusions of law. Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296. The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.
- (iii) The City may, but is not required, to assert as a counterclaim any matter arising out of the claims asserted by Contractor in the arbitration. City's failure to assert any such counterclaim in an arbitration shall be without prejudice to the City's right to assert the counterclaim in litigation or other proceeding.
- (iv) Any litigation shall be filed in the Superior Court of the State of California for the County of Santa Cruz.

I. Waiver.

A waiver of or failure by the City to enforce any requirement in this Section 3 in connection with any Claim shall not constitute a waiver of and shall not preclude the City from enforcing such requirements in connection with any other Claims.

The Contractor agrees and understands that no oral approval, either express or implied, of any Claim shall be binding upon the City unless and until such approval is ratified by execution of a written Change Order.

4. Time of Completion

Attention is directed to the provisions in Section 8 (Commencement of Work, Time of Completion and Liquidated Damages) of the Standard Specifications and these General Conditions.

The Contractor shall promptly start the work and diligently prosecute the work to completion before **October 1, 2025** after the date of the Notice to Proceed.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5. Failure to Complete the Work on Time (Liquidated Damages)

All time limits stated in the Contract Documents are of the essence. If the work is not completed by Contractor in the time specified in the Contract Documents, or within any period of extension authorized in writing by the City, it is understood that City will suffer damage; and it being impracticable and infeasible to determine the amount of actual damage, it is agreed that Contractor will pay the City, as fixed and liquidated damages, and not as a penalty, the sum of ONE THOUSAND (\$1,000.00) dollars for each calendar day of delay until the work is completed and accepted, and Contractor and his/her surety will be liable for the amount thereof; provided, however, that Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor.

Contractor shall, within ten (10) days from the beginning of any such delay, notify City in writing of the cause of the delay; whereupon City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension. City's finding of fact thereon shall be final and conclusive on the parties hereto.

6. Existing Facilities

Prospective bidders shall visit the work site and determine for themselves the existing conditions at the Project site, including location of utilities. The Contractor shall take precaution so as to avoid damaging existing public facilities and private improvements.

In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified in the plans and specifications made a part of the invitation for bids. The City will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunk line utility facilities located at the Project site and not identified with reasonable accuracy in plans and specifications made a part of the invitation for bids. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for delay in completion

of the project, when such delay was caused by the City's or utility owner's failure to provide for removal or relocation of such main or trunk line utility facilities.

Nothing in this provision or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter, and junction boxes, on or adjacent to the Project site; provided, however, that nothing in this provision or the Contract Documents shall relieve the City from identifying main or trunk lines in the plans and specifications made a part of the invitation for bids.

Nothing in this provision or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

If the Contractor while performing the Work discovers utility facilities not identified by the City in the plans and specifications made a part of the invitation for bids, the Contractor must immediately notify the City and utility in writing.

Either the City or the utility, whichever owns existing main or trunk line utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price

The Contractor will be required to work around public utility facilities that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and (s)he will be held liable to the owners of such facilities for any damage or interference with service resulting from his/her operations.

The exact locations of underground facilities and improvements within the construction area shall be ascertained by the Contractor before using equipment that may damage or interfere with service resulting from his/her operations. It shall be the Contractor's responsibility to notify public utilities that (s)he is working in the vicinity of their facilities.

Other forces may be engaged in moving or reconstructing utility facilities or maintaining service of utility facilities, and the Contractor shall cooperate with such forces and conduct his/her operation in such a manner as to avoid unnecessary delay or hindrance to the work being performed by such other forces.

The City owns, operates, and maintains its own water distribution and sewer collection systems and will cooperate with the Contractor insofar as it is reasonable and practicable. Water, as required for City projects, may be obtained at City-owned fire hydrants provided that application is made to the Water Department and permission obtained with provision for payment.

Full compensation for conforming to the requirements of this article, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

All underground utilities including but not limited to water service, sewer laterals, electrical service, and gas service broken or disturbed by the Contractor's crew will be replaced or repaired by the Contractor or Utility Company at the Contractor's expense.

The City has obtained all necessary project permits. The CA Fish and Wildlife Lake and Streambed Alteration Agreement permit are (attached) for reference. Contractor must comply with permit requirements. The Contractor and all subcontractors may not operate lagoon or land equipment with excessive speed due to presence of special status species. The Contractor shall maintain continuous compliance with all local, state, and federal project regulations and project permits and in compliance with Best Management Practices (BMPs) specified in the project permits and the City Storm Water Ordinance. For example, weighted silt booms, silt curtains or similar devices shall be used downstream of the work areas, at unloading areas and transport routes. Such BMPs shall also be used to prevent sediment from flowing towards any nearby areas or channels where work will not be conducted. The contractor shall provide at least 3 weighted silt booms, silt curtains or similar devices of sufficient depth and length.

The Contractor shall consult with utilities and notify them of any relocation or protection in sufficient time to allow the utilities to perform the work in a complete and orderly manner.

7. Water Pollution Control Program (WPCP) and/or Storm Water Pollution Prevention Program (SWPPP)

Water pollution control work and storm water pollution prevention work shall conform to Chapter 4 of the Best Management Practices Manual for the City's Storm Water Management Program available on the City of Santa Cruz website at:

<http://www.cityofsantacruz.com/government/city-departments/public-works/stormwater/best-management-practices>.

The Contractor shall take all necessary precautions to prevent any leakage or spills of any kind onto adjacent property, public or private roadway, drainage systems, and waterways. The Contractor shall be liable for any and all clean-up costs or any fines that may be levied including those by the Regional Water Quality Control Board (RWCQB) against the City, in the event that such leakage or spill occurs. The Contractor shall also be responsible for reporting any and all spill to the appropriate regulatory agencies, including the RWCQB and the Santa Cruz-County Health Department.

Full compensation for conforming to the requirements of "**WATER POLLUTION CONTROL**" including furnishing all labor, materials, equipment, tools, and incidentals shall be included in the various bid item prices and no additional compensation will be allowed.

8. Maintenance and Clean-Up

Throughout the construction period, the Contractor shall keep the Project site in a neat and clean condition, shall dispose of any surplus materials in an approved manner off the site, and maintain proper housekeeping practices to the satisfaction of the Engineer.

When any material is to be disposed of outside of the easement or street or highway right-of-way, the Contractor shall first obtain written permission from the owner on whose property the disposal is to be made. Disposal must conform to grading ordinance of the jurisdiction in which the Work is performed. Location of disposal sites shall be submitted to the Engineer for review and subject to his/her approval.

Upon completion of the Work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the Work of all rubbish, excess materials, falsework, temporary structures, and equipment, and all portions of the Work shall be left in a neat and orderly condition. The final inspection, acceptance, and final payment will not be made until this has been accomplished.

9. State of California Department of Transportation Standard Specifications

All Work under the Contract shall conform to the applicable requirements of the most recent published State of California Department of Transportation Standard Specifications. Said State Specifications are to be considered an integral part of the specifications for all purposes related to this Contract.

Definitions of terms not defined in City Standard Specifications shall be as defined in the 2018 State Standard Specifications, available at:

<https://dot.ca.gov/-/media/dot-media/programs/design/documents/f00203402018stdspecsall1y.pdf>.

10. Notification of Project Commencement

The Contractor shall notify the City Engineer at least five (5) business days prior to mobilizing to the Project site.

11. Project Schedule

The Contractor shall prepare a project schedule and submit it to the Engineer for his/her review and approval fourteen (14) calendar days prior to the beginning of the Work. Mobilization dates should be included. Work shall be conducted between the hours of **8 AM and 5 PM**, Monday to Friday, except with the permission of the Director, except in case of any emergency.

12. Progress and Final Payment

Progress and final payments will be made in accordance with Section 9 of the Standard Specifications, except as herein modified.

Payments are made every two weeks by the City Finance Department. The Contractor may receive partial payments only once for any month. A listing of payment cut-off dates is available upon request.

13. Extra Work

Extra work shall conform to the provisions in Section 9 of the California Standard Specifications and to these General Provisions.

Any alleged extra work or delays shall be given in writing within 24 hours of any occurrence to the Project Engineer or Inspector. The Contractor shall submit to the Project Engineer or Inspector an extra work report for each day the extra work is performed. The report shall be submitted prior to the start of work the following day. The report shall include: (1) a description of the extra work; (2) the quantity, classification, and working hours of the extra work labor force; (3) the type of equipment, code number, and hours of operation of the equipment towards extra work; and (4) the quantity and type of materials used for extra work.

14. Apprentice Hiring Records and Compliance Forms

City apprentice requirements do not apply to projects less than fifty thousand dollars (\$100,000) in value.

The Contractor, and all subcontractors, must comply with the apprentice hiring provisions of Chapter 3.10 of the Municipal Code of the City of Santa Cruz, which is incorporated into these Contract Documents by reference. Chapter 3.10 specifically requires each City Contractor or subcontractor to make a good faith effort to hire an apprentice on the Project who is enrolled in a viable apprenticeship program. Viable apprenticeship programs are listed on the Division of Apprenticeship Standards (DAS) web site (select Santa Cruz County): <http://www.dir.ca.gov/databases/das/pwaddrstart.asp>. The apprenticeship requirement will apply for each apprenticeable craft in which the Contractor employs workers in performing any of the work under the Contract. Attention is also directed to State Labor Code Sections 1777.5 and 1777.6 and California Apprenticeship Council regulations concerning the employment of apprentices by the Contractor or subcontractor.

Chapter 3.10 further requires the maintenance of documents demonstrating that the Contractor has requested an apprentice from a minimum of two viable apprenticeship programs after the Contractor is awarded the Contract and prior to commencing work. Failure to comply with any of the provisions of Chapter 3.10, including the maintenance of the records, will be deemed a breach of the Contract or subcontract and may result in the Contractor or subcontractor being declared “non-responsible” by the City and ineligible for the award of future City contracts. In addition, State Labor Code 1777.5 provides for penalties of up to one hundred dollars (\$100) a day for non-compliance.

If the Contractor is exempted from the apprentice requirement according to the exemptions described in State Labor Code 1777.5, the Contractor must notify the City in writing of their exemption prior to commencing work and explain the exemption in detail.

Unless exempted, the Contractor will, prior to commencing Work, submit to the City and the appropriate apprenticeship program, a DAS Form 140. The Contractor will submit a copy of the Request for Dispatch of Apprentice Form to the City as evidence that an apprentice was requested. A Request for Dispatch of Apprentice Form is provided in Section 4 of these Special Provisions. The request for an apprentice will be made at least two (2) working days before the date on which one or more apprentices are required. These forms are available from the DAS web site (<http://www.dir.ca.gov/das/PublicWorksForms.htm>).

15. Trenching Requirements

Section Intentionally Omitted

16. Third Party Claims

Both parties shall timely notify the other of the receipt of any third-party claim relating to the Contract or Project. The City shall be entitled to recover its reasonable costs incurred in providing such notice.

17. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Contract.

18. Contractor Not an Agent

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

19. Conflicts of Interest

Contractor owes City a duty of undivided loyalty in performing the Work and services under this Contract. Contractor covenants (on behalf of Contractor and its employees, agents, representatives, and subcontractors) that there is no direct or indirect interest, financial or otherwise, which would conflict in any manner or degree with the performance of services required under this Contract. Contractor acknowledges and agrees to comply with applicable provisions of conflict of interest law and regulations, including the Political Reform Act, Section 1090 of the Government Code, and the City's conflict of interest code. Contractor will immediately advise City if Contractor learns of a conflicting financial interest of Contractor during the term of this Contract.

20. City Property

Unless otherwise provided herein, Contractor agrees that all copyrights which arise from creation of Project-related documents and materials pursuant to this Agreement shall be vested in the City and Contractor waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. Any work product related to this Contract shall be confidential, not to be used by the Contractor on other projects or disclosed to any third party, except by agreement in writing by the City, or except as otherwise provided herein.

21. Termination

A. City May Terminate for Cause

The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

- Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
- Failure of Contractor to perform or otherwise comply with a term of the Contract Documents;
- Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or Contractor's repeated disregard of the authority of City or Engineer.

If one or more of the events identified above occurs, then after giving Contractor (and any surety) at least fourteen (14) calendar days' written notice of City's intent to terminate the Contract, City may proceed to:

- declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
- enforce the rights available to City under any applicable performance bond.

Subject to the terms and operation of any applicable performance bond, if City has terminated the Contract for cause, City may exclude Contractor from the Site, take possession of the Work and all materials and equipment stored at the Site for which City has paid Contractor, including materials and equipment stored elsewhere, and complete the Work as City may deem expedient.

City may proceed with termination of the Contract under this Section, unless Contractor within seven (7) days of the date of the notice of intent to terminate begins to correct Contractor's failure to perform and proceeds diligently to cure such failure.

If the contract is terminated as provided herein, Contractor shall not be entitled to receive any further payment. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by City, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to City within thirty (30) calendar days of City's invoice to Contractor. Such claims, costs, losses, and damages incurred by City will be reviewed as to reasonableness. When exercising any rights or remedies under this paragraph, City shall not be required to obtain the lowest price for the Work performed.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue, or any rights or remedies of City against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by City will not release Contractor from liability.

B. City May Terminate for Convenience

Upon fourteen (14) calendar days' written notice to Contractor, the City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract. In such case, Contractor shall submit a claim for payment including required certifications as required in the Contract Documents within six (6) months of the effective date of termination. Subject to verification to City's satisfaction, Contractor will be eligible to be paid for (without duplication of any items):

- completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
- expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and
- other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

City shall not be liable for costs incurred by Contractor, or any Subcontractor or supplier, after receipt of a notice of termination.

City shall deduct from Contractor any advance payments made to Contractor related to the terminated portion of the Contract Documents, any claim which City may have against Contractor in connection with the Contract Documents, and any other applicable costs.

C. Contractor May Stop Work or Terminate

If, through no act or fault of Contractor, or Subcontractor, or any employee or agent of Contractor or any Subcontractor, (1) the Work is suspended for more than 180 consecutive days by City or under an order of court or other public authority, or (2) the City fails to act on an application for payment within 30 days after it is submitted by Contractor, or (3) City fails for sixty (60) calendar days to pay Contractor any undisputed sum finally determined to be due, then Contractor may, upon thirty (30) days' written notice to City, and provided City does not remedy such suspension or failure to cure within fourteen (14) days of the default, terminate the contract and recover payment for Work actually performed.

In lieu of terminating the Contract and without prejudice to any other right or remedy, if City has failed to act on an application for payment by Contractor within thirty (30) days after it is submitted, or City has failed for sixty (60) days to pay Contractor any undisputed sum finally determined to be due, Contractor may, fourteen (14) days after written notice to City, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

[End of Section]

TECHNICAL SPECIFICATIONS

1. BACKGROUND

The Neary Lagoon Preserve is approximately 44 acres and supports a diverse assemblage of wetland and riparian wildlife, including special status species such as the Tricolored Blackbird and the Western Pond Turtle, which are California State Species of Special Concern. The lagoon has approximately 15 acres of open-water and freshwater marsh habitat. Marsh vegetation is primarily tule, cattail, and yellow iris. Neary Lagoon is fed by both Bay and Laurel Creeks, which outlet in the lagoon's upper area.

From the upper lagoon area, the lagoon is drained by two main vegetation-lined channels, which converge to a single channel at the concrete footbridge crossing. Downstream of the concrete bridge, Neary Lagoon is confined to a single channel that flows over a concrete weir and then passes through two 72" culverts under the Southern Pacific Rail Road grade, which is now owned by the Santa Cruz County Regional Transportation Commission (SCCRTC).

Sediment removal at Neary Lagoon is conducted in areas of open water habitat to reduce sedimentation and increase lagoon depths in order to: 1) improve water circulation and flow rates; 2) improve water quality; 3) reduce the proliferation of vegetative (tule) growth; 4) improve habitat; 5) provide access for the tule removal equipment; and 6) to prevent the lagoon from "filling" up.

2. SCOPE OF WORK

In general, the work to be done consists of vegetation removal, sediment removal/dredging, trucking within the site for temporary storage and drying, and trucking both to the off-site final disposal site likely the City of Santa Cruz Resource Recovery Facility (RRF), located at 605 Dimeo Lane hereinafter referred to as the "City of Santa Cruz RRF".

The project work period in the water will be **AUGUST 15 TO OCTOBER 1, 2025**.

The Contractor shall contact the City by email a minimum of 14 days prior to equipment mobilization to the site. Advance notice is necessary for turtle trapping, managing optimum lagoon water level, and permission to enter and access the site through the WWTF.

The Contractor shall provide all labor, materials, tools, equipment, services required for the complete and proper completion of all the work as shown on the drawings and/or outlined in these specifications. Work shall include items not specifically mentioned herein or noted on plans but necessary to complete the work and tasks shown or described herein.

3. MOBILIZATION/DEMOBILIZATION

Equipment and materials mobilization to the site may occur up to fifteen working days prior to the permitted work start date. The bid proposal shall provide a description and the model of the equipment to be used. The Contractor shall provide equipment that is in good working condition to minimize breakage and "down" time, and to eliminate the possibility of fluid leaks. All equipment must be fully mobilized. Having only half of the equipment in the water on **August 15, 2025** is not being fully mobilized. The temporary sediment drying area must also be ready to accept sediment. **Liquidated damages will be applied for late mobilization.**

The Contractor shall provide an acceptable equipment spill prevention plan prior to mobilization to the site.

In areas adjacent to storm drain inlets, measures shall be taken to protect the inlets so silt and other pollutants do not enter the storm drain system. Effective methods to protect storm drain inlets include rock/sand bag barriers, fiber rolls, heavy rubber mats to cover and seal the inlet, and geotextile blankets inserted into the catch basin.

Do not use sand bags or straw wattles around storm drain inlets exposed to vehicular traffic in streets or parking lots.

Contractor shall not drive over or park on sand bags, fiber rolls or berms protecting storm drain inlets. If protective barriers are broken or damaged, cleanup and remove any particles entering the storm drain inlet, and replace them immediately.

The vegetation removal and dredging work shall be done with specialized floating "Aquamog," or equal equipment, with an attached crane mounted clam shell bucket for grabbing/removing tules and excavating sediment. The Contractor may not use equipment utilizing rotovation, cutting, chopping action.

The Contractor must provide equipment and personnel so that the critical piece of equipment used to dig out the tules and sediment (Aquamog or equal) is operated a **minimum of 8 hours per day 5 days per week**. Therefore adequate transport barges on the water, equipment to remove material from barges and place into truck and haul to the temporary storage location must available and operated to keep up with the "digging" and not interrupt production.

Liquidated damages will be applied if the critical piece of digging equipment is not operated 40 hours per week. The sediment transport boats may be scows, barges or push boats, and they must be sufficiently sized to collect and transport the dredged sediment in a timely manner. The sediment transport boats must have adequate side barriers at all times to prevent sediment from falling back into the lagoon during transport.

The Contractor shall place and maintain a minimum of three separate floating sediment booms or silt curtains, each up to 60 feet long and of sufficient depth, to isolate turbidity as required by permits and as directed by City Engineer. Additional sediment booms or silt curtains shall be placed at sediment excavation areas, tule removal areas, transport routes and unloading areas in order to reduce turbidity and comply with permit requirements. Additional booms or curtains may be needed at nearby areas or channels where work is not being conducted in order to protect water quality in these areas. Additional silt curtains shall be placed across lagoon areas/arms where work will not be conducted and where travel/transport of excavated materials shall not occur.

Disinfection

As required by CA Department of Fish and Wildlife (CDFW), all equipment must be disinfected prior to entry into the lagoon and any watercourses to prevent spread of invasive aquatics. This includes any equipment to be used in watercourses including, but not limited to, boots, waders, hand tools and nets. All equipment must be decontaminated using methodology in the CDFW Aquatic Invasive Species Decontamination Protocol which can be found online at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=43333>.

Equipment disinfection shall be conducted by the Contractor prior to equipment mobilization/arrival at the project staging and work areas.

Vehicles and Equipment Access

Vehicles and equipment may access the sediment/vegetation unloading area by traveling through the Wastewater Treatment Facility (WWTF) and entering the lagoon preserve through the “King Kong” gates or from Chestnut Street on the Northeast Access Road. Both accesses have narrow choke points that the contractor must take into account. Please note that there is ongoing construction happening at the WWTF that may impact access. The contractor must take into consideration these factors when mobilizing equipment.

Training

The Contractor or Contractor’s site manager/foreman and the Contractor’s staff must be trained by the City Biologist regarding project BMPs, Special Listed species, and other environmental concerns prior to commencing the project work. Typically, this training is done just after mobilization to the site or at the start of the first work day.

Mobilization/Demobilization Costs

The cost for mobilization/demobilization in general shall be the cost to bring equipment to the site and provide sanitation facilities for his employees. The cost shall be in the lump sum bid item for “Mobilization/Demobilization” and shall include all materials, labor, equipment and supplies necessary to mobilize to complete the work.

4. TRAFFIC CONTROL PLAN

The Contractor’s attention is directed to Article 7.16 of the City of Santa Cruz Department of Public Works Standard Specifications. The Contractor shall not begin work prior to 8:00 AM unless written approval is received by the City Engineer. The Contractor shall provide for the safe movement of traffic with as little inconvenience to the public as possible. The Contractor shall have streets and sidewalks completely open to two-way traffic by 4 PM daily. The streets shall remain open for two-way traffic unless temporary closing and detouring is specifically authorized in writing by the engineer.

The Contractor shall clean the street and keep all lanes, except parking lanes, open for traffic for weekends and evenings throughout the construction period. The Contractor shall furnish and place temporary construction area signs required for the direction of public traffic through or around the work during construction.

Prior to beginning work, the Contractor shall submit a traffic control plan for review and approval by the engineer. The following requirements shall be included in the traffic control plan:

1. The traffic control plan shall be consistent with and in accordance with the State of California Department of Transportation “Manual of Traffic Controls,” with any modifications requiring approval of the City Traffic Engineer.
2. The Contractor shall place portable delineators between the work area and the traveled way. Flashing barricades shall be placed at excavations, trenches and shall be carefully maintained by the Contractor at all times.

3. When it is necessary to close the sidewalk, the Contractor shall install signs informing pedestrians that the sidewalk is closed and directing pedestrians to safe alternate pedestrian sidewalk around the work area.

During construction operations, the Contractor shall meet the following conditions:

1. The Contractor shall keep all pathways open for pedestrians, and free of equipment and debris. Public access is required to be maintained for the duration of the project.
2. Personal vehicles of the Contractor's employees shall not be parked within the right-of-way at any time, including any section closed to public traffic.
3. Access for emergency vehicles to adjoining properties shall be maintained at all times during construction.
4. Vehicular and pedestrian access to homes shall be maintained.

Contractor shall notify, in writing, businesses, residents, and the engineer, 24 hours in advance, whenever s/he must obstruct access to businesses or homes, and s/he shall, through thoughtful planning, restore that access as soon as possible. Contractor shall consult with the inspector on the project and with affected business operators in advance of his/her obstructing of vehicular or foot traffic to the properties to be affected, so that the best time for this obstruction can be determined by all concerned.

5. DREDGING/SEDIMENT REMOVAL

Dredging will be conducted in areas to remove sediment as shown on plans. In general, the current overall lagoon depths range from 1.5 - 4 feet depending upon the location in the lagoon. However, at the upper end of Neary Lagoon and along the boardwalks depth may be less than 1.5 feet in some areas and choked with tules. The City anticipates that most dredging shall be conducted to approximately 4 feet deep from the water's surface to inhibit tule growth and enhance lagoon flow/circulation.

Dredging and Tule removal shall be conducted in the following order:

1. Tule removal and dredging shall first be completed at all Priority 1 locations.
2. Tule removal and dredging shall then be completed at all Priority 2 locations.
3. Tule removal and dredging shall begin at Priority 3 locations as time and bid quantities allow.

The proximity of the vegetation and sediment removal areas to the sediment/vegetation unloading area is a significant factor in the amount of the time the dredging work takes. Please note that the areas between the boardwalk and the islands (Priority 1) are very narrow and will require a smaller size mog and barge. Tree trimming will also be required in this area. Thus, the Contractor must take the above circumstances into account.

During the dredging work, all dredged sediment must be removed and placed on the scow/pushboat/barges until it is **unloaded directly into the trucks for hauling to the temporary drying site as shown on Sheet 3**. A barge or similar shall accompany the Mog in most or all work areas so that sediment/vegetation may be deposited onto the barge in order to reduce Mog unloading travel time and trips. In addition, sediment may not be placed,

accumulated, piled up, or left on any banks, in channels, or in the water. Also, dredged sediment may not be left on a scow/barge/mog, etc. at the end of the work day.

The Contractor will be responsible for hauling the sediment to the sediment drying area by driving along the Northeast Access Road to the end of Chestnut Street. Care shall be taken to keep trucks clean and drip free. Care shall also be taken to not damage any fencing, walls, pathways, pavement, property etc. while transporting the sediment. Tracking mud through Chestnut Street will not be allowed. The dewatering area must be contained with “K-rail” or an equivalent barrier as need to contain material.

The Contractor shall maintain 25' clearance for any equipment, materials or dredged sediment of adjacent railroad tracks to remain outside SCCRTC right-of-way.

The contract unit price paid per ton for “Dredging/Sediment Removal” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, including dredging, barging, load onto trucks, transport to temporary drying location, drying, and all other work necessary for completing the work as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Tons will be as weighed at the final disposal site. At the end of each week truck weight tags from the disposal site shall be supplied to the City.

6. SEDIMENT TRUCKING & DISPOSAL

The temporary storage area is limited. Dewatering for at least ten (10) days is required and the material shall be at least 70% solid by weight prior to trucking material to final disposal site. It is critical that the material is dry enough to be accepted at the City of Santa Cruz RRF as “clean fill” and charged at \$37.04 per ton.

In order to ensure sediment piles are sufficiently dried, the Contractor shall not pile sediment up greater than 2.5 feet high in the temporary storage/drying area. In addition, the Contractor shall move/manipulate each pile at least once a week during the drying period so that the bottom and inside of each pile are exposed/become the pile exterior so the entire pile may be properly dried.

The Contractor shall check the dryness of piles daily so that material may be transported to the disposal site as soon as possible once sufficiently dry to meet the landfill criteria for “dry” disposal acceptance and fee rates. The City will test the material for solids by weight content at no cost to the Contractor. City requires 3 notice days before planned off haul, so that the material can be tested for dryness. No material may be off hauled until approval is provided by the City.

Material must be loaded onto trucks appropriate for hauling wet or dewatered materials. Trucks must have leak proof containment, so that water and dirt/particulates cannot leak out, and secure latching in order to prevent spills and discharges.

Disposal must be at a legal disposal site with State Certified scales. City of Santa Cruz RRF should be the site chosen for disposal and bidding this project. Other sites may be chosen by the Contractor at the Contractor’s risk of additional cost and with prior approval by the City.

Contractor shall anticipate this delay in hauling material offsite. The Contractor shall also ensure that the sediment is free of vegetation and roots to ensure that the material will be classified as

“clean fill”. The contractor shall be responsible for increased disposal costs for any sediment that does not meet “clean fill” disposal criteria.

The contract unit prices paid per ton for “Sediment Trucking to Disposal Site” and for “Sediment Disposal” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, including final loading, trucking and all disposal fees and all other work necessary for completing the work as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Tons will be as weighed at the final disposal site.

7. VEGETATION REMOVAL

The Contractor shall remove vegetation as shown on Sheet 2. No equipment utilizing rotovation, cutting, or chopping is allowed for vegetation removal. Roots must be removed as part of the vegetation removal operation. This is imperative to the success of the work and is a requirement of these specifications. The vegetation removed shall be primarily tules cattails, and some yellow iris. Yellow iris vegetation removal shall include areas along Laurel Creek (See Sheet 2).

The principle objectives are maintaining open water views of open water habitat from the boardwalks and pedestrian access-areas and widening the primary lagoon channels. Some areas of removal are to clear viewing and production rates will be limited in these areas due to the detailed nature of the work.

Dredging and Tule removal shall be conducted in the following order as stated above in Section 4:

1. Tule removal and dredging shall first be completed at all Priority 1 locations.
2. Tule removal and dredging shall then be completed at all Priority 2 locations.
3. Tule removal and dredging shall begin at Priority 3 locations as time and bid quantities allow.

The proximity of the vegetation and sediment removal areas to the sediment/vegetation unloading area is a significant factor in the amount of the time the dredging work takes. **Please note that the areas between the boardwalk and the islands (Priority 1) are very narrow and will require a smaller size mog and barge.** The Contractor must take the above circumstances into account.

The Contractor may not use machinery or equipment to excavate or dig to remove vegetation or sediment in the area at, around or below the concrete pedestrian bridge and within the Laurel Creek section. (See Sheet 2) Any work in this area must be done with or by handwork, and the area must first be approved by the City. The Contractor shall have the area USA'd (surveyed for utilities) prior to conducting the work.

During the removal process, vegetation may not be placed, accumulated, piled up, or left on any banks, in channels, or in the water. The Contractor shall provide a transport barge or similar to accompany a Mog so that sediment/vegetation may be deposited onto the barge in order to reduce Mog unloading travel time and trips. Vegetation must be removed from the Lagoon directly into the trucks for hauling to the temporary drying site as shown on Sheet 3. Also, sediment/vegetation may not be left at the unloading area or on a scow/barge/mog, etc. at the end of the work day.

The Contractor will be responsible for hauling the vegetation to the tule drying area by driving through the WWTF or along the Northeast Access Road to the end of Chestnut Street. Care shall be taken to keep trucks clean and drip free. Care shall also be taken to not damage any fencing, walls, pathways, pavement, property etc. while transporting the vegetation. Tracking mud through the WWTF or onto Chestnut Street will not be allowed.

The Contractor shall maintain 25' clearance for any equipment, materials or removed vegetation of adjacent railroad tracks to remain outside SCCRTC right-of-way.

The contract unit price paid per ton for "Vegetation Removal" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, including digging up vegetation, barging, load onto trucks to transport to temporary drying location, drying, and loading on trucks for final disposal, and all other work necessary for completing the work as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Tons will be as weighed at the final disposal site.

8. VEGETATION TRUCKING & DISPOSAL

Vegetation cannot be transported to the final disposal until the material has dried for at least 15 days. The trucks shall be appropriate for hauling wet vegetation. Trucks must have leak proof containment, so that water, plant matter and dirt/particulates cannot leak out, and secure latching in order to prevent spills and discharges.

Disposal must be at a legal disposal site with State Certified scales. **City of Santa Cruz RRF could be utilized with the anticipated "Garbage" charge rate of \$90.87 per ton.**

The contract unit prices paid per ton for "Vegetation Trucking to Disposal Site" and for "Vegetation Disposal" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, including final loading, trucking and all disposal fees and all other work necessary for completing the work as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Tons will be as weighed at the final disposal site.

9. TREE TRIMMING & REMOVAL

Tree trimming and branch removal will be required in the northern most portion of the lagoon. The amount of trimming required will be partially determined by the equipment used for tule and sediment removal. Tree material shall be removed from the lagoon and separated from tules and sediment. The City landfill will accept tree waste at \$46.31 per ton.

The lump sum price for the "Tree Trimming and Removal" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, including the cutting, hauling off water and disposal of tree trimmings off-site as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10. DAILY & FINAL PROJECT CLEAN-UP

Daily Cleanup:

The Contractor shall clean up the staging area, the WWTF access area and road, Chestnut Street and pathways for Neary Lagoon pedestrians, by the end of each work day.

The Contractor must conduct daily checks of the WWTF road, lower Chestnut Street, the sediment drying area and any adjacent storm drain catch basins and shall be responsible for sweeping the street thoroughly with a street sweeper and by hand to remove all drag-out, dust, dirt and debris during the project, to the satisfaction of the City Environmental Projects Analyst or Engineer. The Contractor must be in compliance with the City Storm Water Ordinance and Best Management Practices.

The Contractor shall take all necessary precautions to ensure the security of their equipment overnight. They shall take precautions to prevent any leakage or spills of any kind onto private property, public or private roadway, drainage systems or waterways.

Final Cleanup:

The Contractor shall return the Railroad wye area(s) used for vegetation and sediment drying back to its pre-project condition and per approval by City staff.

The Contractor shall remove the floating sediment booms between 3 and 10 days after project completion provided no rain is forecast. If rain is forecast, the silt boom may need to be removed sooner per discussion with City Engineer.

The Contractor shall promptly restore any portion of the adjacent private property that shall be disturbed or damaged to the same condition as existed.

The Contractor shall remove all project equipment from the lagoon area within 5 days of completing the vegetation and sediment removal.

11. PROJECT COMPLETION

Contractor Communication:

The Contractor shall ensure that the onsite project manager or foreman contacts and speaks to the City Environmental Projects Analyst or Senior Civil Engineer by telephone or in person daily during the business week during the project duration. The Contractor shall provide the onsite project manager or foreman's mobile phone number prior to project commencement.

The Contractor shall conduct a weekly review of the vegetation and sediment removal work and provide City staff with a short summary, by email or telephone, each week regarding the previous week's progress.

The Contractor shall conduct a final project site inspection with the City Environmental Projects Analyst or Senior Civil Engineer to assess the vegetation and sediment removal work done upon project completion of each stage of work (sediment removal, vegetation removal, final cleanup).

Project Completion Documentation:

The Project Completion Documentation delivered to the City shall consist of:

Water Depth Surveys:

The Contractor shall conduct a "before" and an "after" survey of lagoon depths at the planned dredging areas within one month prior to commencing the project and within 10 days of completion of the sediment removal project, respectively. The Contractor or surveyor shall contact the Senior Civil Engineer prior to commencing the surveys regarding measurements related to elevation at the

lagoon weir. The Contractor shall prepare a Water Depth Surveys summary report that includes transects and a map showing the dredge areas and depths to which the sediment was removed. The Water Depth Surveys report shall be submitted within 3 weeks of project completion.

Project Summary Report:

The Project summary report shall include a description and documentation on both the vegetation and sediment removal work. The report shall include copies of the trucking receipts or invoices paid to trucking company for both vegetation and sediment hauling. The report shall also include copies of the landfill disposal tags for both vegetation and sediment disposal, and an itemized list or spreadsheet of the tonnage disposed for both vegetation and sediment. Also, the report shall include a list of the equipment used, photos of the primary equipment, and several “after” photos showing areas where vegetation was removed.

The Project summary report shall be submitted within 3 weeks of project completion.

The lump sum price for the “Project Summary Report” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, including the before and after depth survey and compiling the report as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

12. SUBMITTALS

The following shall be submitted for review in the following areas of work:

1. Traffic Control Plan
2. Stormwater Pollution Prevention Plan
3. Water Depth Survey
4. Project Summary Report

All submittals shall be reviewed and checked by the Contractor prior to submittal to Engineer for review.