



# County of Santa Cruz

DEPARTMENT OF PARKS, OPEN SPACE & CULTURAL SERVICES

979 17<sup>TH</sup> AVENUE, SANTA CRUZ, CA 95062

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## GENERAL NOTES AND SUPPLEMENTAL CONDITIONS FOR CONSTRUCTION OF

# FLORAL COUNTY PARK PLAYGROUND AREA – SITE WORK June 2024

FOR USE IN CONNECTION WITH THE CURRENT  
COUNTY OF SANTA CRUZ DESIGN CRITERIA AND CURRENT CALTRANS SPECIFICATIONS

**PROJECT NO.:** #2024-RP0055

**VOLUME I:** General and Supplemental Conditions

***THIS IS A PREVAILING WAGE PROJECT***

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## **PROJECT DIRECTORY**

**PROJECT:** FLORAL COUNTY PARK PLAYGROUND AREA – SITE WORK

**OWNER:** COUNTY OF SANTA CRUZ DEPARTMENT OF PARKS, OPEN SPACE AND CULTURAL SERVICES, 979 17<sup>th</sup> Ave, Santa Cruz, CA 95062

**CONTACT:** **Mariana Colibri-Urgo, Project Manager**  
[Mariana.Colibri-Urgo@santacruzcountyca.gov](mailto:Mariana.Colibri-Urgo@santacruzcountyca.gov) 831.454.7901

**CONTRACT ADMINISTRATOR:** **Alexis Rodriguez-Rocha**  
[Alexis.Rodriguez-Rocha@santacruzcountyca.gov](mailto:Alexis.Rodriguez-Rocha@santacruzcountyca.gov) 831.454.7901

**ENGINEER:** **Bowman & Williams**  
[adminmail@bowmanandwilliams.com](mailto:adminmail@bowmanandwilliams.com), 831.426.3560

## **NOTICE TO CONTRACTORS**

### **PROJECT NAME: FLORAL COUNTY PARK PLAYGROUND AREA – SITE WORK**

Under the California Uniform Public Cost Accounting Act (CUPCAA), Public Contract Code (PCC) Section 22032 (b) allows work on public projects under \$200,000 to be let to contract by informal bidding. In accordance with the County of Santa Cruz code 2.35.030, this work is not subject to formal bidding procedures. Santa Cruz County Parks is soliciting proposals to perform this work and will select one contractor to perform the work.

Sealed proposals shall be delivered to the Parks Department **via email only** to the Contract Administrator, Alexis.Rodriguez-Rocha@santacruzcountyca.gov, by no later than **9:00 A.M. on Thursday, June 27<sup>th</sup>, 2024**. Bids will be opened and will be publicly read via a [virtual Microsoft Teams meeting](#) at **9:30 A.M. on Thursday, June 27<sup>th</sup>, 2024**.

**Scope of Work:** This project is for licensed contractors with a **Class A** license to perform demolition and disposal of existing play structure and swings. Footings to be cut at base and remain unless they land in footprint of new equipment, removal of 12" of existing sand from play area; sand to be transported to another county site (95018) where it will be dumped in a single location accessible by dump truck, drainage modifications, and installation of aggregate base in accordance with the plans and specifications prepared by Bowman & Williams.

The Contractor shall complete all or any designated portions of the work called for under the contract in all parts and requirements within **30 calendar days** (except as modified in the technical specifications). The County of Santa Cruz reserves the right to reject any or all bids received as the public good may require. The Contractor shall pay to the Santa Cruz County Parks Department Five Hundred Dollars (\$500.00) per day for each and every calendar days delay in finishing the Work in excess of the number of calendar days prescribed.

Prior to bidding, interested contractors are encouraged to visit the site at **656 38th Avenue, Santa Cruz, CA 95062**.

All pre-bid questions should be directed to: Mariana Colibri-Urgo at [Mariana.Colibri-Urgo@santacruzcountyca.gov](mailto:Mariana.Colibri-Urgo@santacruzcountyca.gov) prior to **Monday, June 24<sup>th</sup>, 2024, at 12:00pm**.

Each contractor shall include in their bid all labor, tools, and materials for a complete and working project for each trade component in conformance with the intent shown on the plans and specifications and specified herein.

**Plans and Specifications** have been prepared by Bowman & Williams to be used for bidding on this project and are attached to this Notice.

The work to be performed under the Contract Documents requires that the Contractor possess a Class "A" license at the time that this contract is awarded. The contractor shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the "contract documents" and shall be skilled and regularly engaged in the general class or type of work called for under this contract.

Prospective bidders must be fully qualified, licensed, certified, and insured to perform the work requested. All work performed must meet all current applicable laws and regulations. In accordance with SB854:

- 1) No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a).
- 2) No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- 3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Section 1773 of the California Labor Code, the general prevailing rate of wages in the County has been determined by the Director of the Department of Industrial Relations, and such prevailing rate of wages is listed in the State of California, Business and Transportation Agency, Department of Transportation publication entitled General Prevailing Wage Rates, current edition, and may be accessed online at:

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

The Contractor shall forfeit, as penalty to the Santa Cruz County Parks Department, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by it or by any subcontractor under it, in violation of the provisions of such Labor Code.

Each bidder must submit a bid proposal for the project for which they intend to bid to Parks on the standard forms enclosed. Said proposal shall be accompanied by a cashier's check, a certified check or bidder's bond of ten percent (10%) of the amount of the bid submitted, to be made payable to the County of Santa Cruz. Bid bonds shall be issued by a corporate surety duly admitted and authorized to issue bonds and undertakings by the State of California.

Pursuant to Section 1700, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available at the following web site: [http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD). Those copies shall be made available to any interested party upon request.

County will be the sole judge as to the technical acceptability of any proposals and any award will be as determined most advantageous to the County considering such factors as completeness and responsiveness to Request for Bid, experience, references, and anticipated costs. The County reserves the right to reject any or all proposals or parts thereof and to waive any informality or irregularity in any proposal.

Pursuant to Santa Cruz County Code Chapter 2.33, Contractors and Subcontractors must make good faith efforts to hire Monterey Bay area residents in sufficient numbers so that no less than 50 per cent (50%) of the Contractor's total construction work force, including any subcontractor's workforce, measured in labor work hours is comprised of Monterey Bay area residents. This public works construction project is covered by Chapter 2.33 of the Santa Cruz County Code, and the entire chapter, as amended, is incorporated by reference into the project's specifications and conditions.

Any bid proposal, or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or tropical wood products in performance of the contract shall be deemed nonresponsive pursuant to County Code Section 2.37.107.

**SANTA CRUZ COUNTY PARKS DEPARTMENT**  
**GENERAL NOTES FOR INFORMALLY BID PROJECTS**

**STANDARDS.**

The work embraced herein shall be done in accordance with the current County of Santa Cruz Design Criteria, insofar as the same may apply. In case of conflict between the Standard Specifications and the project plans, these general notes shall take precedence over and be used in lieu of such conflicting portions. All work and materials shall be in full accordance with the latest adopted standards and regulations of the California Building Code; State Fire Marshal; the Uniform Building Code; the National Electrical Code; the Uniform Plumbing Code; Americans With Disabilities Act; County of Santa Cruz Code; Santa Cruz County Design Criteria; Current Caltrans Specifications, and all other applicable codes, laws, or regulations. Nothing in the project plans is to be construed to permit work not conforming to these requirements. Contractor agrees to diligently review the Contract Documents and determine if any work described or inferred within the project plans is not in conformance with these requirements. Should Contractor discover work within the project plans not in conformance with these requirements, Contractor agrees to immediately notify the Project Manager in writing of said nonconformance, and to not proceed with nonconforming work.

**LABOR COMPLIANCE – GENERAL.**

Attention is directed to Section 7-1.01A through Section 7-1.01B of the Caltrans Standard Specifications and these general notes.

**PREVAILING WAGE RATES AND APPRENTICESHIPS.**

The Contractor and all subcontractor employees engaged on this project shall be compensated at or above the current prevailing wage rate determination issued by the Director of Industrial Relations. Copies of the applicable current prevailing wage rates are available online at:

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

A copy of the applicable current prevailing wage rates shall be posted at each job site.

Compliance with Section 1777.5 of the Labor Code, dealing with the employment of properly registered apprentices in all applicable occupations involved in the construction of this project, shall remain the responsibility of the Contractor.

**CONTRACT CHANGE ORDERS.**

The Contractor's attention is directed to the provisions of Section 4-1.03, "Changes," of the Caltrans Standard Specifications and these general notes.

**EXTRA WORK.**

Attention is directed to Section 4-1.03D, "Extra Work," of the Standard Specifications and these general notes.

For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen percent (15%) of the Net Cost of the Work. When extra work is performed by a subcontractor approved in accordance with the provisions of Section 8-1.01 "Subcontracting," of the Standard Specifications and when such extra work is to be paid for as quoted by the subcontractor, an additional 5 percent markup will be added to said cost to reimburse the Contractor for additional administrative cost, and no separate payment will be made therefor.

The Contractor shall submit all extra work reports and necessary supporting documentation to the Project Manager within 30 calendar days of completion of items performed as extra work. Extra work reports submitted beyond this time period will not be accepted for processing and payment.

## **INSPECTIONS**

During the course of construction, inspection by the Engineer shall be required.

### **Inspection Required On:**

Rough grading  
Layout of surface features  
Layout of underground utilities

### **Prior To:**

Layout of surface features  
Construction  
Trenching

In the event the Contractor continues operations without receiving the above inspections, the Engineer may, at his discretion, require the Contractor to return all construction status to the previous inspection point. There shall be no additional payment for any removal or reconstruction required under this section.

## **SCHEDULE**

A written Construction Schedule shall be required of the Contractor for this project.

1. Contractor shall submit a Construction Schedule in compliance with the contract requirements to the County for review within five (5) days following the Notice to Proceed.
2. The Construction Schedule shall indicate weekly construction activities showing critical paths.
3. The Construction Schedule shall show order and delivery of equipment and supplies for the project.
4. No Construction Schedule that shows a completion date past the approved project completion date will be accepted by the County.

## **SOUND CONTROL REQUIREMENTS.**

Sound control shall conform to the provisions of Section 7-1.011, "Sound Control Requirements," of the Caltrans Standard Specifications and these general notes. (This section is in conjunction with Section 5-1.57 Weekend, Holiday and Night work of the Standard Specifications.)

Normal working hours for all Department projects shall be from 8:00 a.m. to 5:00 p.m. All work involving heavy equipment or traffic control shall be done between the hours of 8:30 a.m. and 4:30 p.m. except with written permission of the Project Manager. The Project Manager may only revise these hours if the project is located within a non-residential area and if the request for revision is submitted by the Contractor in writing.

Should night work be required and approved by the Project Manager during other than normal working hours, the noise level from the Contractor's operations between the hours of 9:00 p.m. and 7:30 a.m. shall not exceed 86 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

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

## **SAFETY.**

Contractor's attention is directed to the fact that all work on this project is subject to the safety orders of the Division of Industrial Safety, State of California, and also to the requirements of the Occupational Health and Safety Act of 1970 (Public Law 91-396).

It is the intent of these general notes, and it is expressly agreed, that the Contractor is to assume as its sole responsibility the preparation and enforcement of work rules as needed to secure compliance with noted laws. These work rules will apply during all work hours, to all Contractors, subcontractors, County, and consultant personnel at or within the project site.

## **PUBLIC SAFETY.**

The Contractor shall provide for the safety of traffic and the public in accordance with the provisions of Section 7-1.09, "Public Safety," of the Standard Specifications and these general notes.

Special attention is directed to the following directive in Section 7-1.09, "Public Safety," of the Caltrans Standard

Specifications:

"Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the County, furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective measures that are necessary to prevent accidents or damage or injury to the public."

**PROJECT APPEARANCE.**

The Contractor shall maintain a neat appearance to the work. Throughout the construction period, the Contractor shall keep the site of the work in a presentable condition, dispose of any surplus materials, clean out all drainage ditches and structures, and repair any fences or other property damaged during the progress of the work, maintain fenced off turf areas, to the satisfaction of the Project Manager.

In any area visible to the public, the following shall apply:

"When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of daily."

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 material, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection will not be made until this has been accomplished.

If Contractor fails or refuses to fulfill these obligations to the County's satisfaction, County may, at its option, undertake these obligations, and withhold the cost of performing these obligations, plus an additional fee of twenty-five percent (25%) for administrative costs, from payments to Contractor.

**CORRECTION AND REPAIR.**

The entire work of the project shall be corrected and repaired by the Contractor, for a period of one (1) year from the date of acceptance of the work.

**FORCE ACCOUNT PAYMENT.**

Payment for Force Account items shall conform to the provisions of Section 9, "Measurement and Payment," of the Caltrans Standard Specifications and these general notes.

**RESPONSIBILITY FOR DAMAGE.**

The Contractor shall provide adequate protection of all work until final completion and acceptance. Contractor shall take particular precautions to protect all existing trees and shrubs to remain, existing buildings and structures, underground piping, other facilities, etc. All damaged or disturbed items shall be replaced at the expense of the Contractor prior to acceptance and to the satisfaction of the Engineer.

Attention is directed to the provisions of Section 7-1.12, "Responsibility for Damage," of the Caltrans Standard Specifications and these general notes. Within eight (8) days of Contractor's receipt of Contract by Santa Cruz Parks Department, the Contractor shall furnish a Certificate of Insurance substantiating the fact that Contractor has taken out the insurance hereinafter set forth for the period covered by the Contract with an insurance carrier acceptable to the County and under terms satisfactory to the County. Insurance industry's standard Accord Certificate of Insurance or binder forms shall bear an endorsement precluding the cancellation or reduction of coverage of any policy covered by such Certificate or binder before the expiration of thirty (30) days after the County shall have received notification of such cancellation, suspension, reduction, or voided coverage. Contractor shall immediately furnish copies of its insurance policies required under this Contract to the County upon request. In the event Contractor does not have a Certificate of Insurance or binder evidencing the proper insurance coverage, the Contractor shall not be allowed on the work site.

All insurance policies shall by endorsement include the County of Santa Cruz and the Santa Cruz County Parks



Department, its trustees, officers, employees, agents, inspectors, project managers, consultants, subconsultants, their employees, the Engineer and each of them, as additional insureds to protect, as well as to provide the defense of, from all suits, actions, damages, liability, or claims of every type and description to which they may be subjected or put by reason of, or resulting from, the Contractor's performance of the Contract. Said endorsement shall be included attached with the Certificate of Insurance. Contractor's insurance shall apply as primary insurance, and any other insurance carried by the additional insureds identified above shall apply as excess and will not contribute with this insurance.

If any insurance policy of Contractor required by these Contract Documents includes language conditioning the insurer's legal obligation to defend or indemnify the County of Santa Cruz on the performance of any act(s) by the named insured, then said insurance policy, by endorsement, shall also name the County of Santa Cruz as a named insured.

Notwithstanding the foregoing, both the Contractor and its insurers agree that by naming County of Santa Cruz as a named insured, the County of Santa Cruz may at its sole discretion, but is not obligated to, perform any act required by the named insured under said insurance policies.

Contractor shall do all things required to be performed by it pursuant to its insurance policies including but not limited to paying within five (5) work days, all deductibles and self-insured retentions (SIR) required to be paid under any insurance policy that may provide defense or indemnity coverage to County or any additional insured.

Each insurance policy shall include the following provisions:

- 1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured;
- 2) It acts as primary insurance, and that no insurance held or owned by the County and/or the Santa Cruz County Parks Department shall be called upon to cover, either in full or in part, any loss covered under the policy acquired by Contractor; and
- 3) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments "are not included as part of the insurance policies limits of liability."

If any of the policies indicate that defense costs are included in the general aggregate limit, then the required general aggregate limits shall be a minimum of \$2,000,000.

If the Contractor fails to maintain such insurance, the County may take out insurance to cover damages of the below-mentioned classes for which the County might be held liable on account of the Contractor failing to pay such damages and deduct and retain the amount of the premium for such insurance from any sums due the Contractor under the Contract. Failure of the County to obtain such insurance shall in no way relieve the Contractor from any of its responsibilities under the Contract.

The minimum insurance coverages to be obtained by the Contractor as hereinabove referred to are as follows:

1) Commercial/Comprehensive General Liability Insurance (Insurance Services Organization, Inc. form GL-00-02, Ed. 01-73); Bodily Injury and Property Damage Liability Insurance for Premises and Operations; Personal Injury for Premises and Operations; Independent Contractors; Incidental Contracts; Contractual Liability; Broad Form Comprehensive General Liability Endorsement (Insurance Services Organization, Inc. form GL-04-04, Ed. 5-81); and Products and Completed Operations which shall be in the amount of not less than a combined single limit of \$1,000,000 per occurrence for one or more persons injured and property damaged on an occurrence form insurance policy. The aggregate limit of liability for products and completed operations shall be \$2,000,000.

2) Business Automobile Liability Policy Insurance: Protection against loss as a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined.

- 4) Workers' Compensation and Employers' Liability Insurance: The Contractor shall be a qualified self-insurer or shall carry full Workers' Compensation and Employers' Liability insurance coverage, either through the

State Compensation Insurance Fund or a standard approved policy obtained from a licensed insurance carrier for all persons employed, either directly or through subcontractors, in carrying out the work under this Contract in accordance with the "Workers' Compensation and Insurance Act," Division IV thereof. Employers' limits of liability shall be the prevailing statutory limits of liability.

Any exceptions to the provisions of this section must be delineated in the Contract Documents. In addition, it is understood and agreed that an excess insurance policy or an umbrella policy may be utilized to meet the above-required limits of liability for Commercial/Comprehensive General Liability, Business Automobile Liability policy, and the Workers' Compensation Employers' Liability

If Contractor utilizes one or more subcontractors in the performance of this Contract, Contractor shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of Contractor in this Contract.

If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence form," Contractor agrees to maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter called "post Contract coverage") and any extensions thereof. Contractor may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100 percent of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

This insurance shall not be canceled until after (30) thirty days prior written notice has been given to:

Santa Cruz County Parks Department  
ATTN: Parks Fiscal  
979 17<sup>th</sup> Ave  
Santa Cruz, CA 95062  
[parksfiscal@parks.santacruzcountyca.gov](mailto:parksfiscal@parks.santacruzcountyca.gov)

Contractor agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide County on, or before, the effective date of this Contract with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County Parks Department  
ATTN: Parks Fiscal  
979 17<sup>th</sup> Ave  
Santa Cruz, CA 95062  
[parksfiscal@parks.santacruzcountyca.gov](mailto:parksfiscal@parks.santacruzcountyca.gov)

Before beginning work, evidence of insurance or an approved plan of self-insurance shall be submitted to the County on the Certificate of Insurance, (Form ADM-11), which is included in the attached Contract.