



City of Gilroy
Public Works Department

Specifications for
FY24 Citywide Pavement
Rehabilitation Project
No. 24-PW-288

Jorge Duran

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Interim City Engineer

Bids Due by: 2:00 pm, Wednesday, March 20, 2024





**CITY OF GILROY
PUBLIC WORKS DEPARTMENT**

**FY24 Citywide Pavement Rehabilitation Project
No. 24-PW-288**

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SECTION 00020

NOTICE TO PROSPECTIVE BIDDERS

Notice is hereby given that **SEALED BIDS** will be received by the Purchasing Coordinator **in person** at the City of Gilroy Council Chambers, 7351 Rosanna Street, Gilroy, CA 95020, from **1:30 PM to 2:00 PM, Wednesday, March 20, 2024**, for the **FY24 Citywide Pavement Rehabilitation Project, No. 24-PW-288**. Bids will be publicly opened and read at 2:00 PM.

The work includes furnishing of all labor, materials, incidentals, and equipment necessary to perform pavement rehabilitation of various roads including pavement digouts, pavement milling, hot mix asphalt pavement overlay, rubberized cape seal, slurry seal, microsurfacing, associated concrete flatwork; adjustment of utilities to grade; installation of traffic stripes, pavement markings, pavement markers, and roadside signs; replacement of traffic signal loops; tree removal and replacement, traffic control; and other incidentals thereto, in various locations in the City of Gilroy, as indicated in these Plans and Specifications.

Bids received after the stated time and date will not be accepted. The City of Gilroy will not be responsible for delayed deliveries or deliveries made to another location other than the location specified above. Bids should be in a sealed envelope plainly marked with the project title, project number, bidder's name, and time and date of the bid opening. Electronic copies of the bid documents are available on the City Website at <https://www.cityofgilroy.org/Bids.aspx>. All prospective parties shall check the City's website for any addendums prior to the bid opening.

Bids delivered before March 20, 2024 at 1:30 PM must be delivered to the City Hall Information Desk at the northeast entrance of City Hall. City Hall is currently open Monday through Thursday from 8:30 AM to 4:30 PM. Bidders may also view or purchase bid documents from ARC Planwell at https://customer.e-arc.com/arcEOC/PWELL_Main.asp?mem=23.

Pursuant to Section 1770, et. seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

Bidding procedures are prescribed in the Project Manual. Bids shall be executed upon the forms bound and made a part of said Manual. Bid guaranty in an amount not less than ten percent (10%) of the total bid dollar amount conforming to the prescribed bidding procedures is required to be submitted with each bid, as a guaranty to be forfeited should the bidder, if awarded the contract, fails to enter into the same, or fails to furnish in a timely manner the bonds and/or proof of insurance.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the **City of Gilroy** to ensure the performance of the Contract, the

Contractor may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.

All bidders 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 project. In accordance with provisions of California Public Contract Code Section 3300, the City has determined that the Contractor shall possess a valid Class A license at the time that the bid is submitted. Failure to possess the specified license shall render the bid as non-responsible.

For any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015, Section 1725.5 of the California State Labor Code requires that a contractor must be registered with the California State Department of Industrial Relations to be qualified to bid on, be listed in a bid proposal or engage in the performance of any public work contract that is subject to the requirements of this chapter. "Contractor" includes subcontractors as defined by the Code Section 1722.1. **Failure of the contractor and subcontractors to be registered at the time of bidding as required by the labor code shall render the bid as non-responsible.**

NOTE: LICENSE REQUIRED PRIOR TO AWARD FOR PROJECTS WITH FEDERAL FUNDS. ALL OTHER CONTRACTS REQUIRE LICENSE PRIOR TO BID.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Bid Proposal.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

The City of Gilroy reserves the right to reject any or all bids, and to waive any irregularities in the bids.

Date: 2/23/24

By: *Jorge Duran*
Jorge Duran, PE
Interim City Engineer

Published 2/23/24

END OF SECTION

SECTION 00100

INSTRUCTIONS TO BIDDERS

1.0 WORK TO BE DONE

It is the intention of the City to construct improvements as shown and set forth on the plans, profiles and detailed drawings, and in the particular locations shown on the drawings. All of the work is particularly set forth in the plans and specifications, and all of said work, together with all other work incidental thereto, is included.

The work includes furnishing of all labor, materials, incidentals, and equipment necessary to perform pavement rehabilitation of various roads including pavement digouts, pavement milling, hot mix asphalt pavement overlay, rubberized cape seal, slurry seal, microsurfacing, associated concrete flatwork; adjustment of utilities to grade; installation of traffic stripes, pavement markings, pavement markers, and roadside signs; replacement of traffic signal loops; tree removal and replacement, traffic control; and other incidentals thereto, in various locations in the City of Gilroy, as indicated in these Plans and Specifications.

The quantities shown in the bid schedule form(s) are approximate only and given as a basis for the comparison of bids. The City does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

The Contractor shall be required to provide, at its own cost and expense, all necessary insurance, as required by law or these specifications, and shall pay the cost and expense of any and all incidental matters herein required.

2.0 EXAMINATION OF CONTRACT DOCUMENTS

Each bidder shall thoroughly examine and be familiar with those Contract Documents contained in the Project Manual, drawings and addenda (if any). The submission of a bid shall constitute as acknowledgment upon which the City may rely that the bidder has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its proposal or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

3.0 INSPECTION OF SITE

Bidders are required to inspect the site of the work to satisfy themselves by personal examination or by such other means as they may prefer, of the location

of the proposed work, and of the actual conditions, including subsurface, of and at the site of work. If, during the course of its examination, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the Bidder may apply to the City, in writing, for additional information and explanation before submitting its bid.

Submission of a bid by the bidder shall constitute conclusive evidence that, if awarded the Contract, it has relied and is relying on its own examination of (1) the site of the work, (2) access to the site, (3) all other data and matters requisite to the fulfillment of the work and on its own knowledge of existing facilities on and in the vicinity of the site of the work to be constructed under the Contract, (4) the conditions to be encountered, (5) the character, quality and scope of the proposed work, (6) the quality and quantity of the materials to be furnished, and (7) the requirements of the bid, the plans, the specifications, and the other Contract Documents.

4.0 INTERPRETATION OF CONTRACT DOCUMENTS

No oral representations or interpretations will be made to any bidder as to the meaning of the Contract Documents. Requests for an interpretation shall be made in writing , via e-mail, at least ten (10) working days before the time announced for opening of the bids to:

Marco.Martinez@cityofgilroy.org
City of Gilroy
7351 Rosanna Street
Gilroy, CA 95020

Requests to clarify the source of materials, equipment, suppliers or any other such matter which does not modify, change, increase, or decrease the scope of work requires no action by the City other than a response to the bidder requesting the clarification. Requests to clarify possible ambiguous or incomplete statements or designs, or any other such clarification which modifies, changes, increases or decreases the scope of work, requires issuance of an addendum by the City for the interpretation to become effective.

5.0 POSTPONEMENT OF OPENING

The City reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Invitation to Bid. Postponement notices shall be mailed to plan holders of record in the form of addenda.

6.0 OPENING OF BIDS

All bids, irrespective of any irregularities or informalities, if received on time, will be

opened and publicly read aloud at the time and place set forth in the Invitation to Bid. Bidders, their representatives and other interested persons may be present at the opening and reading of bids.

Any bids received after the time for receiving and opening bids as set forth in the Invitation to Bid or as postponed by addenda will be considered non-responsive and will not be opened. Any such bids will be returned unopened to the Bidder.

The public reading of each bid will include at least the following:

- A. Name and address of bidders.
- B. The total amount of bid.
- C. The nature and amount of the security furnished with the bid.

7.0 PREPARATION OF BID FORMS

Bids shall be made on the blank forms in this manual and must be submitted at the time and place stated in the Invitation to Bid. All blanks in the bid forms must be appropriately filled in, either in ink or typed, and all prices must be stated in figures. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that its bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. City shall not be responsible for errors or omissions in the bid. Bidders shall write their names on each bid form at the space provided.

8.0 BIDDER'S SIGNATURE AND AUTHORITY

If the bid is made by an individual, his/her name, signature, and post office address must be shown; if made by a firm or partnership, the name and post office address of the firm or partnership, a list of the partners, and the signature of at least one of the general partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation, and the title of the person who signs on behalf of the corporation. If the corporation makes the bid, a certified copy of the bylaws or resolution of the Board of Directors of the corporation shall be furnished showing the authority of the officer signing the bid to execute Contracts on behalf of the corporation. If the bid is made by a joint venture, a representative of one of the joint venture firms shall sign the bid. Additionally, the bid shall include a copy of the resolution or agreement empowering the representative to execute the bid and bind the joint venture.

9.0 ERASURES AND CORRECTIONS

The bid submitted must not contain any erasure, interlineation, or other corrections

unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons submitting the bid.

10.0 BID IRREGULARITIES

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modifications of the bid form which are not specifically called for in the Contract Documents may result in rejection of the bid by the City, as not being responsive to the Invitation to Bid. No oral or telephonic modification of any bid submitted will be considered.

11.0 MODIFICATION OF BID

On written request filed with the City, a bid already received may be modified or withdrawn at any time prior to the time established for receiving bids. The request must be executed by the bidder or its authorized representative as described in Paragraph 00100-8.0, **BIDDER'S SIGNATURE AND AUTHORITY**. Modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid. Withdrawal of a bid does not prejudice a bidder's right to submit a new bid within the time designated for the submission of bids. No bid may be withdrawn after the time established for receiving bids except as provided in Paragraph 00100-12.0, **WITHDRAWAL OF BIDS**.

12.0 WITHDRAWAL OF BIDS

In accordance with Public Contract Code 5103, within five days after the opening of bids, a bidder may withdraw its bid providing the bidder can establish to the City's satisfaction that a mistake was made in preparing the bid. A bidder desiring to withdraw shall give written notice to the City, specifying, in detail, how the mistake occurred and how the mistake made the bid materially different than it was intended to be. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the work or in reading the Contract Documents.

13.0 ADDENDA

Addenda issued during the time of bidding shall become a part of the documents furnished bidders for the preparation of bids, shall be covered in the bids, and shall be made a part of the Contract. Each bid shall include specific acknowledgement in the space provided of receipt of all Addenda issued during the bidding period. Failure to so acknowledge may result in the bid being rejected as not responsive. Failure of any bidder to receive such Addenda shall not be grounds for non-compliance with the terms of the instructions.

14.0 BID PRICES

Bid prices shall include everything necessary for the completion of the work including but not limited to providing the materials, equipment, tools, plant and other facilities, and the management, superintendence, labor and services. Bid prices shall include allowance for all federal, state and local taxes.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern, and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amount quoted, the individual item amounts shall govern and the correct total shall be deemed to be the amount bid.

15.0 BID GUARANTY

The bid form shall be accompanied by a bid guaranty bond provided by a surety company authorized to carry on business in the State of California with a minimum "A:-VII" rating with Best's Rating Guide for payment to the City in the sum of at least ten (10) percent of the total amount of the bid price, or, alternatively, by a certified or cashier's check, payable to the City in the sum of at least ten (10) percent of the total amount of the bid price. The bid guaranty bond shall be provided on the form included in Section 00410, **BID GUARANTY BOND**, of this Project Document. The amount payable to the City under the bid guaranty bond, or the certified or cashier's check and the amount thereof, as the case may be, shall be forfeited to the City as liquidated damages in case of a failure or neglect of the bidder to furnish, execute, and deliver to the City the required performance and payment bonds, evidences of insurance; and to enter into, execute, and deliver to the City the Agreement on the form provided herewith, within ten (10) calendar days after receiving written notice from the City that the award has been made and the Agreement is ready for execution.

The bid guarantees of the three lowest bidders will be retained until the Agreement is signed, evidence of insurance provided, and satisfactory bonds furnished or other disposition made thereof. The bid guarantees of all bidders except the three lowest, responsive bids will be returned within 15 calendar days after the bids are opened.

16.0 QUALIFICATION OF BIDDER

Each bidder shall complete and submit with their bid Section 00420, **CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS**.

Upon the request of City, any bidder whose bid is under consideration for the award

of the Contract shall promptly submit satisfactory evidence showing the bidder's financial resources, its construction experience, and its organization's availability for the performance of the Contract.

The bidder may be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in the Documents.

17.0 SUBCONTRACTORS

In accordance with California Public Contracting Code Section 4100, et. seq., each bid shall have listed in Section 00430, **PROPOSED SUBCONTRACTORS**, the name, portion of work to be performed, and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or of any subcontractor licensed by the State of California who, under subcontract to the bidder, will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the bidder's total bid or Ten Thousand Dollars (\$10,000.00), whichever is greater.

Failure to list subcontractors may render the bid non-responsive and may be grounds for rejection of the bid. Failure to comply with the provisions of the California "Subletting and Subcontracting Fair Practices Act" shall make the Contractor subject to the sanctions as set forth in the Act.

The Contractor shall perform at a minimum the percentage of work specified in Section 01010-7.0, **CONTRACTOR'S WORK PERCENTAGE**, with its own forces and shall not subcontract out this portion of work.

18.0 MAJOR EQUIPMENT ITEMS

Not used.

19.0 SUBSTITUTIONS DURING BIDDING

Manufacturers or suppliers of materials and equipment may offer an alternative product to the Contractor and request that alternatives to specified products be considered equal. Inclusion of such alternatives in the bid is the responsibility of the Contractor. Inclusion should only be considered if the Contractor believes the offered alternative is equal in quality and performance to the specified product. After award of the Contract, such offers of alternative products will be reviewed and processed as a substitution as provided under Section 01600, **MATERIAL AND EQUIPMENT**.

20.0 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, partnership, company, association, organization, business entity, business combination, or corporation, under the same or different name, shall make, file, or be interested in more than one bid for the same work unless alternate bids are called for. A person, partnership, company, association, organization, business entity, business combination, firm, or corporation may, however, submit subproposals or quote prices on materials to more than one bidder.

Pursuant to Public Contract Code Section 7106, bidders shall execute and furnish with their bids Section 00480, **NON-COLLUSION AFFIDAVIT**. Reasonable grounds to believe that any individual, partnership, company, association, organization, business entity, corporation, or business combination is interested in more than one bid for the proposed work may cause rejection of all bids in which that individual, partnership, company, association, organization, business entity, corporation, or business combination is interested.

21.0 SHEETING, SHORING AND BRACING

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted shall contain, in the bid item indicated, the amount included in its bid for adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the City, the Design Consultant, the Construction Manager, and their employees, agents, and subconsultants.

22.0 WAGE RATES

Pursuant to provisions of the Labor Code Section 1770, et. seq., of the State of California, the Director of the Department of Industrial Relations has ascertained the prevailing rate of per diem wages of the locality in which the Work is to be performed and applicable to the work to be done. Copies of these wage determinations can be obtained at: www.dir.ca.gov

Bidders shall promptly notify the City, in writing, about all the classifications of labor not listed in the prevailing wage determinations but necessary for the performance of the Work, before bids are submitted.

23.0 WAGE THEFT PREVENTION

Compliance with Wage and Hour Laws: Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against Contractor and/or its Subcontractors:

BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS, OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS, OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision, or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed, Contractor shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision, or order becomes final or of learning of the final judgment, decision, or order. Contractor and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. The City reserves the right to require Contractor to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City’s Right to Withhold Payment: Where Contractor or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision, or order of a court or government agency, the City reserves the right to withhold payment to Contractor until such judgment, decision, or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Gilroy, 7351 Rosanna Street, Gilroy CA 95020. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

24.0 OFFER OF ASSIGNMENT OF ANTITRUST ACTIONS

As provided by Section 4552, et. seq., of the California Government Code, in submitting a bid to the City, the bidder offers and agrees that if the bid is accepted, it will assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the City pursuant to the bid. Such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

25.0 ASSIGNMENT OF CONTRACT

Any attempted assignment by the Contractor of any contract to be entered into hereunder, or any part thereof, or of funds to be received thereunder by the Contractor, is void unless such assignment has had prior written approval of City, and the Surety has been given due notice of such assignment in writing and has consented thereto in writing.

26.0 REJECTION OF BIDS

The City reserves the right to reject any and all bids and further reserves the right to reject any bids which are nonresponsive, incomplete, obscure, or irregular; any bids which omit a bid on any one or more items on which the bids are required; any bids in which unit prices are unbalanced in the opinion of the City; any bids accompanied by insufficient or irregular bid guaranty; any bids from bidders who have previously failed to perform properly or to complete on time Contracts of any nature; and any bidder who fails to provide satisfactory documentation of its qualifications as required by Section 00100-16.0, **QUALIFICATION OF BIDDER**. The City reserves the right to waive irregularities.

27.0 CONTRACT, BONDS AND INSURANCE CERTIFICATES

The successful bidder, simultaneously with the execution of the Agreement, will be required to furnish a Payment Bond on forms provided by the City, a Faithful Performance Bond, the Workers' Compensation Insurance Certificate and evidences of insurance. The bonds and insurance shall be secured from an

established surety or insurance company, and the insurance certificate must be satisfactory to City with a minimum "A-VII" rating with Best's Rating Guide.

To be approved, the Payment Bond shall be in an amount not less than one hundred percent (100%) of the total amount payable by the terms of the Agreement.

Simultaneously with the submission of its bid, the bidder shall furnish the name, address and telephone number of the surety that the bidder proposes to furnish the Payment Bond.

The Payment Bond shall secure the payment of those persons or entities to whom the bidder may become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the bidder in performing the work, or taxes or amounts to be withheld thereon. The Payment Bond shall provide that the surety will pay the following amounts should the Contractor or a Subcontractor fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Section 3181; (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Agreement; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. The Payment Bond shall, by its terms, inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

The Faithful Performance Bond shall be secured from the surety in an amount not less than one hundred percent (100%) of the total amount payable by the terms of the Agreement. The Faithful Performance Bond shall secure the faithful performance of the contract. The successful bidder shall furnish the name, address and telephone number of the surety that will furnish the Payment Bond. The Performance and Payment bonds may be released, upon approval by the City, 35 days following the recording of the Notice of Acceptance of Completion, pending receipt of a Maintenance Bond in the amount of ten percent of the final contract amount.

The bidder shall carefully examine the form of the Agreement as provided in Section 00500, which the successful bidder as Contractor will be required to execute, and the forms of bonds and insurance certificates as provided in Sections 00610, 00620 and 00630, which the bidder will be required to furnish.

28.0 AWARD OF CONTRACT

Within sixty (60) days after the time of opening of the bids, the City will act either

to accept a bid, to reject all bids or with the consent of the bidders and their sureties to extend the time in which the City may act. The acceptance of a bid will be evidenced by a Notice of Intent to Award of Contract via email to the bidder whose bid is accepted. No other act of City will constitute acceptance of a bid. The Award of Contract shall obligate the bidder whose bid is accepted to furnish performance and payment bonds and evidences of insurance, and to execute the Agreement in the form set forth in the Contract Documents. The Contract will require the completion of the work according to the Contract Documents.

If award is made, it will be based on the lowest responsive, responsible base bid.

29.0 EXECUTION OF CONTRACT

The Agreement shall be executed by the successful bidder and returned, together with the Contract bonds and evidences of insurance, within ten (10) days after receiving written Notice of Intent to Award of the Contract. Time is of the essence in this regard. After execution by City, one copy of the Agreement shall be returned to Contractor.

The failure to execute the Contract Documents or to furnish the bonds or insurance required by these instructions within ten (10) days after receiving written notice of the Intent to Award of the Contract constitutes a default. In the event of a default, the City may award the Contract to the next lowest bidder or may readvertise for bids. The City may charge against the defaulting bidder the greater of (1) the amount of the bid bond, or (2) the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by readvertising, the defaulting bidder shall have no claim against the City for a refund.

30.0 CONSTRUCTION DOCUMENTS

Within five (5) working days after the execution of the Contract, the City will furnish the Contractor three (3) copies of the Specifications, and plans. The Contractor may obtain additional copies for the price listed in Section 00020, **INVITATION TO BID**.

31.0 CONTRACTOR AND SUBCONTRACTOR REGISTRATION REQUIREMENTS

Senate Bill 854 was passed by the legislature and signed by the Governor on June 20, 2014 which modified the labor code. Section 1725.5 is added to the Labor Code, to read:

1725.5

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation Insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

- (E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:
- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
 - (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
 - (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
 - (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding

body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.

- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

Section 1771.1 is added to the Labor Code, to read:

1771.1.

- (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- (b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
- (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- (d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

- (e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
- (f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
- (g) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

Section 1771.3 of the Labor Code is repealed.

As per the updated labor code shown above, for any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015, all contractors must be registered with the state to be qualified to bid on, be listed in a bid proposal or engage in the performance of any public work contract that is subject to the requirements of the code. "Contractor" includes subcontractors as defined by the Code Section 1722.1. **Failure of the contractor and subcontractors to be registered at the time of bidding, as required by the labor code, shall render the bid as non-responsible.**

END OF SECTION

**SECTION 00220
GEOTECHNICAL DATA**

Not Used

*****END OF SECTION*****

SECTION 00300
BID

DATE: _____

The undersigned, as bidder, declares that we have received and examined the Contract Documents entitled FY24 Citywide Pavement Rehabilitation Project, Project No. 24-PW-288, and will contract with the City, on the form of Agreement provided herewith, to do everything required for the fulfillment of the Contract for the construction of this project at the prices and on the terms and conditions herein contained.

We agree that the following shall form a part of this bid and are submitted herewith:

<u>SECTION</u>	<u>TITLE</u>	<u>Item Included (?)</u>
00300	Bid	_____
00310	Bid Schedule	_____
00410	Bid Guaranty Bond	_____
00420	Certification of Bidder's Experience and Qualifications	_____
00425	Proposed Bond Provider	_____
00430	Proposed Subcontractors	_____
00480	Non-Collusion Affidavit	_____

We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents.

Addendum No.	Date Received	Initials

Attached is a bid guaranty bond as required by Paragraph 00100-15.0, **BID GUARANTY**.

_____ Name of Bidder

If our bid is accepted, we agree to sign the Agreement without qualifications and to furnish the performance and payment bonds and the required evidences of insurance within 10 calendar days after receiving written Notice of Award of the Contract.

We further agree, if our bid is accepted and a Contract for performance of the work is entered into with the City, to so plan work and to prosecute it with such diligence that the

work shall be completed within the time stipulated.

Name of Bidder

Contractor's License No.

License Expiration Date

Contractor's DIR Number

Signature of Bidder

Title of Signator

Bidder's Phone Number

Bidder's Email Address

Witness

Address of Bidder

Title of Witness

State of Incorporation

*****END OF SECTION*****

SECTION 00310 BID SCHEDULE

PROPOSAL FOR THE CONSTRUCTION OF FY24 CITYWIDE PAVEMENT REHABILITATION PROJECT NO. 24-PW-288.

City of Gilroy

Pursuant to Section 00020, **INVITATION TO BID**, the undersigned hereby proposes and agrees that on award by the **City of Gilroy** under this Bid, and in accordance with the provisions therein stated, to execute a Contract, with necessary bonds, to furnish and install any and all labor, materials, transportation, and services for the construction of the **FY24 Citywide Pavement Rehabilitation Project** in accordance with the Plans and Specifications therefor adopted and on file with the **City of Gilroy** within the time hereinafter set forth and at the prices named in this Bid as follows:

BASE BID

Item No.	Description	Qty	Unit	R F	Unit Price	Total
1	Mobilization	1	LS	F		
2	Traffic Control	1	LS	F		
3	3" Depth Digouts	47,481	SF			
4	6" Depth Digouts	32,509	SF			
5	2" Coldmill AC Pavement	33,040	SF			
6	3" Coldmill AC Pavement	173,172	SF			
7	6" Coldmill AC Pavement	37,900	SF			
8	AC Pavement HMA Overlay	5,318	TON			
9	Tree Remove and Replace	15	EA	R		
10	Curb and Gutter	640	LF	R		
11	Sidewalk	1,050	SF	R		
12	Lower Manhole	10	EA			

13	Adjust Manhole to Grade	10	EA			
14	Lower Water Valve	15	EA			
15	Adjust Water Valve to Grade	15	EA			
16	Lower Monument	1	EA			
17	Adjust Monument to Grade	1	EA			
18	Crack Seal	1,854,804	SF			
19	Slurry Seal Type II	578,258	SF			
20	Type II Micro-Surface	1,141,119	SF			
21	Rubberized Cape Seal	521,767	SF			
22	Remove Existing Thermoplastic Striping / Markers/ Temporary Striping	1	LS	F		
23	Caltrans Striping Detail 1 (Thermoplastic)	1,380	LF			
24	Caltrans Striping Detail 2 (Thermoplastic)	1,178	LF			
25	Caltrans Striping Detail 9 (Thermoplastic)	2,285	LF			
26	Caltrans Striping Detail 21 (Thermoplastic)	8,444	LF			
27	Caltrans Striping Detail 22 (Thermoplastic)	4,185	LF			
28	Caltrans Striping Detail 27B (Thermoplastic)	17,309	LF			
29	Caltrans Striping Detail 27C (Thermoplastic)	180	LF			
30	Caltrans Striping Detail 29 (Thermoplastic)	4,243	LF			
31	Caltrans Striping Detail 32 (Thermoplastic)	15,053	LF			
32	Caltrans Striping Detail 38 (Thermoplastic)	2,686	LF			
33	Caltrans Striping Detail 38A (Thermoplastic)	975	LF			
34	Caltrans Striping Detail 39 (Thermoplastic)	44,243	LF			

35	Caltrans Striping Detail 39A (Thermoplastic)	10,171	LF			
36	12" White Stripe - (Thermoplastic)	2,165	LF			
37	STOP, AHEAD, KEEP, CLEAR, ONLY, SPEED Legend- (Thermoplastic)	57	EA			
38	Bike Lane Symbol with Arrow	87	EA			
39	Shared Lane Markings	11	EA			
40	Triple-4 Crosswalk (single leg)	14	EA			
41	Continental Crosswalk (Thermoplastic)	108	SF			
42	Yield Line	24	LF			
43	Type I and IV (L and R) Arrow Thermoplastic	102	EA			
44	Type II Arrow-Thermoplastic	2	EA			
45	Type III Arrow-Thermoplastic	6	EA			
46	Type VII Arrow Thermoplastic	6	EA			
47	Blue FH Pavement Markers	1	LS	F		
48	Install 6x6 Type A Detector Loops	58	EA	R		
49	Install 6x6 Type D Detector Loops	14	EA	R		
50	Water Pollution Control Plan (WPCP)	1	LS	F		
51	WPCP Implementation and Site Management	1	LS	F		
52	Lead Compliance Plan and Implementation	1	LS	F		
53	Caltrans Double Permit	1	LS	F		
	TOTAL: Base Bid: Items 1 thru 53 inclusive and all work incidental thereto and connected therewith				\$	
	TOTAL BASE BID IN WORDS:					

BID ALT 1 – CHURCH/EIGLEBERRY ALLEYS

Item No.	Description	Quantity	Unit	R F	Unit Price	Total
1A	Traffic Control	1	LS	R- F		
2A	6" Depth Digouts	4,410	SF	R		
3A	2" Coldmill AC Pavement	21,000	SF	R		
4A	2" AC Pavement HMA Overlay	275	TON	R		
5A	Tree Removal and Replacement	1	EA	R		
6A	Lower Manhole	3	EA	R		
7A	Adjust Manhole to Grade	3	EA	R		
TOTAL: Bid Alt 1 Items 1A thru 7A inclusive and all work incidental thereto and connected therewith					\$	
TOTAL BID ALT 1 IN WORDS:						

BID ALT 2 – THOMAS RD ROADWAY WIDENING

Item No.	Description	Quantity	Unit	R F	Unit Price	Total
1B	Traffic Control	1	LS	R- F		
2B	Roadway Excavation	318	CY	R		
3B	Class 2 Aggregate Base	318	CY	R		
4B	Hot Mix Asphalt (Type A)	288	TON	R		
TOTAL: Bid Alt 2 Items 1B thru 4B inclusive and all work incidental thereto and connected therewith					\$	
TOTAL BID ALT 2 IN WORDS:						

Bid amount of each of the above bid items must be filled in and completed. Work shown on the plans or included in the specifications, but not specifically mentioned in the above items of work shall be included in the bid and spread uniformly throughout the above items. This includes field surveying and field fitting all improvements to meet ADA requirements, including maximum slopes as shown Standard plans (see also Section 01050 – Field Engineering).

When an item of work is designated as Final Pay (F) in the Engineer's Estimate, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor concrete.

If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay item will be revised in the amount represented by the eliminated portion of the item of work. The estimated quantity for each item of work designated as (F) in the Engineer's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by the computations, based on details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity-based computation does not equal the estimated quantity. In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

When an item of work is designated as Revokable (R) in the Engineer's Estimate, the item is revocable if not used and Changed quantity payment adjustments under Section 4-1.05 of the Standard Specifications shall not apply to this bid item.

Name of Bidder

*****END OF SECTION*****

SECTION 00410
BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, _____ AS PRINCIPAL, AND AS SURETY, are held and firmly bound unto the **City of Gilroy** 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 Gilroy** 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 Gilroy** 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 Gilroy**, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at City of Gilroy Council Chambers.

FOR: FY 24 Citywide Pavement Rehabilitation Project No. 24-PW-288

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 two bonds with the **City of Gilroy**, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and provide certificate of insurance coverage required by the Contract Documents, 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 on this day of _____, _____.

Title of Signator

Title of Signator

Signature of Principal

Signature of Surety

Address _____

Address _____

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

END OF SECTION

SECTION 00420

CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

The undersigned Bidder certifies that it is, at the time of bidding, and shall be, throughout the period of the contract, 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. Bidder shall further certify that it is skilled and regularly engaged in the general class and type of work called for in the Contract Documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

The Bidder represents that it is competent, knowledgeable, and has special skills on the nature, extent, and inherent conditions of the work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

The Bidder shall list below three (3) projects completed in the last two (2) years of similar size and complexity that indicate the Bidder's experience as a Contractor.

1. **Project Name:** _____
 City: _____
 Construction Cost: _____
 Construction Time: _____ **Calendar Days:** _____
 City's Representative: _____
 City's Telephone No.: _____
 Date of Substantial Completion: _____

2. **Project Name:** _____
 City: _____
 Construction Cost: _____
 Construction Time: _____ **Calendar Days:** _____
 City's Representative: _____
 City's Telephone No.: _____
 Date of Substantial Completion: _____

3. **Project Name:** _____
 City: _____
 Construction Cost: _____
 Construction Time: _____ **Calendar Days:** _____
 City's Representative: _____
 City's Telephone No.: _____
 Date of Substantial Completion: _____

Signed this _____ day of _____, _____.

Name of Bidder

*****END OF SECTION*****

SECTION 00425
PROPOSED BOND PROVIDER

Company:_____

Address:_____

Phone: _____

Best Rating:_____

California Department of Insurance Approval: Yes_____ No_____

*****END OF SECTION*****

SECTION 00430
PROPOSED SUBCONTRACTORS

Pursuant to California Public Contract Code, Section 4100 et. seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the Contract (additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.)

<u>Name</u>	<u>Full Address/Phone</u>	<u>Description of Work</u>	<u>Bid Item No.s</u>

Contractor's License Number

DIR Registration Number

<u>Name</u>	<u>Full Address/Phone</u>	<u>Description of Work</u>	<u>Bid Item No.s</u>

Contractor's License Number

DIR Registration Number

Name	Full Address/Phone	Description of Work	Bid Item No.s

Contractor's License Number

DIR Registration Number

Name	Full Address/Phone	Description of Work	Bid Item No.s

Contractor's License Number

DIR Registration Number

Name	Full Address/Phone	Description of Work	Bid Item No.s

Contractor's License Number

DIR Registration Number

Name	Full Address/Phone	Description of Work	Bid Item No.s

Contractor's License Number

DIR Registration Number

Name	Full Address/Phone	Description of Work	Bid Item No.s

Contractor's License Number

DIR Registration Number

Name of Bidder

Signature of Bidder

*****END OF SECTION*****

SECTION 00480

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

State of California)
) ss.
County of)

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

	Signature
	Name of Bidder
Subscribed and sworn before me this	
_____ day of _____, _____.	Title
Signature of Notary Public in and for	Date
the County of _____,	
State of California.	

*****END OF SECTION*****

SECTION 00500 AGREEMENT

FY24 Citywide Pavement Rehabilitation Project
PROJECT NUMBER 24-PW-288

THIS AGREEMENT, made this _____ day of _____, 2024,
by and between the **City of Gilroy**, hereinafter called the "City," and _____
_____ hereinafter called the "Contractor."

WITNESSETH:

WHEREAS, the City has caused the Contract Documents to be prepared comprised of bidding and contract requirements and technical specifications and drawings for the construction of the FY24 CITYWIDE PAVEMENT REHABILITATION PROJECT, PROJECT NO. 24-PW-288, as described therein, and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the Contract Documents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the City and Contractor agree as follows:

Article 1. Work.

Contractor shall complete the Work as specified or indicated in the Contract Documents.

Article 2. Contract Time.

The Work shall be completed by the Contractor in accordance with the Contract Documents within the time period required by Paragraph 00810-2.0, Time Allowed for Completion, subject to extension as expressly provided in the Contract Documents.

Article 3. Liquidated Damages.

The city and the contractor recognize that the city will suffer substantial damages

and significant financial loss as a result of the contractor's delays in performance of the work described in the contract documents. The city and the contractor hereby acknowledge and agree that the damages and financial loss sustained as a result of any such delays in performance will be extremely difficult and impractical to ascertain. Therefore, the city and contractor hereby agree that in the event of such delays in performance, the city shall be entitled to compensation by way of liquidated damages (and not penalty) for the detriment resulting therefrom in accordance with paragraph 00700-6.5, liquidated damages, of the contract documents. The city and the contractor further agree that the amounts designated as liquidated damages are a reasonable estimate of the city's damages and financial loss in the event of any such delays in performance considering all of the circumstances existing as of the date of this agreement, including the relationship of such amounts to the range of harm to the city which reasonably could be anticipated as of the date of this agreement and the expectation that proof of actual damages would be extremely difficult and impractical.

By initialing this paragraph below, the parties hereto signify their approval and consent to the terms of this article 3.

City's Initials

Contractors Initials

Article 4. Contract Price.

In consideration of the Contractors performance of the Work in accordance with the Contract Documents, the City shall pay the Contract Price set forth in the Contract Documents.

Article 5. Contract Documents.

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement (Section 00500 of the Contract Documents) and the following, all of which are hereby incorporated into this Agreement by reference with the same force and effect as if set forth in full.

Invitation to Bid
Instructions to Bidders
Bid Documents
Designation of Subcontractors
Bid Guaranty Bond
Agreement
Acknowledgements

Performance Bond
Payment Bond
General Conditions
Supplementary Conditions
General Requirements
Standard Specifications (Caltrans)
Technical Specifications
Drawings
Addenda, if any
Executed Change Orders, if any
Maintenance Bond
Notice of Award
Notice to Proceed

Article 6. Miscellaneous.

Capitalized terms used in this Agreement which are defined in Section 01090, References, of the Contract Documents will have the meanings set forth in Section 01090, References.

Contractor shall not assign any rights, obligations, duties or responsibilities under or interest in the Contract Documents without the prior written consent of the City, which consent may be withheld by the City in its sole discretion. No assignment by the Contractor of any rights, obligations, duties or responsibilities under or interests in the Contract Documents will be binding on the City without the prior written consent of the City (which consent may be withheld in City's sole discretion); and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, executed by the City, no assignment will release or discharge the assignor from any liability, duty, obligation, or responsibility under the Contract Documents.

Subject to the foregoing, the Contract Documents shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Nothing contained in the Contract Documents shall in any way constitute a personal obligation of or impose any personal liability on any employees, officers, directors, agents or representatives of the City or its successor and assigns.

In accordance with California Business and Professions Code Section 7030, the Contractor is required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against Contractors if a

complaint regarding a latent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning the Contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

IN WITNESS WHEREOF, this agreement has been executed on this
day of _____, _____.

Name of Contractor

Signature of City

Signature of Contractor

Title of Signator

Title of Signator

ATTEST:

ATTEST:

Signature

Signature

Title of Signator

Title of Signator

*****END OF SECTION*****

SECTION 00610
FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS, City of Gilroy, hereinafter designated the "City," has, on _____, _____, awarded to, _____ hereinafter designated as the "Principal," a Contract for the construction of the **FY24 Citywide Pavement Rehabilitation Project**, and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract:

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, it or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions, and agreements in the said contract and any alterations made as therein provided, on it or their part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless, the City, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

It is acknowledged that the Contract provides for a one-year warranty period, during which time this bond remains in full force and effect.

And the said 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 accompanying the same shall, in any way, affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Seal)	_____ Principal
_____	Signature for Principal
_____	Title of Signator
(Seal)	_____ Surety
_____	Signature for Surety
_____	Title of Signator

*****END OF SECTION*****

SECTION 00620
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT, WHEREAS, City of Gilroy, hereinafter designated as the "City," has, on _____, _____, awarded to _____, hereinafter designated as the "Principal," a Contract for the construction of the **FY24 Citywide Pavement Rehabilitation Project** and

WHEREAS, said Principal is required to furnish a bond in connection and with said Contract, providing that if said Principal, or any of it or its subcontractors shall fail to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth:

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

The Payment Bond for which this Section provides shall secure the payment of those persons or entities to whom the Principal, its Subcontractors or its heirs, executors, administrators, successors, or assigns, shall be become legally indebted for labor, materials, tools, equipment or services of any kind used or employed by the bidder in performing the work, or taxes or amounts to be withheld thereon. The Surety or Sureties will pay the following amounts should the Principal or a Subcontractor fail to pay the same, plus reasonable attorneys' fees to be fixed by the court if suit is brought upon the bond: (1) amounts due to any of the persons named in California Civil Code Section 3181; (2) amounts due under the Unemployment Insurance Code with respect to work contracted to be done or any work or labor thereon of any kind; and (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor. This Payment Bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to those persons or their assigns in any suit brought upon this bond.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition of the terms of the Contract or to the

work to be performed thereunder or the specifications accompanying the same shall, in any way, affect its obligations of this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications. Said Surety hereby waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their seals this _____ day of _____, _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

(Seal) Signature for Principal Title

Surety

(Seal)

Signature for Surety Title

*****END OF SECTION*****

SECTION 00630
CERTIFICATE OF INSURANCE

Return Completed
Certificate to
City of Gilroy (Agency)

This certifies to the Agency that the following described policies have been issued to the Insured named below and are in force at this time.

Insured

Address

Description of operations/locations/products insured (show contract name and/or number, if any):

POLICIES AND INSURERS	Bodily Injury LIMITS Property Damage	POLICY NUMBER	EXPIRATION DATE
Workers' Compensation (Name of Insurer) (Best's Rating)	Employers Liability \$		
Check policy type: COMPREHENSIVE GENERAL LIABILITY_____, or COMMERCIAL GENERAL LIABILITY _____. (Name of Insurer) (Best's Rating)	"Claims Made" _____ Occurrence Each _____ Each Occurrence _____ Occurrence \$ _____ \$ Aggregate _____ Aggregate \$ _____ \$ or Combined Single Limit \$ Aggregate \$		
BUSINESS AUTO POLICY Liability Coverage Symbol	Each Person _____ Each Accident \$ _____ \$ _____ \$ Each Accident \$ or, Combined Single Limit \$		
UMBRELLA LIABILITY (Name of Insurer) (Best's Rating)	"Claims Made" _____ Occurrence Occurrence/Aggregate \$ Self-Insured Retention \$		

The following coverage or conditions are in effect:	Yes	No
The Agency, its officials, and employees are named on all liability policies described above as insureds as respects: (a) activities performed for the Agency by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, and (c) premises owned, leased or used by the Named Insured.		
Products and Completed Operations		
The undersigned will mail to the Agency 30 days written notice of cancellation or reduction of coverage or limits		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A, B and C		
Broad Form Property Damage		
X, C, U& Hazards included		
Contractual Liability Coverage applying to this Contract		
Liquor Liability		
Coverage afforded the Agency, its officials, employees and volunteers as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the Agency		
Waiver of subrogation from Workers' Compensation Insurer		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Agency or Brokerage

Insurance Company

Address

Home Office

Name of Person to be Contacted

Authorized Signature Date

Telephone No.

Note: Authorized signatures may be the agent's if the agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

City of Gilroy ("the Agency")
7351 Rosanna Street
Gilroy, CA 95020
Attn: Risk Manager

GENERAL LIABILITY ENDORSEMENT

A. POLICY INFORMATION

Endorsement No. _____

Policy No. _____

1. Insurance Company _____
2. Policy Term (from) _____ (to) _____
3. Named Insured _____
4. Address of Named Insured _____
5. Limit of Liability Any One Incident/Aggregate \$ _____
6. Deductible or Self-Insured Retention:
(Nil unless otherwise specified): \$ _____
7. Coverage is equivalent:
Comprehensive General Liability form GL0002 (Ed 1/73) _____
Comprehensive General Liability "occurrence" form CG0001 _____
Comprehensive General Liability "claims-made" form CG0002 _____
8. Bodily Injury and Property Damage Coverage is: "claims-made" - "occurrence"
if claims-made, the retroactive date is _____.

NOTE: The Agency's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The Agency, its elected and appointed officers, officials, employees and volunteers are included as insureds with regards to damages and defense of claims arising from: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the Agency; or (b) products sold by the Named Insured to the Agency; or (c) premises leased by the Named Insured from the Agency, the insurance afforded by this policy shall be primary insurance as respects the Agency, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the Agency, its elected or appointed officers, officials, employees and volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SCOPE OF COVERAGE.** This coverage, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office form number GL 002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form comprehensive General Liability endorsement: or

- (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 or "claims-made" form CG 0002; or
- (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).

3. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.

4. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its elected or appointed officers, officials, employees or volunteers.

5. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN:

(Title)

(Department)

(Company)

(Address) _____

(Telephone)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____(print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(original signature required on endorsement furnished to the Agency)

ORGANIZATION _____

TITLE _____

ADDRESS _____

TELEPHONE _____

WORKER'S COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT

The City of Gilroy ("the Agency")
7351 Rosanna Street
Gilroy, CA 95020
Attn: Risk Manager

A. POLICY INFORMATION

Endorsement #

1. Insurance Company _____ ("the Company")
Policy Number _____
2. Effective Date of This Endorsement _____
3. Named Insured _____
4. Employer's Liability Limit (Coverage B) _____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **Cancellation Notice.** The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.
2. **Waiver of Subrogation.** The Insurance Company agrees to waive all rights of subrogation against the Agency, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE
(original signature required on endorsement furnished to the Agency)

ORGANIZATION _____ TITLE _____

ADDRESS _____ TELEPHONE _____

SECTION 00650
WORKERS' COMPENSATION INSURANCE CERTIFICATE

In accordance with California Labor Code Section 1861, prior to commencement of work on the Contract, the Contractor shall sign and file with the City the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Signature

Name of Contractor

Title

Date

*****END OF SECTION*****

SECTION 00670
NOTICE OF NONDISCRIMINATION IN EMPLOYMENT

The undersigned contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, marital status or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notice to be provided by the municipality setting forth the provisions of this nondiscrimination clause.

Date

Licensed General Contractor

Company

License #

*****POST IN CONSPICUOUS PLACE OF EMPLOYMENT*****

*****END OF SECTION*****

SECTION 00700 GENERAL CONDITIONS

1.0 GENERAL

1.1 INTENT OF CONTRACT DOCUMENTS

The intent of the Plans and Specifications is to describe the details for the construction and completion of the Work which the Contractor undertakes to perform in accordance with the terms of the Contract. Plans and Specifications are divided into groups for the convenience of the City, Design Consultant, and Construction Manager. These divisions are not for the purpose of apportioning work or responsibility for work among subcontractors, suppliers, and manufacturers.

Where the Plans or Specifications describe portions of the Work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish tools, equipment, and incidentals, and do all the work involved in executing the Contract in a satisfactory and workmanlike manner.

Unless specifically noted otherwise, all sections of the Specifications and the Plans shall be complementary and applicable to each other.

In the event the materials and/or equipment are to be furnished by the City, as designated in the General Requirements or as agreed on, this shall not relieve the Contractor of the above requirements to furnish all other labor, materials, and equipment to complete the Contract.

Words and abbreviations which have well known technical or trade meaning are used in the Contract Documents in accordance with such recognized meanings. For the definition of terms and abbreviations used in these Contract Documents see Section 01090, **REFERENCES**.

1.2 DISCREPANCIES AND OMISSIONS

Any discrepancies or omissions found in the Contract Documents shall be reported to the Construction Manager immediately. The Construction Manager will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

1. Contract
 - a. Agreement
 - b. Permits
 - c. Change Orders
2. General Requirements – Section 01010
3. Supplementary Conditions – Section 00800
4. Instructions to Bidders – Section 00100
5. General Conditions – Section 00700
6. Technical Specifications
7. Project Plans
8. Reference Specifications
9. Reference Standard Plans

With reference to the Project Plans, the order of precedence is as follows:

1. Figures govern over scaled dimensions.
2. Detail drawings govern over general drawings.
3. Addenda/Change Order drawings govern over standard drawings.
4. Contract drawings govern over standard drawings.
5. Large-scale drawings govern over small-scale drawings.

1.3 HEADINGS

Headings to parts, divisions, sections, articles, paragraphs, subparagraphs, and forms are inserted for convenience of reference only and shall not affect the interpretation of the Contract Documents.

1.4 PENALTY FOR COLLUSION

If, at any time, it is found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Contract shall be null and void, and the Contractor and its sureties shall be liable for loss or damage which the City may suffer thereby, and the City may advertise for new bids for said Work.

1.5 SUCCESSORS AND ASSIGNS

The City and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants, agreements, and obligation contained in the

Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.

1.6 ASSIGNMENT TO CITY

Pursuant to Public Contract Code 7103.5, in entering into the Contract and all subcontracts, to supply goods, services, or materials pursuant to the Contract, the Contractor and its subcontractors offer and agree to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract and subcontracts. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

1.7 RIGHTS AND REMEDIES

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

No action or failure to act by the City, the Design Consultant, or the Construction Manager shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

2.0 ADMINISTRATION

2.1 ADMINISTRATION OF THE CONTRACT

The City's Representatives, the Construction Manager, and the Design Consultant will provide administration of the Contract as hereinafter discussed. The duties, responsibilities and limitations of authority of the Design Consultant and the Construction Manager as the representatives of the City during the construction, as set forth in the Contract Documents, will not be modified or extended without written consent of the City.

In case of the termination of the employment of the Design Consultant or the Construction Manager, the City shall appoint a Design Consultant or a Construction Manager whose status under the Contract Documents shall be that

of the former Design Consultant or Construction Manager, respectively.

2.2 CITY'S REPRESENTATIVE

- 2.2.1 General - The City's Representative has the authority to act on behalf of the City on change orders, progress payments, Contract decisions, acceptability of the Contractor's work, and early possession.
- 2.2.2 Change Orders - The City's Representative has the authority to accept or reject change orders and cost proposals submitted by the Contractor or as recommended by the Construction Manager.
- 2.2.3 Progress Payments - The City's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.
- 2.2.4 Contract Decisions - Should the Contractor disagree with the Construction Manager's decision with respect to the Contract, the Contractor may appeal to the City's Representative in accordance with the provisions of the Contract
- 2.2.5 Acceptability of Work - The City's Representative has the authority to make the final determination of the acceptability of the Work. The City's Representative also has the authority to accept or reject the Design Consultant's recommendations regarding retention of defective work as provided.

2.3 CONSTRUCTION MANAGER

- 2.3.1 **General** - The Construction Manager is a representative of the City employed to act as advisor and consultant to the City in construction matters related to the Contract.

All instructions to the Contractor and all communications from the Contractor to the City or the Design Consultant shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the City only to the extent provided in the Contract Documents. The City has delegated its authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work under the Contract. The Construction Manager shall interpret the intent and meaning of the Contract and shall make initial decisions with respect to the Contractor's fulfillment of the Contract and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Contract.

The Construction Manager's authority to act under Paragraph 00700-2.1, **Administration of the Contract**, and any decision made by it in good faith either to exercise or not to exercise such authority shall not give rise to any duty or responsibility of the City or Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

- 2.3.2 **Representative** - The Construction Manager will be represented at the Site by a resident construction manager or resident engineer who will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The Construction Manager shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work.

In accordance with the provisions detailed elsewhere in these General Conditions, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

- 2.3.3 **Inspection of Construction** - The Construction Manager shall have the authority to reject work and materials which do not conform to the Contract Documents, and to require special inspection or testing.

In addition to the resident construction manager or resident engineer, the Construction Manager may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the Specifications. The inspector is authorized to call the attention of the Contractor to any failure of the Work, materials or workmanship to conform to the Contract Documents. The inspector shall have the authority to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision.

- 2.3.4 **Acceptability of the Work** - The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.

- 2.3.5 **Change Orders** - The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor or Design Consultant; to negotiate and recommend acceptance of change orders; or to order minor changes in the Work at no cost to the City.

- 2.3.6 **Construction Schedule** - The Construction Manager has the authority to

review and recommend acceptance of the progress schedule submitted by the Contractor at the start of the Work and subsequent significant revisions for conformance to the specified sequence of work and logic.

2.3.7 **Progress Payments** - The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.

2.3.8 **Final Payment** - The Construction Manager, with the assistance of the Design Consultant will conduct inspections to determine the dates of substantial completion of the Work and final completion of the Work, and will receive and forward to the City, for the City's review, written warranties, and related documents required by the Contract and assembled by the Contractor.

2.3.9 **Early Possession** - The Construction Manager has the authority to recommend early possession.

2.4 DESIGN CONSULTANT

2.4.1 **General** - The Design Consultant will have the authority to act on behalf of the City only to the extent provided in the Contract Documents.

2.4.2 **Interpretations** - The Design Consultant has the authority to be the initial interpreter of the technical requirements of the Contract Documents. Either party to the Contract may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. The Construction Manager shall refer such written requests to the Design Consultant, who will render such interpretations. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the City, any work done before receipt of such interpretations, if not in accordance with same, shall be removed and replaced or adjusted as directed by the Construction Manager without additional expense to City.

2.4.3 **Acceptability of the Work** - The Design Consultant has the authority to make a recommendation as to the acceptability of the Work. The Design Consultant has the authority to recommend acceptance regarding the retention of defective work.

2.4.4 **Site Observations** - The Design Consultant may visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Design Consultant will not be required to make extensive or continuous

on-site inspections to check the quality or quantity of the Work.

- 2.4.5 **Submittal** - The Contractor shall submit, through the Construction Manager, all shop drawings, product data and samples for review in accordance with Section 01340, **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**.

The Design Consultant has the authority to review and take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents.

3.0 CITY

3.1 GENERAL

The City, acting through the City's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity and quality as set forth in the Contract.

3.2 ATTENTION TO WORK

The City shall notify the Contractor in writing of the name of the individual designated as the City's Representative and the name of the individual designated by the Construction Manager to act as resident construction manager or resident engineer. The Construction Manager's designated representative normally will be at the Site of the Work. During the representative's absences, the Contractor may contact a previously designated representative of the Construction Manager.

3.3 INSPECTION

In addition to the resident construction manager or resident manager or resident engineer, the City may employ one or more inspectors to observe the Work and to act in matters of construction under this Contract. An inspector is not authorized to revoke, alter, or waive any requirements of the specifications. The inspector is authorized to call the attention of the Contractor to any failure of the Work or materials to conform to the Contract Documents. The inspector shall have the authority to reject material or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for its decision.

Separate and independent from the inspection above, the project may be inspected by Building Officials for code compliance. Such inspectors shall have the authority provided to them by local jurisdiction.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within 48 hours after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, after 48 hours following receipt by the Contractor of an additional written notice and without prejudice to any other remedy make good such deficiencies.

The City also reserves the right to perform any portion of the work due to an emergency threatening the safety of the Work, public, City, and any property or equipment. In either case an appropriate Change Order shall be issued unilaterally deducting from the payments then or thereafter due the Contractor all direct, indirect and consequential costs and damages of correcting such deficiencies and/or for performing such work, including without limitation compensation for the Design Consultant's, the Construction Manager's, and City's additional services made necessary by such default, neglect, failure or emergency.

3.5 CITY'S RIGHT TO USE OR OCCUPY

The City reserves the right, prior to Substantial Completion, to occupy, or use, any completed part or parts of the Work, providing these areas have been approved for occupancy by the City. The exercise of this right shall in no way constitute an acceptance of such parts, or any part of the Work, nor shall it in any way affect the dates and times when progress payments shall become due from the City to the Contractor or in any way prejudice the City's rights in the Contract, or any bonds guaranteeing the same. The Contract shall be deemed completed only when all the Work contracted has been duly and properly performed and accepted by the City.

Prior to such occupancy or use, the City and Contractor shall agree in writing regarding the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents.

In exercising the right to occupy or use completed parts of the Work prior to the

Substantial Completion thereof, the City shall not make any use which will materially increase the cost to the Contractor, without increasing the Contract Amount, nor materially delay the completion of the Contract, without extending the time for completion.

The part or parts of the Work, if any, which the City anticipates the use or occupancy of prior to Substantial Completion are noted in Paragraph 01010-3.0, **OCCUPANCY REQUIREMENTS**. Failure to include a part of the Work in the above section, shall not limit the City's right to use or occupy parts of the Work not listed.

3.6 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

The City reserves the right to perform the work related to the Project with the City's own forces, and to award separate Contracts in connection with the Project or other work on the Site under these or similar Conditions of the Contract. If the Contractor claims that delay, damage, or additional cost is involved because of such action by the City, the Contractor shall make such claim as provided elsewhere in the Contract Documents. When separate Contracts are awarded for different portions of the Project or other work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Agreement.

The City will provide for the coordination of the work of the City's own forces and of each separate Contractor with the Work of the Contractor, who shall cooperate therewith as provided in Paragraph 00700-4.8.3, **Cooperation**.

4.0 CONTRACTOR

4.1 OFFICE

If provided, the Contractor's office at the Project Site is hereby designated as the legal address of the Contractor for the receipt of documents, samples, notices, letters, and other articles of communication.

CONTRACTOR'S REPRESENTATIVE

The Contractor shall notify the City in writing of the name of the person who will act as the Contractor's representative and shall have the authority to act in matters relating to this Contract. The Contractor, acting through its representative, shall give personal attention to, and shall manage the Work, so that it shall be prosecuted faithfully. The Contractor's representative shall be an employee of the Contractor. Upon written request of the Contractor, the City may waive this

requirement. The City's waiver, if granted, will be in writing. There is no obligation by the City to waive this provision regardless of the effect on the Contractor's operations.

At all times during the progress of the Work, the Contractor's representative shall be personally present at the Project site, or a designated alternate shall be at the Project site who has the authority to act in matters relating to the Contract. The Contractor's representative or designated alternate shall have the authority to carry out the provisions of the Contract and to supply materials, equipment, tools, and labor without delay for the performance of the Work. If neither the Contractor's representative or a designated alternate is at the Project site, the City acting through the Construction Manager shall have the authority as provided in Paragraph 00700-6.6, **Temporary Suspension of Work**, to suspend the work until such a representative is at the Project site.

Before initial work is begun on the Contract, the Contractor shall file with the Construction Manager, addresses and telephone numbers where the Contractor's and all subcontractors' representatives can be reached during all hours, including nights and weekends when work is not in progress.

4.3 CONSTRUCTION PROCEDURES

The Contractor will supervise and direct the work. The Contractor has the authority to determine the means, methods, techniques, sequences, and procedures of construction, except in those instances where the City, to define the quality of an item of work, specifies in the Contract, a means, method, technique, sequence, or procedure for construction of that item of Work.

4.4 CONTRACTOR'S EMPLOYEES

The Contractor shall be responsible for the adequacy, efficiency, and sufficiency of its employees. Workers shall have sufficient knowledge, skill, and experience to perform properly the work assigned to them.

The Contractor shall employ only competent, skillful workers to perform the Work. If any subcontractor or person employed by the Contractor or its subcontractors, appear to the Construction Manager to be incompetent or act in a disorderly or improper manner, such person or subcontractor shall be discharged from the site immediately by the Contractor upon written direction of the Construction Manager, and such person shall not again be employed on the Project.

The Contractor is reminded that he is an integral part of a city service. All public contact shall be courteous, congenial, and informational only. Discourtesy cannot

be tolerated.

4.5 SUBCONTRACTORS

Subcontractors will not be recognized as having a direct relationship with the City. The persons engaged in the Work, including employees of subcontractors and suppliers, will be considered employees of the Contractor. The Contractor will be responsible for their work and their work shall be subject to the provisions of the Contract. The Contractor is as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the City. References in the Contract Document to actions required of subcontractors, manufacturers, suppliers, or any party other than the Contractor, the City, the Construction Manager, or the Design Consultant shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier, utility company, or party to perform the specified action, unless the Contract Documents specifically state that the Work is not included in the Contract.

The Contractor shall not employ any subcontractors that are not properly licensed in accordance with State law. Prior to commencement of any work by a subcontractor, the Contractor shall submit verification to the Construction Manager that the subcontractor is properly licensed for the work it will perform. Changes to subcontractors listed in the Bid in accordance with Public Contract Code 4100 et. seq., shall be made only with the approval of the City.

4.6 CONTRACTOR'S EQUIPMENT AND FACILITIES

The Contractor shall furnish and maintain in good condition all equipment and facilities as required for the proper execution and inspection of the Work. Such equipment and facilities shall meet all requirements of applicable ordinances and laws.

4.7 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall conduct its work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to insure the protection of persons and property at no extra cost to the City. The Contractor shall have under construction no greater length or

amount of work than it can prosecute properly with due regard to the rights of the public.

4.8 CITY-CONTRACTOR COORDINATION

4.8.1 **Service of Notice** - Notice, order, direction, request, or other communication given by the Construction Manager or City to the Contractor shall be deemed to be well and sufficiently given to the Contractor if delivered to the Contractor's Representative designated in Paragraph 00700-4.2, **Contractor's Representative**, to the Contractor's office designated in Paragraph 00700-4.1, **Office**, or to the Contractor's address provided in the Bid Proposal.

4.8.2 **Suggestions to Contractor** - Plans or methods of work suggested by the City, the Construction Manager, or the Design Consultant to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The City, and Construction Manager, or the Design Consultant assume no responsibility therefor, and in no way will be held liable for any defects in the Work which may result from or be caused by use of such plan or method of work.

4.8.3 **Cooperation** - The Contractor shall afford the City, the Construction Manager and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall connect and coordinate the Work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the City's or separate contractor's work as fit and proper to receive the Work, except as to latent defects which subsequently become apparent in such work by others.

If requested by the Contractor, the City shall arrange meetings with other contractors performing work on behalf of the City to plan coordination of construction activities. The City shall keep the Contractor informed of the planned activities of other contractors.

Differences and conflicts arising between the Contractor and other contractors employed by the City or between the Contractor and the workers of the City with

regard to their work, shall be submitted to the City for its decision in the matter. If such separate contractor sues the City on account of any delay or damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall, at the City's election, defend such proceedings at the Contractor's expense. If any judgment or award against the City arises from any such litigation whether defended by City or by Contractor, the Contractor shall pay or satisfy said judgment or award and shall reimburse the City for all attorney's fees and court costs which the City has incurred or for which it is liable.

4.9 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

Until acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used therein and shall bear the risk of injury, loss, or damage, to any part thereof (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether or not arising from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for such injuries, losses, or damages as are directly and approximately caused by acts of the City.

4.10 LAWS TO BE OBSERVED

The Contractor shall keep fully informed of all existing and future County, State, and National laws and regulations and all municipal ordinances and regulations of the City which in any manner affect those engaged or employed in the Work and of all such orders and decrees of bodies having any jurisdiction or authority over the same; and shall protect and indemnify the City and all of its officers, agents, and servants against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, or decrees whether by the Contractor or its employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications or Contract for the Work in relation to any such law, ordinance, regulations, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing.

- 4.10.1 Prevailing Wage** - In accordance with Section 1770 of the Labor Code, the City has ascertained and does hereby specify that the prevailing wage rates shall be those provided by the California Division of Labor Statistics & Research. The said rates shall include all employer payments that are required by Section 1773.1 of the Labor Code. It shall be the duty of the Contractor to post a copy of such prevailing wages at the job site. Prevailing wage information may be obtained at

www.dir.ca.gov.

For each worker paid less than the stipulated rate in the execution of the Contract by the Contractor, or any subcontractor under the Contractor, in violation of the provisions of the Labor Code, and in particular, Section 1770 to Section 1780, inclusive, the Contractor shall be subject to the provisions and penalties of Section 1775 of the Labor Code. In addition to said penalty, and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amounts paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the stipulated prevailing rate shall be paid to each worker by the Contractor. The wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein contained shall be construed as preventing the Contractor from paying more than the minimum set forth.

No extra compensation whatever shall be allowed by the City due to the inability of the Contractor to hire labor at the minimum rate nor for any necessity for payment by the Contractor for subsistence, travel time, overtime, or other added compensation, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing the bid.

If it becomes necessary to employ a craft other than those listed, the Contractor shall notify the City immediately and the City will obtain the additional prevailing rate from the Director of the Department of Industrial Relations and the rate thus determined shall be applicable as a minimum at the time of initial employment.

The Contractor shall pay travel and subsistence payments to workers needed to execute the work as such travel and subsistence payments are defined in the applicable collective bargaining agreement filed with the Department of Industrial Relations pursuant to Labor Code Section 1773.8.

- 4.10.2 **Certified Payrolls** - In accordance with Section 1776 of the Labor Code, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the project.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- c. A certified copy of all payroll records shall be made available upon request by the public in accordance with Section 1776 of the Labor Code.

The Contractor is responsible for its and its subcontractors compliance with the provisions of Section 1776 of the Labor Code.

4.10.3 **Overtime Requirements** - The Contractor shall forfeit, as a penalty to the City, the penalty as provided in Section 1813 of the Labor Code for each worker employed in the execution of the Contract by the Contractor, or any subcontractor under the Contractor, for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any one week, in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815 thereof, inclusive, except that work performed by employees of Contractors in excess of eight (8) hours a day and forty (40) hours during one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, at not less than one and a half (1.5x) times the basic rate of pay as provided for in Section 1815 of the Labor Code.

4.10.4 **Apprentice and Trainee** - Attention is directed to the provisions in Section 1777.5 of the Labor Code and in accordance with the regulations of the California Apprenticeship Council concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor.

Section 1777.5 requires the Contractor or subcontractors employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the project which administers the apprenticeship program in that trade for a certificate of approval. The Contractor and subcontractors are required to submit contract award information to the applicable joint apprenticeship

committee. As provided for in Section 1777.5 of the Labor Code, the Contractor is required to make contributions to funds established for the administration of apprenticeship programs.

It shall be the responsibility of the Contractor to abide by the provisions of Section 1777.5 of the Labor Code and to require all subcontractors employed by or contracting with the Contractor to abide by said provisions. The Contractor shall furnish any and all evidence of compliance with this code section when requested by the City.

For failure to comply with Section 1777.5 of the Labor Code, the Contractor shall be subject to the penalties in Section 1777.7 of the Labor Code.

- 4.10.5 **Workers' Compensation Insurance** - The Contractor is required to secure the payment of compensation to its employees in accordance with the provisions of Sections 1860 and 3700 of the Labor Code and Paragraph 00820-2.4, **Workers' Compensation Insurance**.

4.11 SAFETY

- 4.11.1 **Contractor's Safety Responsibility** - The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act, and all other applicable Federal, State, County, and local laws, ordinances, codes, the requirements set forth below, and any regulations that may be detailed in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed.

No provision of the Contract Documents shall act to make the City, the Construction Manager or any other party than the Contractor responsible for safety. The Construction Manager shall not have authority for safety on the project. The Contractor shall indemnify, defend and hold harmless the City, Construction Manager, or other authorized representatives of the City, from and against any and all actions, damages, fines, suits, and losses arising from the Contractor's failure to meet all safety requirements and/or provide a safe work site.

If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and the City. In addition, the Contractor must promptly report in writing to the Construction Manager all accidents

whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the Site, giving full details and statements of witnesses. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the work being performed under this Contract.

If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

4.11.2 Safety Program - The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the Work the Contractor shall prepare and submit to the Construction Manager a Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each of its subcontractors and other prime Contractors performing work at the site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety program, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other prime contractors and subcontractors performing the Work at the site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on site. At a minimum, this written Safety Program shall address the elements required by Labor Code Section 6401.7. The program shall also address the following:

A. Compliance with Laws, Rules, and Regulations

B. Infractions of Safety Rules

1. Reported to Contractor's designated Safety Supervisor
2. Time correction
3. Contractor to enforce safety requirements on its subcontractors
4. Noncomplying employees to be removed from the Project

C. Housekeeping

1. Continuous cleaning required
2. Final clean up required

D. Means of Implementing the Program

1. All new employees to receive training on the Contractor's Safety Program prior to starting work.
2. Periodic tool box meetings with agenda recorded
3. Documented safety inspections by Safety Supervisor
4. Establish emergency procedures and telephone numbers including the procedure for the immediate removal to a hospital or a doctor's care of persons who may be injured on

the jobsite. The Contractor shall maintain at its office or other well-known place at the Site safety equipment applicable to the Work as prescribed by the aforementioned authorities, and all items necessary for giving first aid to the injured.

5. Project bulletin board with required policies
 6. At least two employees on each shift should have First Aid training and maintain a current First Aid card issued by an agency such as the American Red Cross.
 7. Completion of a job hazard analysis for specific construction activities.
 8. Establish a hazard communication program for informing the Contractor's and subcontractor's personnel, Construction Manager, City, and other affected parties of specific hazards on the project.
- E. Define the duties and responsibilities of Contractor management personnel for safety.
1. Project Manager
 2. General Superintendent
 3. Foreman
 4. Safety Supervisor
- F. Accident Investigation
1. Investigate all accidents and near misses.
 2. Develop steps to prevent a recurrence.
 3. Completion of all reporting paperwork.

The Contractor's compliance with requirements for safety and/or the Construction Manager's review of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor for safety. The Construction Manager's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program.

4.11.3 Safety Supervisor - The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Construction Manager in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Construction Manager.

The Contractor will, through and with his Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the work site and for developing and

implementing safety training classes for all job personnel. The City shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the City to ensure the Contractor perform its work safely.

4.11.4 Safety Coordination Meetings - The Contractor and its affected subcontractors shall attend safety coordination meetings with the Construction Manager and any other affected parties. The meeting shall be held at least monthly and prior to the start of new construction activities.

Construction activities will be reviewed prior to the start of work in the various areas to determine potential hazards. The Contractor will be responsible for preparing job hazard analyses to breakdown the activities to be performed in a step-by-step procedure and provide safety guidelines for each step and any special equipment necessary to protect workers. The Contractor will act as facilitator for the meeting. The Construction Manager will participate in the Safety coordination meetings but will not direct the Contractor on how to perform its safety operations.

4.11.5 Safety and Protection - The Contractor shall take all necessary protection to prevent damage, injury, and loss to:

- All employees on the Project, employees of all subcontractors, and other persons and organizations who may be affected thereby;
- All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify City of adjacent property and of underground facilities and utility City when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other

person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

- 4.11.6 **Excavation Safety** - In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation five feet or more in depth, detailed plans showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from hazard of caving ground during such excavation. If such plans vary from the shoring system standards set forth in the Construction Safety Orders in Title 8, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer. Shoring, bracing, sloping, or other protective system shall not be less effective than required by the California Construction Safety Orders. The City's review of the Contractor's excavation plan is only for general conformance to the California Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

- 4.11.7 **Safety Emergencies** - In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Construction Manager, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Construction Manager prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

- 4.11.8 **Safety Violations** - Should the Contractor fail to correct an unsafe condition, the Construction Manager shall immediately notify the City of the Contractor's failure to correct the unsafe condition. The City shall then notify the Contractor through the Construction Manager that the unsafe condition must be corrected or the work in question will be stopped in accordance with Section 00700-6.6.1, **Temporary Suspension of Work** until the condition is corrected to the satisfaction of the City. No extension of time or additional compensation will be granted as a result of any stop order so issued. The notification and suspension of such work or the failure to provide such notification and suspension by the Construction Manager and City shall not relieve the Contractor of its sole responsibility and liability for safety.

The City shall have the authority to require the removal from the project of the foreman and/or superintendent in responsible charge of the work where

safety violations occur.

4.11.9 Equipment Safety Provisions - The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including selected equipment, subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

4.11.10 COVID-19 Safety Plan and Program – Includes furnishing all labor, materials, tools, equipment, and incidentals for preparing and implementing a safety plan and program to comply with all regulations set by all local, state, and federal agencies regarding COVID-19, including but not limited to, Santa Clara County, State of California, and Cal/OSHA. The Contractor shall determine which safety protocols defined by the Santa Clara County Health Department are applicable to this project and follow all requirements of those protocols, as needed.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

4.12 MUNICIPAL LICENSE

In addition to all other requirements set forth in the Contract Documents, the Contractor must obtain and keep in force throughout the progress of the Work, a municipal license issued by the City of Gilroy. Concurrent with delivery of the executed Agreement, the Contractor shall furnish a copy of such license.

5.0 CONTROL OF WORK AND MATERIALS

5.1 MEANS AND METHODS

It is expressly stipulated that the drawings, specifications and other Contract Documents set forth the requirements as to the nature of the completed Work and do not purport to control the method of performing work except in those instances where the nature of the completed Work is dependent on the method of performance.

Except as provided elsewhere in the Contract Documents, neither the City, Design Consultant nor the Construction Manager will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work. Except as provided elsewhere in the Contract Documents, neither the City, Design Consultant nor the Construction Manager will be responsible for or have control or charge over the acts or omissions of the Contractor, or any of their subcontractors, agents or employees, or any other persons performing any of the Work. Any general control of the Work exercised by the City or its authorized representatives shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons and/or to public or private property arising from the Contractor's execution of the Work shall not be lessened because of such general control.

Neither the inspection by the City, Design Consultant, or Construction Manager, nor any order, measurement, approved modification, or payment of monies, nor acceptance of any part or whole of the Work by the City, Design Consultants, Construction Manager, or their agents shall operate as a waiver of any provision of the Contract.

Acceptance by the Construction Manager, City and/or Design Consultant of any drawings, or any information regarding materials and equipment the Contractor proposes to furnish or method of work shall not be regarded as an assumption of risks or liability by the Construction Manager, Design Consultant, or the City, or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the Construction Manager, City, and/or Design Consultant has no objection to the Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

5.2 CITY-FURNISHED MATERIALS

Materials, if furnished by the City, will be made available as designated in the General Requirements. The cost of loading, unloading, hauling and handling, and placing City-furnished materials shall be considered as included in the price bid for the Contract item involving such City-furnished material.

Contractor shall inspect and assure itself of the amount and soundness of such materials.

The Contractor will be held responsible for all materials furnished to it, and shall pay all demurrage and storage charges. City-furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor. The Contractor will be liable to the City for the cost of replacing City-furnished material and such costs may be deducted from any monies due or to become due the Contractor.

5.3 DEFECTIVE AND UNAUTHORIZED WORK

Materials or workmanship that is unsatisfactory, faulty or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred in the Contract Documents; or work that has been damaged prior to the Construction Managers recommendation of final payment; shall be considered defective and will be subject to rejection. Defective work or material, whether in place or not, shall be removed immediately from the Site by the Contractor, at its expense, when so directed by the Construction Manager.

Any work done beyond the limits of work, lines, and grades shown on any approved plans or established by the Construction Manager, or any extra work done without written authority, will be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply with any order of the Construction Manager made under the provisions of this Paragraph 00700-5.3, Defective or Unauthorized Work, the Construction Manager shall have authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the costs thereof from any monies due or to become due the Contractor. The time, cost and compliance requirements stipulated in Paragraph 00700-3.4, **City's Right to Carry Out the Work**, shall apply for this Paragraph 00700-5.3, Defective or Unauthorized Work also. Contractor shall bear all direct, indirect and consequential costs and damages due to defective work or materials, whether or not the defective work or materials are corrected or accepted with a reduction in the Contract Price, including without limitation compensation for the Design Consultants, the Construction Managers and City's additional services made necessary by such defective work or materials, notwithstanding any other provision of the Contract Documents.

If laws or regulations of any public body having jurisdiction other than the City require any work to specifically be inspected, tested, or approved, the Contractor shall pay all costs in connection therewith. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing

required in connection with the City's or the Construction Managers acceptance of a supplier of materials or equipment proposed as a substitution or equal to be incorporated in the Work, or of materials or equipment submitted for review prior to the Contractors purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid by the City (unless otherwise specified), except for the cost of any reinspections or retesting made necessary by the Work not complying with the Contract Documents, the cost of which shall be borne by the Contractor.

The Construction Manager will make, or have made, such inspections and tests as the Construction Manager deems necessary to see that the Work is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified in the Supplementary Conditions or elsewhere in the Contract Documents, the cost of such inspection and testing will be borne by the City. If such inspections or tests reveal non-compliance with the requirements of the Contract Documents, the Contractor shall bear the cost of corrective measures deemed necessary by the Construction Manager, as well as the cost of subsequent reinspection and retesting. Neither observations by the Construction Manager nor inspections, tests, or approvals by others shall relieve the Contractor from the Contractors obligation to perform the Work in accordance with the Contract Documents.

All inspections, tests, or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Construction Manager.

If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the Construction Manager, it must, if requested by the Construction Manager, be uncovered for observation. Such uncovering shall be at the Contractors expense unless the Contractor has given the Construction Manager timely notice (which in no event shall be less than two (2) full work days prior to any such performance or covering, as applicable), the Contractor's intention to cover the same and the Construction Manager has not acted with reasonable promptness in response to such notice.

If any Work is covered contrary to the written request of the Construction Manager, it must, if requested by the Construction Manager, be uncovered by the Contractor for the Construction Managers observation and replaced by the Contractor, all at the Contractors expense.

If the Construction Manager considers it necessary or advisable that covered Work be observed by the Construction Manager or inspected or tested by others, the Contractor, at the Construction Managers request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as the Construction Manager may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that such Work is defective, the Contractor shall bear all direct, indirect, and consequential costs and damages of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction, including but not limited to fees and charges of Construction Manager, Design Consultant and other professionals. However, if such Work is not found to be defective, the Contractor shall be allowed an appropriate increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and if the parties are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefor as provided in Paragraph 00700-7.3.2, Claims.

5.4 UNNOTICED DEFECTS

Any defective work or material that may be discovered by the City, Construction Manager, or Design Consultant before the final acceptance of the Work, or before final payment has been made, or during the warranty period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the part of the City, Construction Manager, or Design Consultant to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

5.5 RIGHT TO RETAIN IMPERFECT WORK

If any part or portion of the work performed or material furnished under this Contract shall prove defective and not in accordance with the Drawings and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or unsuitable, or if the removal of such work will create conditions which are dangerous or undesirable, the City shall have the right and authority to retain such work but shall make such deductions in the final payment therefor as may be just and reasonable.

6.0 PROGRESS OF THE WORK

6.1 BEGINNING OF WORK

The Contractor shall begin work within ten (10) days of the effective date of the Notice to Proceed and shall diligently prosecute the same to completion within the

time required by the Contract Documents.

Should the Contractor begin work in advance of receiving Notice to Proceed, any work performed in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer.

6.2 TIME OF COMPLETION

Time shall be of the essence of the Contract. The Contractor shall prosecute the work so that the various portions of the project shall be complete and ready for use within the time specified in Paragraph 00810-2.0, **TIME ALLOWED FOR COMPLETION**.

6.3 DELAYS

6.3.1 Notice of Delays - When the Contractor foresees a delay in the prosecution of the Work and, in any event, immediately upon the occurrence of a delay, the Contractor shall notify the Construction Manager in writing of the probability of the occurrence and the estimated extent of the delay, and its cause. The Contractor shall take immediate steps to prevent, if possible the occurrence or continuance of the delay. The Contractor agrees that no claim shall be made for delays which are not called to the attention of the Construction Manager at the time of their occurrence.

6.3.2 Non-excusable Delays - Non-excusable delays in the prosecution of the Work shall include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3 Excusable Delays - Excusable delays in the prosecution or completion of the Work shall include delays which result from causes beyond the control of the Contractor and City and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors, at any tier level, or suppliers.

6.3.3.1 Abnormal Delays - Delays caused by acts of god, fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as excusable delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.

6.3.3.2 Weather Delays - Should inclement weather conditions or the conditions

resulting from weather prevent the Contractor from proceeding with seventy-five (75) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof, it shall be a weather delay day. The Contractor may be granted a time extension pursuant to Paragraph 00700-6.4.2.c, Weather Delays. *Weather delays are not compensable.*

6.3.3.3 **Material Shortages** - Upon the submission of satisfactory proof to the Construction Manager by the Contractor, shortages of material will be acceptable as grounds for granting a time extension. In order that such proof may be satisfactory and acceptable to the Construction Manager, it must be demonstrated by the Contractor that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual circumstances, will be considered under these provisions as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Construction Manager that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the mishandling of procurement. The above provisions apply equally to equipment to be installed in the work.

6.3.4 **Compensable Delays** - Compensable delays in the prosecution or completion of the Work shall include only those delays that occur through no fault of the Contractor and prevent the Contractor from proceeding with at least seventy-five (75) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule and which are due to the following cause(s) *only*:

- a. Delays due solely to the actions and/or inactions of the City.
- b. Delays due to differing site conditions as defined in Paragraph 00700-7.2, **Differing Site Conditions**.
- c. Delays due to other Contractors employed by the City who interfere with the Contractor's prosecution of the Work as defined above.

6.3.5 **Concurrent Delays** - Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined in Paragraphs 00700-6.3.2, **Non-Excusable Delays**, 00700-6.3.3, **Excusable Delays**, or 00700-6.3.4, **Compensable Delays**. During such concurrent delay periods, time

extensions will be granted in accordance with Paragraph 00700-6.4, **Time Extensions**; however, the Contractor shall not be compensated for its overhead costs as defined in Paragraph 00700-6.4.3, **Indirect Overhead**, and the City shall not assess its actual costs as defined in Paragraph 00700-6.4.1, **Non-excusable Delays**.

6.4 TIME EXTENSIONS

6.4.1 Non-excusable Delays - The City may grant an extension of time for non-excusable delays if the City deems it is in its best interest. If the City grants an extension of time for non-excusable delays, the Contractor agrees to pay the City's actual costs, including without limitation charges for engineering, inspection and administration incurred during the extension. Contractor shall not be entitled to any compensation if the City chooses to grant an extension of time for non-excusable delays.

6.4.2 Excusable or Compensable Delays - If the Contractor is delayed in the performance of its work as defined in Paragraphs 00700-6.3.3, **Excusable Delays**, or 00700-6.3.4, **Compensable Delays**, then the Contract completion date may be extended by the City at its sole reasonable discretion for such time that, in the City's and Construction Manager's determination, the Contractor's completion date will be delayed, provided that the Contractor strictly fulfills the following:

- a. The Contractor shall provide notification, in accordance with Paragraph 00700-6.3.1, **Notice of Delays**, and submit in writing a request for an extension of time to the Construction Manager stating at a minimum the probable cause of the delay and the number of days being requested. The time extension request shall be submitted in accordance with the requirements of Paragraph 01310-6.0, **TIME IMPACT ANALYSES**.
- b. If requested by the Construction Manager, the Contractor shall promptly provide sufficient information to the Construction Manager to assess the cause or effect of the alleged delay, or to determine if other concurrent delays affected the work.
- c. Weather Delays. The Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Paragraph 00700-6.3.3.2, Weather Delays, which exceeds the allowance as provided for in Paragraph 00810-4.0, **WEATHER DELAYS**. No time extensions for weather delays will be granted until the total number of weather days exceeds this allowance.

Time extensions will not be unreasonably withheld if the foregoing conditions are met.

Should the Contractor fail to fulfill any of the foregoing, which are conditions

precedent to the right to receive a time extension, the Contractor waives the right to receive a time extension.

During such extension of time, neither extra compensation for engineering, inspection and administration nor damages for delay will be charged to the Contractor. It is understood and agreed by the Contractor and City that time extensions due to excusable or compensable delays will be granted only if such delays involve controlling operations which would prevent completion of the whole Work within the specified Contract time.

Should the Contractor fail to complete the work within the time specified in the contract, as extended in accordance with this clause if appropriate, the Contractor shall pay to the City liquidated damages in accordance with Paragraph 00700-6.5, **Liquidated Damages**.

- 6.4.3 **Indirect Overhead** - The Contractor shall be reimbursed for indirect overhead expenses for periods of time when the Work is delayed as defined in Paragraph 00700-6.3.4, **Compensable Delays**. However, no reimbursement for indirect overhead shall be made for compensable delays which occur during a concurrent delay as defined in Paragraph 00700-6.3.5, **Concurrent Delays**. No reimbursement for indirect overhead as covered in this section shall be made for any time extensions granted for Contract change orders as provided in Section 01035, **MODIFICATION PROCEDURES**. As a condition precedent to any reimbursement, the Contractor must fulfill all conditions as provided in Paragraph 00700-6.4.2, **Excusable or Compensable Delays**. No additional markup for overhead or profit shall be provided for such indirect overhead expenses.

Payment to the Contractor for indirect overhead expenses will be made only if the extended Contract period granted for the compensable delay(s) is required to complete the work following the depletion of the original contract period and any time extensions granted other than compensable time extensions.

- 6.4.3.1 Indirect Field Overhead – see section 6.4.3.2 below

- 6.4.3.2 Indirect Home Office and Indirect Field Overhead - For those allowable delay periods as defined in Paragraph 00700-6.4.3, **Indirect Overhead**, the Contractor shall be reimbursed for its home office and field overhead based on the following formula:

$$\frac{\text{Contract Bid Price (\$)}}{\text{Contract Period (Days)}} \times (0.03) = \text{Daily Home Office Overhead (\$/Day)}$$

As it is impractical to determine the actual home and field office overhead, such reimbursement shall be mutually agreed between the City and Contractor to encompass full payment for any home office overhead expenses for such periods of time for the Contractor and all subcontractors. The Contractor agrees to indemnify, defend and hold the City harmless for any indirect overhead claims from its subcontractors.

6.5 LIQUIDATED DAMAGES

THE CITY AND CONTRACTOR RECOGNIZE THAT THE CITY WILL SUFFER SUBSTANTIAL DAMAGES AND SIGNIFICANT FINANCIAL LOSS AS A RESULT OF THE CONTRACTOR'S DELAYS IN PERFORMANCE OF THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS. THE CITY AND THE CONTRACTOR HEREBY ACKNOWLEDGE AND AGREE THAT THE DAMAGES AND FINANCIAL LOSS SUSTAINED AS A RESULT OF ANY SUCH DELAYS IN PERFORMANCE WILL BE EXTREMELY DIFFICULT AND IMPRACTICABLE TO ASCERTAIN. THEREFORE, THE CITY AND THE CONTRACTOR HEREBY AGREE THAT IN THE EVENT OF SUCH DELAYS IN PERFORMANCE DESCRIBED BELOW, THE CITY SHALL BE ENTITLED TO COMPENSATION BY WAY OF LIQUIDATED DAMAGES (AND NOT AS PENALTY) FOR THE DETRIMENT RESULTING THEREFROM. THE CITY AND THE CONTRACTOR FURTHER AGREE THAT THE FOLLOWING AMOUNTS ARE A REASONABLE ESTIMATE OF THE CITY'S DAMAGES AND FINANCIAL LOSS IN THE EVENT OF ANY SUCH DELAYS IN PERFORMANCE CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF SUCH AMOUNTS TO THE RANGE OF HARM TO THE CITY WHICH REASONABLY COULD BE ANTICIPATED AS OF THE DATE OF THIS AGREEMENT AND THE EXPECTATION THAT PROOF OF ACTUAL DAMAGES WOULD BE EXTREMELY DIFFICULT AND IMPRACTICABLE.

AS LIQUIDATED DAMAGES FOR THE CONTRACTOR'S DELAY IN COMPLETING THE WORK WITHIN THE CONTRACT TIME (AS THE SAME MAY BE EXTENDED IN ACCORDANCE WITH PARAGRAPH 6.5 OF THESE GENERAL CONDITIONS), THE CONTRACTOR SHALL PAY TO THE CITY LIQUIDATED DAMAGES IN THE AMOUNT SET FORTH IN PARAGRAPH 00810-3.0, DAMAGES FOR DELAYS, PER DAY FOR EACH DAY DURING WHICH COMPLETION OF THE WORK IS DELAYED BEYOND THE CONTRACT TIME. CONTRACTOR AGREES TO PAY SUCH LIQUIDATED DAMAGES IMMEDIATELY UPON REQUEST BY CITY, AND IF THE SAME ARE NOT TIMELY PAID, AGREES THAT CITY MAY DEDUCT THE AMOUNT

THEREOF FROM ANY MONIES DUE OR THAT MAY BECOME DUE THE CONTRACTOR UNDER THE CONTRACT DOCUMENTS, IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES AVAILABLE TO CITY UNDER THE CONTRACT DOCUMENTS OR APPLICABLE LAW.

6.6 TEMPORARY SUSPENSION OF WORK

- 6.6.1 If the Contractor fails to correct defective work as required by Paragraph 00700-5.3, **Defective and Unauthorized Work**, or fails to carry out the Work in accordance with the Contract Documents or any other applicable rules and regulations, the City, by a written order of the City's representative or signed personally by an agent specifically so empowered by the City, in writing, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. All delays in the Work occasioned by such stoppage shall not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion. Any and all necessary corrective work done in order to comply with the Contract Documents shall be performed at no cost to the City.
- 6.6.2 In the event that a suspension of Work is ordered, as provided in this paragraph, the Contractor, at its expense, shall perform all work necessary to provide a safe, smooth, and unobstructed passageway through construction for use by public, pedestrian, and vehicular traffic, during the period of such use by suspension. Should the Contractor fail to perform the Work as specified, the City may perform such work and the cost thereof may be deducted from monies due the Contractor under the Contract.
- 6.6.3 The City shall also have authority to suspend the Work wholly or in part, for such period as the City may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the Work. Such temporary suspension of the Work will be considered justification for time extensions to the Contract in an amount equal to the period of such suspension if such suspended work includes the current critical activity on the latest favorably reviewed progress schedule. The Contractor as directed by the City shall provide the provisions as stipulated in Paragraph 00700-6.6.2 above. Such additional work shall be compensated as provided for in Section 00700-7.0, **SCOPE OF WORK - CHANGES IN THE WORK**.

6.7 TERMINATION OF CONTRACT

If at any time the Contractor is determined to be in material breach of the Contract,

notice thereof in writing will be served upon the Contractor and its sureties, and should the Contractor neglect or refuse to provide means for a satisfactory compliance with the Contract, as directed by the Construction Manager, within the time specified in such notice, the City or the City's Representative in such case shall have the authority to terminate the operation of the Contract.

Upon such termination, the Contractor shall discontinue the Work, or such parts of it as the City may designate. Upon such termination, the Contractor's control shall terminate and thereupon the City or its fully authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment, and appliances upon the premises and use the same for the purposes of completing the Work and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the Work and for the completion thereof; or the City may employ other parties to carry the Contract to completion, employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for, in such manner as the City may deem proper; or the City may annul and cancel the Contract and relet the Work or any part thereof. Any excess of cost arising therefrom over and above the Contract Price will be charged against the Contractor and its sureties, who will be liable therefor.

In the event of such termination, all monies due the Contractor or retained under the terms of this Contract shall be held by the City; however, such holdings will not release the Contractor or its sureties from liability for failure to fulfill the Contract, and Contractor and its sureties shall remain liable for the full cost of completing the Work, whether or not the funds left in the construction account at the time the Contract is terminated are sufficient to cover the balance of the Work. Any excess cost over and above the Contract amount incurred by the City arising from the termination of the operations of the Contract and the completion of the Work by the City as above provided shall be paid for by any available funds held by the City. The Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In addition to the City's rights under this section, if at any time before completion of the Work under the Contract, it shall be determined by the City that reasons beyond the control of the parties hereto render it impossible or against the interests of the City to complete the Work, or if the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the City may, upon ten (10) days written notice to the Contractor, discontinue the Work and terminate the Contract. Upon service of such notice of

termination, the Contractor shall discontinue the Work in such manner, sequence, and at such times as the Construction Manager may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the work thus dispensed with, nor any other claim except for the Work actually performed up to the time of discontinuance, including any extra work ordered by the Construction Manager to be done, nor for any claim for liquidated damages.

7.0 SCOPE OF WORK - CHANGES IN THE WORK

7.1 CHANGE ORDERS

- 7.1.1 Without invalidating the Contract and without notice to sureties or insurers, the City through the Construction Manager, may at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Field Directive, Field Order, or Change Order. A Change Order will not be issued for a Field Directive unless the Construction Manager concurs with an appeal by the Contractor that such Field Directive is a change in the scope of the Contract. The Contractor shall comply promptly with the requirements for all Change Orders, Field Orders, or Field Directives. The work involved in Change Orders shall be executed under the applicable conditions and requirements of the Contract Documents. If any Field Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made by issuing a Change Order. If the Contractor accepts a Change Order that does not include a time extension, the Contractor waives any claim for additional time for the work covered by that Change Order. Additional or extra work performed by the Contractor without written authorization of a Field Order or Change Order will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time.
- 7.1.2 Extra work shall be that work not shown or detailed on the Contract Drawings or Contract Documents and not specified or reasonably inferred therefrom. Such work shall be governed by all applicable provisions of the Contract Documents. In giving instructions, the Construction Manager shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work; but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the City through the Construction Manager, and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.
- 7.1.3 In case any change increases or decreases the Work shown, the Contractor shall be paid for the Work actually done at a mutually agreed upon adjustment to the Contract Price, based upon the provisions of Section 01035 - **MODIFICATION PROCEDURES**

7.1.4 If the Contractor refuses to accept a Change Order, the City may issue it unilaterally. The Contractor shall comply with the requirements of the Change Order. The City shall provide for an equitable adjustment to the Contract *Price*, and compensate the Contractor accordingly. If the Contractor does not agree that the adjustment is equitable, it may submit a claim in accordance with Paragraph 00700-7.3.2, **Claims**.

7.2 DIFFERING SITE CONDITIONS

Pursuant to Public Contract Code Section 7104, the Contractor shall promptly, and before the following conditions are disturbed, notify the Construction Manager in writing, of any:

- a. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- b. Subsurface or latent physical conditions at the site differing from those indicated.
- c. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The City shall promptly, investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work the City shall cause to be issued a Change Order under the procedures provided in Paragraph 00700-7.1, **Change Orders**.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties, Paragraph 00700-7.3, **Resolution of Disputes**.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required. The Contractor's failure to give notice of differing site conditions within twenty-four (24) hours of their discovery or before they are disturbed shall constitute a waiver of all claims in connection therewith,

whether direct or consequential in nature, including any claims for an increase in the Contract Price and/or an extension of the Contract Time.

7.3 RESOLUTION OF DISPUTES

7.3.1 **Contract Interpretation by the Construction Manager** - Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Construction Manager. Where practical, the Construction Manager shall respond to the Contractor in writing with a decision within ten (10) days of receipt of the request.

7.3.2 Claims

7.3.2.1 Notice - If the Contractor disagrees with the Construction Manager's decision in Paragraph 00700-7.3.1, **Contract Interpretation by the Construction Manager**, or in any case where the Contractor deems additional compensation or a time extension to the Contract Time is due the Contractor for work or materials not covered in the Contract or which the Construction Manager has not recognized as extra work, the Contractor shall notify the Construction Manager, in writing, of its intention to make claim. Claims pertaining to decisions provided in Paragraph 00700-7.3.1 or such other determinations by the Construction Manager shall be filed in writing to the Construction Manager within five (5) days of receipt of such decision. All other claims notices for extra work shall be filed in writing to the Construction Manager prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim". Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, but need not state the amount.

Additionally, no claim for additional compensation or extension of time for a delay will be considered unless the provisions of Paragraphs 00700-6.3, **Delays**, and 6.4, **Time Extensions**, are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by it as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The Contractor should understand that timely notice of potential claim is of great importance to the Construction Manager and City, and is not merely a formality. Such notice allows the City to consider preventive action, to monitor the Contractor's increased costs resulting from the situation, to marshal facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Construction Manager has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

- 7.3.2.2 Records of Disputed Work - In proceeding with a disputed portion of the Work, the Contractor shall keep accurate records of its costs and shall make available, to the Construction Manager, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the Construction Manager on a monthly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.
- 7.3.2.3 Submission of Claim Costs. Within 30 days after the last cost of work for which the Contractor contends it is due additional compensation is incurred, but if costs are incurred over a span of more than 30 days, then within 15 days after the thirtieth day and every month thereafter, the Contractor shall submit to the Construction Manager as best the Contractor is able its costs incurred for the claimed matter. Claims shall be made in itemized detail and should the Construction Manager be dissatisfied with format or detail of presentation, upon request for more or different information, the Contractor will promptly comply, to the satisfaction of the Construction Manager. If the additional costs are in any respect not knowable with certainty, they shall be estimated as best can be done. In case the claim is found to be just, it shall be allowed and paid for as provided in Section 01035, **MODIFICATION PROCEDURES**.
- 7.3.2.4 Claim Meetings. From time to time the Construction Manager may call a special meeting to discuss outstanding claims should it deem this of possible help. The Contractor shall cooperate and attend prepared to discuss its claims, making available the personnel necessary for resolution, and all documents which may reasonably be requested by the Construction Manager.
- 7.3.2.5 **Right To Audit** - If the Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation for the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence of accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plans, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all Subcontractors and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems

desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City. If the Contractor's claim to the City for additional compensation is ultimately denied, then the Contractor shall reimburse the City for all costs and expenses incurred by the City in connection with the audit.

- 7.3.3 **Resolution of Claims** - For all contracts awarded during the effective dates of Public Contract Code Section 20104, where claims cannot be resolved between the parties, claims for three hundred and seventy five thousand dollars (\$375,000) or less shall be resolved pursuant to the provisions of that code section.

Unless this Contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City and the Contractor that are not resolved between the City and the Contractor and are not governed by Public Contract Code 20104 shall be decided by a court of competent jurisdiction. Arbitration shall not be used for resolution of these disputes.

Should either party to this Agreement bring legal action against the other, the case shall be handled in the California County where the work is being performed.

8.0 PAYMENT

8.1 SCOPE OF PAYMENT

- 8.1.1 **General** - The Contractor shall accept the compensation, as herein provided, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary for completing the Work according to the Contract Documents, and no additional compensation will be allowed therefor. Neither full payment nor the payment of any partial payment estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Notwithstanding any other provision of the Contract Documents, if Contractor disputes any determination by City with regard to payment, Contractor shall not be entitled to stop work pending resolution of such payment dispute, but shall expeditiously continue to prosecute the Work unless directed otherwise by City.
- 8.1.2 **Payment for Patents and Patent Infringement** - All fees or claims for any patented invention, article, or arrangement that may be used upon, or in, any manner connected with the performance of the Work or any part thereof shall be included in the price bid for doing the Work, and the

Contractor and its sureties shall defend, protect, and hold the City, the Construction Manager, and Design Consultants, together with all their officers, agents, and employees harmless against liability of any nature or kind for any and all costs, legal expenses, and damages made for such fees or claims and against any and all suits and claims brought or made by the holder of any invention or patent, or on account of any patented or unpatented invention, process, article, or appliance manufactured for or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Contract. Before final payment is made on the Contract, the Contractor shall furnish an affidavit to the City regarding patent rights for the project. The affidavit shall state that all fees and payments due as a result of the Work incorporated into the project or methods utilized during construction have been paid in full. The Contractor shall certify in the affidavit that no other fees or claims exist for work in this project.

8.1.3 Payment of Taxes - The Contractor shall pay and shall assume exclusive liability for all taxes levied or assessed on or in connection with the Contractor's performance of this Contract, including, but not limited to, State and local sales and use taxes, Federal and State payroll taxes or assessments, and excise taxes, and no separate allowance will be made therefor, and all costs in connection therewith shall be included in the total amount of the Contract Price.

8.1.4 Payment for Labor and Materials - The Contractor shall pay and require its subcontractors to pay any and all accounts for labor including worker's compensation premiums, state unemployment and federal social security payments and other wage and salary deductions required by law. The Contractor also shall pay and cause its subcontractors to pay any and all accounts for services, equipment, and materials used by the Contractor and its subcontractors during the performance of work under this Contract. Such accounts shall be paid as they become due and payable. If requested by the City, the Contractor shall furnish proof of payment of such accounts to the City.

8.2 PARTIAL PAYMENTS

In consideration of the faithful performance of the Work prosecuted in accordance with the provisions of these Specifications and the Contract, the City will pay the Contractor for all such Work installed on the basis of percentage completion. Amounts earned will be based on accepted Cost Breakdown (Section 01025, **MEASUREMENT AND PAYMENT**).

Payments will be made by the City to the Contractor on estimates duly certified and approved by the Construction Manager, based on the value of equipment

installed and tested, labor and materials incorporated into said permanent work by the Contractor during the preceding month, and acceptable materials and equipment on hand (materials and equipment furnished and delivered to the site by the Contractor and not yet incorporated into the Work accompanied by an approved invoice). Payments will not be made for temporary construction unless specifically provided for in the Contract Documents.

Partial payments will be made monthly based on Work accomplished by the 25th day of the month. The Contractor's estimate is to be submitted no later than the last day of the same month. Late submittals will not be processed until the following month.

The Contractor shall submit its estimate of the Work completed during the prior month and the Work completed to date in a format corresponding to the accepted cost breakdown. Additionally, the Contractor shall submit a detailed statement of the Contractor's request for payment of acceptable materials and equipment on hand in compliance with Paragraph 00700-8.3, **Partial Payments - Inclusion of Materials on Hand**. Upon receipt of Contractor's requests for payment, the City shall act in accordance with the following:

- (a) The Construction Manager shall review the submitted estimates, as soon as practical after receipt for the purpose of determining that the estimates are a proper request for payment, and shall prepare a certified estimate of the total amount of Work done and acceptable materials and equipment on hand.
- (b) Any request for payment determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days after receipt. A request for payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the request for payment is not proper.

If requested, the Contractor shall provide such additional data as may be reasonably required to support the partial payment request. The Construction Manager will be available to meet to discuss the partial payment request prior to its resubmittal(s). When the Contractor's estimate of amount earned conforms with the Construction Manager's evaluation, the Construction Manager will calculate the amount due the Contractor, prepare the progress payment request for signature by the Contractor, and submit the recommended progress payment request with Contractor's accompanying invoice for the City's approval and processing. The City will make payment to the Contractor in accordance with City's normal accounts payable procedures; the City shall retain amounts in

accordance with Paragraph 00700-8.4, **Right to Withhold Amounts.**

No such estimate or payment shall be required to be made, when in the judgment of the Construction Manager, the Work is not proceeding in accordance with the provisions of the Contract, or when in the Construction Manager's judgment the total value of the Work done since the last estimate amounts to less than One Thousand Dollars (\$1,000.00).

The City shall pay the Contractor within thirty (30) days after receipt of undisputed and properly submitted requests for payment from the Contractor. In accordance with Public Contract Code Section 20104.50, if the City fails to pay an undisputed request for payment within the allotted thirty (30) days, the City shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

8.3 PARTIAL PAYMENTS - INCLUSION OF MATERIALS ON HAND

Materials, as used herein, shall be considered to be those items which are fabricated and manufactured goods and equipment. Only those materials for which the Contractor can transfer clear title to the City will be qualified for partial payment. The Contractor may request payment of seventy-five (75) percent of the actual net cost of these materials.

To receive partial payment for materials and equipment delivered to the Site, but not incorporated in the Work, it shall be necessary for the Contractor to submit to the Construction Manager a list of such materials, at least seven (7) days prior to submitting the monthly estimate of amount earned for work completed. At the Construction Manager's sole discretion, the Construction Manager will approve items for which partial payment is to be made subject to the following:

- a. Only equipment or materials which have received favorable review of shop drawings will qualify.
- b. Eligible equipment or materials must be delivered and properly stored, protected, and maintained in a manner favorably reviewed by the Construction Manager, at the job site or at a bonded warehouse.
- c. The Contractor's actual net cost for the materials must be supported by paid invoices of suppliers, or other documentation requested by the Construction Manager.
- d. Materials or equipment delivered to the Site less than thirty (30) days prior to their scheduled incorporation in the Work shall not qualify.
- e. Final payment shall be made only for materials actually incorporated in the Work. Upon acceptance of the Work, all materials remaining for which advance payments had been made shall revert to the Contractor, unless otherwise agreed, and partial payments made for

- these items shall be deducted from the final payment for the Work.
- f. Partial payments for materials and equipment on hand shall not be deemed to be final payment for the material nor relieve the Contractor of its obligations under the Contract.
 - g. Partial payments for materials and equipment on hand shall be subject to retention in accordance with Paragraph 00700-8.4., **Right to Withhold Amounts**.

8.4 RIGHT TO WITHHOLD AMOUNTS

8.4.1 Retention - The City will deduct from each partial payment and retain as part security, five (5) percent of the amount earned until the final payment.

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor, may, at his or her option, choose to substitute securities meeting the requirements of said Section 22300. In the event the Contractor wishes to choose this option, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a qualified bank to be chosen by City, in the form of the agreement included in the project specifications. The costs of such escrow shall be paid by the Contractor. The securities to be deposited in said escrow account shall be equivalent, in fair market value, to the amount to be withheld as performance retention. The securities shall be held in accordance with the provisions of Public Contract Code Section 22300, and the implementing agreement.. Contractor shall have the obligation of ensuring that such securities deposited are sufficient so as to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Contract. If, upon written notice from the City, or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, Contractor shall, within five days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Contract.

Any Contractor wishing to exercise this option shall give notice in writing to City, and shall thereafter execute an escrow agreement in the following form:

ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between:

whose address is _____

hereinafter called "City", and _____

whose address is _____

hereinafter called "Contractor", and _____

whose address is _____

hereinafter called "Escrow Agent."

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities which meet the requirements set forth in said Section 22300, with Escrow Agent, as a substitute for retention earnings required to be withheld by City pursuant to the Construction Contract entered into between City and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the City and Contractor. Securities shall be held in the name of City, and shall designate the Contractor as the beneficial City.
2. City shall make progress payments to Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in

the form and amount specified above.

3. When the City makes payment of retention earned directly to the Escrow Agent the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated.
4. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
5. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
6. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.
7. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
8. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
9. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
10. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (4) to (6), inclusive, of this Agreement, and City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and

interest as set forth above.

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

On Behalf of City:

On Behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On Behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

CITY:

CONTRACTOR:

Title

Title

Name

Name

Signature

Signature

- 8.4.2 **Other Withholds** - In addition to the amount which the City may otherwise retain under the Contract, the City may withhold a sufficient amount or amounts of any payment or payments otherwise due the Contractor, as in its judgment may be necessary to cover Two hundred percent (200%) of the cost of the following:
- a. Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.
 - b. Defective work or materials not remedied.
 - c. Failure of the Contractor to make proper payments to its subcontractors or suppliers.
 - d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - e. Damage to another contractor or third party, or to property.
 - f. Failure of the Contractor to keep its work progressing in accordance with its progress schedule or maintaining current “As-Built” record drawings.
 - g. The City’s costs for the Contractor’s failure to complete within the allowed time.
 - h. Cost of insurance arranged by the City due to cancellation or reduction

- of the Contractor's insurance.
- i. Failure of the Contractor to make proper submissions, as herein specified.
- j. Failure to submit, revise, resubmit, or otherwise conform to the requirements herein for preparing and maintaining a construction schedule.
- k. Payments due the City from the Contractor.
- l. Reduction of Contract Amount because of modifications.
- m. The Contractor's neglect or unsatisfactory prosecution of the work including failure to clean up.
- n. Provisions of law that enable or require the City to withhold such payments in whole or in part.
- o. Punchlist items.

When the above reasons for withhold amounts are removed, payment may be made to the Contractor for amounts withheld.

The City in its discretion may apply any withheld amount or amounts to the payment of valid claims. In so doing, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment made under the Contract by the City to the Contractor, and the City shall not be liable to the Contractor for such payment made in good faith. Such payments may be made without prior judicial determination of the claim or claims. The City will render to the Contractor a proper accounting of such funds disbursed in behalf of the Contractor.

8.5 SUBSTANTIAL COMPLETION

When the Contractor considers that the Work is substantially complete, the Contractor shall notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager, the City and/or their authorized representatives will make inspection, to determine if the Work is sufficiently complete in accordance with the Contract Documents so the City can occupy or utilize the Work for its intended use. If items are found which prevent such use or occupancy, the Construction Manager shall notify the Contractor in writing of such items.

Upon the completion of such corrective work, the Contractor shall so notify the Construction Manager in writing. The Construction Manager shall inspect the Work to determine its acceptability for Substantial Completion and for determination of other items which do not meet the terms of the Contract. Upon verification that the project is substantially complete the Construction Manager shall prepare a Certificate of Substantial Completion. The Certificate shall

establish the date of Substantial Completion and the responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, commencement of warranties required by the Contract Documents, and shall fix the time, not to exceed 60 days, within which the Contractor shall finish all items on the punch list accompanying the Certificate. When the preceding provisions have been approved by both the City and the Contractor, they shall sign the Certificate to acknowledge their written acceptance of the responsibilities assigned to them in such Certificate. By such acknowledgment, the Contractor agrees to pay the City's actual costs including, but not limited to, charges for engineering, inspection and administration incurred due to the failure to complete the punchlist within the time period provided in the Certificate of Substantial Completion.

8.6 FINAL INSPECTION, NOTICE OF COMPLETION AND PAYMENT

Upon completion of the Work, and upon completion of final cleaning, the Contractor shall so notify the Construction Manager in writing. Upon receipt of the notification, the Construction Manager, the City and/or their authorized representatives will make the final inspection, to determine the actual status of the Work in accordance with the terms of the Contract. If materials, equipment, or workmanship are found which do not meet the terms of the Contract, the Construction Manager shall prepare a punch list of such items and submit it to the Contractor. Following completion of the corrective work by the Contractor, the Construction Manager shall notify the City that the Work has been completed in accordance with the Contract. Final determination of the acceptability of the Work shall be made by the City. After completion of the Work, but prior to its acceptance by the City, the last partial payment will be made to the Contractor in accordance with Paragraph 00700-8.2, **Partial Payments**, with the right to subtract therefrom any Liquidated Damages owed to City (provided that failure to subtract any portion of Liquidated Damages owed to City shall not be a waiver of City's right to collect Liquidated Damages at any time thereafter).

After receipt of the last partial payment, but prior to acceptance of the Work by the City, the Contractor shall send a letter to the Construction Manager. The letter, pursuant to California Public Contract Code Section 7100, shall state that acceptance of the final payment described below shall operate as and shall be, a release to the City, the Construction Manager, the Design Consultant, and their duly authorized agents, from all claim of and/or liability to the Contractor arising by virtue of the Contract related to those amounts. Disputed Contract claims in stated amounts previously filed as provided in Paragraph 00700-7.3.2, **Claims**, may be specifically excluded by the Contractor from the operation of the release.

Following receipt of all required submittals and the Construction Manager's written statement that construction is complete and recommendation that the City accept the project, the City will take formal action on acceptance.

Within ten (10) days of the acceptance by the City of the completed Work embraced in the Contract, the City will submit to be recorded in the office of the County Recorder a Notice of Completion.

Thirty-five (35) days after recording the Notice of Completion of the Work involved in the Contract, the City will pay the Contractor in lawful money such sums of money as may be due the Contractor including all sums retained but excluding such sums as have previously been paid the Contractor. This payment will constitute the final payment to the Contractor under this Contract.

8.7 WARRANTY OF TITLE

No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by the Contractor, to the City *free* from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the premises or any improvement or appurtenances thereon.

9.0 EXISTING UTILITIES

9.1 GENERAL

Pursuant to Government Code Section 4216, et. seq., the Contractor shall notify the appropriate required notification center.

9.2 NOTIFICATION AND LOCATION

At least two (2) working days before performing any excavation work, the Contractor shall request the utility company to mark or otherwise indicate the location of their service. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which

have been marked by the respective utility company and which the Contractor believes may affect or be affected by the Contractor's operations. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

9.3 DAMAGE AND PROTECTION

The Contractor shall immediately notify the Construction Manager and City of any damage to a utility.

The party responsible for the cost of repairing and/or relocating damaged utility shall be as follows:

	Description	Responsible Party
A.	Utility mains delineated incorrectly on City's plans	City/Utility Company
B.	Utility mains delineated correctly on City's plans but information provided incorrectly by utility company	Utility Company
C.	Utility mains not shown on City's plan	Utility Company
D.	Utility mains incorrectly marked in the field by utility company	Utility Company
E.	Utility mains correctly marked and/or delineated on City's plans	Contractor
F.	Utility service laterals whether indicated or not indicated on plans and whether correctly or incorrectly shown on City's plans.	Contractor

9.4 UTILITY RELOCATION AND REARRANGEMENT

The right is reserved to the City and the utility companies or their authorized agents to enter upon the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by such forces and shall allow the respective utilities time to relocate their facility.

The Contractor assumes responsibility for the removal, relocation, or protection of existing facilities wherein said facilities are identified by the Plans, field located by a utility company, or as provided for in the General Requirements. The Contractor shall coordinate with the Owner of utility facilities for the rearrangement of said facilities.

In the event that underground utilities are found that are not shown in the Contract Documents or are found to exist in a different location than shown in the Contract Documents, the Contractor shall: (1) notify the Construction Manager of the existence of said facilities immediately; and (2) take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities.

Requests for extensions of time arising out of utility rearrangement delays shall be determined by Construction Manager. In accordance with Government Code Section 4215 the Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay is caused by the failure of the City or utility company to provide for the removal or relocation of facilities for which they are the responsible party as defined in Paragraph 00700-9.3, **Damage and Protection**.

Where it is determined by the Construction Manager that the rearrangement of an underground main, the existence of which is not shown on the Plans, Specifications, or in the General Requirements, is essential in order to accommodate the contemplated improvement, the Construction Manager will provide for the rearrangement of such facility by other forces or by the Contractor in accordance with the provisions of Paragraph 00700-7.1, **Change Orders**.

When the General Requirements, Specifications, or Plans indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the utility company and the work will be done at no cost to the Contractor.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs.

*****END OF SECTION*****

SECTION 00800
FEDERAL PROVISIONS AND REQUIREMENTS

Not Used

*****END OF SECTION*****

SECTION 00810 MODIFICATIONS TO GENERAL CONDITIONS

1.0 CONTRACT ADMINISTRATION

The following are designated:

1.1 Name of Construction Manager

Marco Martinez, Engineer I

1.2 Name of Design Consultant

Not Applicable

1.3 Name of City's Representative

Jorge Duran, Interim City Engineer

2.0 TIME ALLOWED FOR COMPLETION

In accordance with the provisions of Paragraph 00700-6.2, **Time of Completion**, substantial completion of this project shall be completed within Ninety (90) working days from the effective date of the Notice to Proceed.

3.0 DAMAGES FOR DELAYS

In accordance with the provisions of Paragraph 00700-6.5, **Liquidated Damages**, for the period of time that any portion of the work remains unfinished after the time fixed for completion in the Contract documents, as modified by extensions of time granted by the City, it is understood and agreed by the Contractor and the City that the Contractor shall pay the City \$5,200 per work day liquidated damages.

4.0 DAMAGES FOR FAILURE TO MEET REQUIREMENTS OF THE SPECIFICATIONS

This section outlines procedural requirements of the Contractor to reduce impacts to the public during the execution of this contract. If the work is not prosecuted as outlined herein the City and the public will be damaged. These damages include, but are not limited to, impacts to the public, additional inspection time, and additional project management time. Since it is impracticable to determine the actual damage which the City and the public will sustain by reasons of the

Contractor's failure to comply with the provisions of these special provisions, City and Contractor agree the Contractor will pay to the City a sum as set forth below.

The Contractor agrees to pay such liquidated damages as are provided for in this paragraph, and in case the same are not paid, Contractor agrees that the City may deduct the amount of such liquidated damages from any money that is due or that may be due the Contractor under this contract.

Description of Contractual Requirement:

- For day work, traffic lanes shall be opened by 5:00 PM every day for all phases of work.
- Once work has been scheduled and businesses and residents have been noticed that a street will be worked on by the Contractor, the Contractor is required to perform the work on the date of the notice unless prevented by an unavoidable delay.
- The contractor shall notify all affected businesses and residents a minimum of two weeks in advance of scheduled work unless prevented by an unavoidable delay.
- The Contractor shall place "No Parking" signs at the specified (30 feet or as approved by the Engineer) interval 72-Hours prior to the start of work.
- The Contractor is required to complete the punch list items of work within ten working days of the issuance of formal final punch list.
- The Contractor is required to provide flagmen, construction signage and traffic control in conformance with the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD) at all times during construction work.
- The Contractor shall have traffic control in place per the approved traffic control plan prior to commencement of work for all phases of work.

Summary of Liquidated Damages

Infraction	Time Frame	Liquidated Damage
Failure to open lanes by 5:00 PM	For each hour or part thereof	\$200 per lane
Failure to perform work on a scheduled and noticed street	Per occurrence	\$300 per street
Failure to post and notify businesses and residents 2 weeks in advance of scheduled work	Per occurrence	\$300 per street
Failure to place No Parking signs 72 hours prior to work commencement	Per occurrence	\$300 per street
Failure to place No Parking signs at specified intervals.	Per occurrence	\$300 per street
Failure to place temporary cross walks, stop bars and legends prior to opening a street to traffic	For each day or part thereof	\$300 per street
Failure to complete punch list items of work within ten working days of final installation of concrete work	For each day or part thereof	\$300 per street
Failure to start work on Notice To Proceed date	Notice To Proceed	Per General Conditions
Failure to provide flagmen, construction signage and traffic control in conformance with the latest CA-MUTCD.	For each occurrence	\$500 per day
Failure to have traffic control in-place prior to commencement of any phase of work	For each day or part thereof	\$1,000 per street
Damages for delay per Section 00810	For each day or part thereof	\$5,200 per day

Liquidated Damages for Failure to Start Work

It is the City's intent to have the work prosecuted as quickly as possible. This section shall apply to starting up the project or re-starting a project that has a mutually agreed to work stoppage. The Contractor shall diligently prosecute the work and be ready to start immediately upon receiving Notice to Proceed. The Contractor shall submit a project Schedule and said schedule shall be approved by the Engineer prior to commencement of the work. The Contractor shall be prepared to submit the mix design by day three. The Contractor shall start construction within 10 days of the Notice to Proceed. The contractor shall immediately re-start work on the date agreed to after a work stoppage. If the Contractor does not diligently prosecute the work after being notified that he is not diligently prosecuting the work or fails to start work within ten days of the Notice to Proceed or re-start work on the agreed upon date, this shall be considered an avoidable delay and the Contractor shall be charged Liquidated Damages for each day, regardless of the time it occurs within the Contract Period. The Contractor may at his option elect to be charged for each day of work or have the Contract Period reduced by one day, for each day making the contract end one day sooner for each day not worked.

5.0 WEATHER DAYS

In accordance with the provisions of Paragraph 00700-6.4.2.c, Weather Delays, an allowance of zero (0) calendar days of weather caused delay is provided for in the time allowed for completion stated in Paragraph 2.0 above. Contract time extensions for weather caused delays will not be considered until this allowance is spent.

*****END OF SECTION*****

SECTION 00820

LIABILITY AND INSURANCE REQUIREMENTS

1.0 INDEMNIFICATION

To the fullest extent permitted by applicable laws and regulations, the Contractor shall indemnify, defend and hold harmless the City, the Construction Manager, and their officers, directors, agents, and employees, against and from all liability or claims arising under, by reason of or incidentally to the Contract Documents and/or performance of the Work, but not from the sole negligence or willful misconduct of the City and/or the Construction Manager, or their agents, servants, or independent contractors who are directly responsible to the City or the Construction Manager. As used herein, the words liability or claims shall mean all liabilities, claims, costs, expenses, losses and damages, including without limitation actual attorneys' fees and legal costs. Such obligations of the Contractor shall include but not be limited to the following:

- A. Liability or claims resulting directly or indirectly from the negligence or carelessness of the Contractor or Contractors Agents in the performance of the Work, or in guarding or maintaining the same, or from any improper materials, implements, or appliances used in its construction, or by or on account of any act or omission of the Contractor or Contractors Agents;
- B. Liability or claims arising directly or indirectly from bodily injury, occupational sickness or disease, or death of the Contractors or a Subcontractors own employees engaged in the Work resulting in actions brought by or on behalf of such employees against the City and/or the Construction Manager;
- C. Liability or claims arising directly or indirectly from or based on the violation of any laws or regulations, whether by the Contractor or Contractors Agents;
- D. Liability or claims arising directly or indirectly from the use or manufacture by the Contractor or Contractors Agents in the performance of the Work of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance, unless otherwise specifically stipulated in this Contract;
- E. Liability or claims arising directly or indirectly from the breach of any warranties, whether express or implied, made to the City or any other parties by the Contractor or Contractors Agents;

- F. Liabilities or claims arising directly or indirectly from the willful misconduct of the Contractor or Contractors Agents;
- G. Liabilities or claims arising directly or indirectly from any breach by the Contractor or Contractors Agents of any terms, covenants or provisions contained in the Contract Documents.

The Contractor shall reimburse the City and the Construction Manager for all costs and expenses (including but not limited to fees and charges of Construction Manager, architects, attorneys, and other professionals and court costs) incurred by said City and the Construction Manager in enforcing the provisions of this Paragraph 00820-1.0, Indemnification.

The indemnification obligation under this Paragraph 00820-1.0, Indemnification, shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under Workers Compensation Acts, Disability Benefit Acts, or other employee benefit acts, or by the coverage of any insurance maintained by Contractor or any such Subcontractor.

All obligations of Contractor under the Contract Documents, including without limitation this Paragraph 00820-1.0, Indemnification to indemnify, defend and hold the City, the Construction Manager and any other persons or entities harmless, shall survive the acceptance of the Work by the City or the sooner termination of the Agreement.

Approval of any insurance contracts by the City does not relieve the Contractor or subcontractors from liability under Section 00820-1.0, Indemnification. The City will not be liable for any accident, loss, or damage to the Work prior to its completion and acceptance.

2.0 INSURANCE REQUIREMENTS

2.1 General

After award of Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required by Paragraph 00820-2.0, **INSURANCE REQUIREMENTS**, and shall submit coverage verification for review and approval by the City upon execution of the Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractors to commence work

on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by Contractor. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required by Paragraph 00820-2.0 **INSURANCE REQUIREMENTS**.

2.2 INSURANCE REQUIREMENTS FOR CONTRACTORS (with Construction Risks)

2.2.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. ~~Course of Construction insurance covering all risks of loss less policy exclusions.~~ NOT REQUIRED ON THIS PROJECT.
5. Performance and Payment Bonds for the full amount of the contract.

2.2.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: (including operations, products and completed operations): **\$5,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

4. ~~Course of Construction: Completed value of the project with no coinsurance penalty provisions.~~ NOT REQUIRED ON THIS PROJECT.

2.2.3 Deductibles and Self-Insured Retentions

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

2.2.4 Other Insurance Provisions

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

- a. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG20 10 11 85), as a separate Owner's and Contractor's Protective Liability Policy, or on the City's own form.
- b. For any claims related to this project, **the Contractor's insurance coverage shall be primary** insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Course of construction policies shall contain the following provisions:

1. The City shall be named as loss payee.

2. The insurer shall waive all rights of subrogation against the City.

2.3.1. Acceptability of Insurers

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

2.3.2 Verification of Coverage

Contractor shall **furnish the City with original certificates and amendatory endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

2.3.3 Subcontractors

Contractor shall require and verify all subcontractors maintain insurance subject to all of the requirements stated herein.

2.4 Workers' Compensation Insurance

The Contractor shall take out and maintain during the life of the Contract, Worker's Compensation and Employers' Liability insurance providing coverage for any and all employees of Contractor:

- a. The required policy shall provide coverage for Workers' Compensation (Coverage).
- b. This policy shall provide coverage for One Million Dollars (\$1,000,000) Employers' Liability (Coverage B).

2.5 Builder's Risk Insurance – NOT REQUIRED ON THIS PROJECT

2.5.1 **Standard Coverage** ~~The Contractor shall cause to be taken out, and maintain in the name of the City and the Contractor until final completion and acceptance of the project, Special Form (Course of Construction) Builder's Risk Insurance including but not limited to coverage against loss of damage to the project by fire, lightning, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such~~

~~coverage. Such insurance shall be in an amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed \$10,000 for any one loss. Such insurance will not cover loss or damage to the Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the project.~~

2.5.2. **Earthquake and Flood Coverage** - NOT REQUIRED ON THIS PROJECT

2.5.3 **Subrogation** - The City and Contractor hereby waive their rights of subrogation against each other provided the same does not prejudice coverage under the applicable policy. The Contractor shall obtain from all insurers a recognition that a waiver of subrogation endorsement for losses caused by fire or other perils to the extent covered by this insurance is provided. Contractor shall pay any extra premium required therefor.

2.6 Notices

Thirty (30) days prior written notice of cancellation shall be given to the City. Such notice shall be sent to:

Attn: Marco Martinez
Public Works Department
Engineering Division
7351 Rosanna Street
Gilroy, CA 95020

2.7 Change in Terms

The Contractor shall provide immediate written notice to the City of any change in terms and conditions and/or reduction in the coverage of any nature to the insurance policies. The notice shall be sent to the location identified in Paragraph 00820-2.6.d, **Endorsements**. The Contractor shall be obligated to pay any extra premium for maintaining the insurance requirements specified herein.

2.8 Occupancy

The City reserves the right to occupy existing facilities under construction or to use or occupy parts of the Work as provided for in Paragraph 00700-3.5, **City's Right to Use or Occupy**. Insurance policies shall not restrict or limit such use.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01010 SUMMARY OF WORK

1.0 WORK COVERED BY CONTRACT

The work includes furnishing of all labor, materials, incidentals, and equipment necessary to perform pavement rehabilitation of various roads including pavement digouts, pavement milling, hot mix asphalt pavement overlay, rubberized cape seal, slurry seal, microsurfacing, associated concrete flatwork; adjustment of utilities to grade; installation of traffic stripes, pavement markings, pavement markers, and roadside signs; replacement of traffic signal loops; tree removal and replacement, traffic control; and other incidentals thereto, in various locations in the City of Gilroy, as indicated in these Plans and Specifications.

2.0 WORK SEQUENCE AND CONSTRAINTS

- A. It is expected that a Notice to Proceed will be issued by the City for physical construction after the execution of contract document. However, SWPPP preparation, project schedule, shop drawings, and various required submittals may be completed with a Partial Notice to Proceed issued by the City after the issued of Notice of Intent to Award and after the bid protest clock is expired.
- B. All erosion control measures must be in place prior to the start of works.
- C. Contractor shall coordinate work and schedule with the City approved Special Events and ensure that the project site is thoroughly cleared, cleaned and safe for those events. Due to COVID-19 and the Health Order from the Santa Clara County Department of Public Health, most Special Events in Gilroy are canceled. The City reserves the right to ask the contractor to thoroughly cleared and cleaned the project site for an approved Special Event within the project limit. The City shall notify the contractor at least ten (10) working days prior to the date of clearance and demobilization. All delays associated with this work are considered Excusable Delays and will not be compensable to the contractor. Requests for time extensions due to this delay will be acceptable to the City. All costs associated with this work shall be included in the mobilization bid item, no additional compensation will be made for this work.

3.0 OCCUPANCY REQUIREMENTS

None

4.0 CITY FURNISHED MATERIALS

- Detector Loops Loop conductors shall be Type 2 loop wires. No splice is permitted. Splice loop conductor to existing detector lead-in cable in existing pull boxes adjacent to existing detector handhole.

Sealant for filling loop slots shall be asphaltic emulsion sealant for asphaltic concrete pavement application as specified in the Standard Specifications.

The Contractor shall contact the Engineer 72 hours in advance of the work which will cut or damage any existing detector loop or lead-in wire. The City will install appropriate timing in the traffic signal controller prior to the Contractor cutting the existing loops.

All detector loops cut or damaged by the Contractor shall be replaced within 5 days of being damaged. Failure to comply with these requirements shall result in liquidated damages of \$500 per day for each traffic signal loop not replaced within 5 days following the damage. All liquidated damages in this Contract are cumulative.

Detector loops includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in installing detector loops, including removal of existing loops, protection of existing utilities, and protection of existing facilities, as specified in the Standard Specifications and these special provisions. Payment for compliance with this section will be made under:

- *Detector Loops – per Each*

5.0 TRENCH EXCAVATION

None

6.0 WORK UNDER OTHER CONTRACTS

None

7.0 CONTRACTOR'S WORK PERCENTAGE

The Contractor shall perform at least thirty (30) percent of the Contract bid amount, except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontractor may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. This portion of work shall encompass the performance of work by the contractor's forces and equipment and the procurement of materials and equipment by the Contractor.

Subcontractors shall not be responsible for the performance of any work or procurement of materials and equipment within the above Contractor's work percentage allotment.

See Section 8-1.01 SUBCONTRACTING

8.0 UNDERGROUND FACILITIES

The Contractor is responsible for coordinating all project documentation, including but not necessarily limited to the Contract Documents and existing record drawings for the determination of the location of all underground facilities.

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing or hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities.

Prior to fabrication, the Contractor shall verify the location and elevations of existing underground facilities which the Contractor is connecting to.

No additional compensation shall be provided the Contractor for compliance with the provisions of Paragraph 01010-8.0, Underground Facilities, or for the damage and repair of facilities due to the lack of such care.

*****END OF SECTION*****

SECTION 01025

MEASUREMENT AND PAYMENT

1.0 MEASUREMENT OF QUANTITIES

- 1.1. **General** - Measurements of the completed work shall be in accordance with, and by instruments and devices calibrated to United States Standard Measures and the units of measurement for payment, and the limits thereof, shall be made as shown on the Plans, Specifications, General Requirements, and Supplementary Conditions.
- 1.2. **Units of Measurement** - Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.
- 1.3. **Certified Weights** - When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales, or when approved by the Construction Manager, on a completely automated weighing and recording system. The Contractor shall furnish the Construction Manager with duplicate licensed weighmaster's certificates showing the actual net weights. The City will accept the certificates as evidence of the weights delivered.
- 1.4. **Methods of Measurement** - Materials and items of work which are to be paid for on the basis of measurement shall be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.

Material not used from a transporting vehicle shall be determined by the Construction Manager and/or inspector and shall be deducted from the certified tag.

When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the Construction Manager in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the Construction Manager and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.

Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made therefor.

Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside the lines indicated on the plans or given by the Construction Manager; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

2.0 DESCRIPTION OF BID ITEMS

A. General

Bid Items described in Section 00310 are presented to indicate major categories of the work for purposes of comparative bid analyses, payment breakdown for monthly progress payments and to comply with the California Labor Code relating to the price for sheeting, shoring, and bracing of excavations. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item (work phase) as shown and specified:

B. CONTRACTOR'S COST BREAKDOWN

Lump Sum Price Breakdown - For work to be performed for a lump sum price, the Contractor shall submit a price breakdown to the Construction Manager prior to the first payment and within ten (10) days after Notice to Proceed. The price breakdown, as agreed upon by the Contractor and the Construction Manager, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item. Mobilization, overhead, bond, insurance, other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price. At the discretion of the Construction Manager, mobilization, bond and insurance costs may be provided for separately if accompanied by invoices to verify actual expenses.

The price breakdown shall be generally in the same format as the Contract specifications, divisions and subdivisions, with major items of Work listed

individually. The price breakdown shall be by structure, civil, landscaping, or other logical division of work. The price breakdown for architectural, structural, mechanical, and electrical work shall include separate items for identifiable portions of the structures. The price breakdown shall include separate allowances for any testing and startup work required. Measurable approximate quantities of work performed by the Contractor or its subcontractors shall be provided. For quantities that are the sum total of several individual quantities, backup summaries shall be provided which list the individual descriptions and quantities. These summaries then will be used to determine the quantities of work in place in subsequent progress payment requests.

The above is a statement of the intent of the Contract Documents to provide a moderate level of detail, acceptable to the Construction Manager, to allow a fair and reasonable estimate to be made of the value of Work installed. The detail of the price breakdown must be sufficient to provide timely processing of the monthly progress payment request.

The price breakdown will be subject to the approval of the Construction Manager, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of Work. The price breakdown shall be sufficiently detailed to permit its use by the Construction Manager as one of the bases for evaluating requests for payments. The Construction Manager shall be the sole judge of the adequacy of the price breakdown.

C. Bid Item Descriptions

1. **Mobilization:** The lump sum price paid includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals associated with all preparatory and operational work necessary to provide for: insurance; bonds; required permits and fees; submittals; mobilization; demobilization; shop drawings; project phasing; multiple move ins and move outs which are required to prosecute the work; clearing and grubbing; trimming or removal of vegetation; work sequencing; staging; portable toilets; public notifications; posting of "No Parking" signs; surveying; cleanup and restoration of any damage to existing improvements; supervision; project management; project office; coordination of concurrent work with other contractors; schedules; meetings; preparing "as-built" plans or record drawings; clean up; repairs; the movement of personnel, equipment, supplies, and incidentals to and from the project site; tree trimming and protecting trees in place; the establishment of all other facilities necessary for work on the project; all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items of work at the project site; and work and improvements

called for or implied by the Contract Documents which are not included in the other bid items but are required to complete the Work.

Pre-demolition video is required to show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations.

Mobilization – lump sum

2. Tree Removal and Replacement: The price paid for each includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals associated with all preparatory and operational work necessary to remove an existing tree and replace it with a City approved street tree. This work includes the removal of the tree, tree stump, disposal of the tree, installation of a 15 gallon City approved tree, and the installation of 8 LF of root barrier for the new tree. It is the City's intention to save all trees impacted by this project. However, in the event that a tree needs to have its roots pruned (roots larger than 2" in diameter), Contractor shall procure the services of a certified arborist at the Contractor's expense to evaluate the tree and provide a report stating whether the tree will survive given the amount of pruning required. The report shall have a definitive recommendation as to whether the tree shall be removed or can remain. The report shall be provided to the City within 24 hours of the roots being exposed and before any roots are pruned. All affected landscaping shall be returned to its original state, including water irrigation lines and/or decorative concrete work. All tree waste shall be disposed of by the end of the working day.

Tree Removal and Replacement – each

*****END OF SECTION*****

SECTION 01035 MODIFICATION PROCEDURES

1.0 CHANGES IN CONTRACT PRICE

Whenever corrections, alterations, or modifications of the work under this Contract are ordered by the Construction Manager and approved by the City and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways as directed by the Construction Manager:

- a. By unit prices accepted by the City and stated in the Contract Documents;
- b. By unit prices subsequently fixed by agreement between the parties;
- c. By an acceptable lump sum proposal from the Contractor; or
- d. By Force Account (as described in Paragraph 01035-3.0, Force Account Payment), when directed in writing and administered by the City through its agents or representatives.

When required by the Construction Manager, the Contractor shall submit, in the form prescribed by the Construction Manager, an itemized breakdown with supporting data of the quantities and prices used in computing the value of any change that may be ordered.

The Construction Manager will review the Contractor's proposal for the change and negotiate an equitable adjustment with the Contractor. After there is an agreement the Construction Manager will prepare and process the Change Order and make a recommendation for action by the City. All Change Orders must be approved by the City in writing before the work can be authorized and the Change Order executed.

The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the City, which shall be written so as to indicate an acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to cost and time contained in the Change Order are in full satisfaction and accord, payment in full, and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

2.0 NEGOTIATED CHANGE ORDERS

Under the methods described in Paragraph 01035-1.0b and 1.0c above, the Contractor shall submit substantiating documentation with an itemized breakdown of Contractor and subcontractor direct costs, including labor, material, equipment rentals, and approved services, pertaining to such ordered work in the form and detail acceptable to the Construction Manager. The direct costs shall include only the payroll cost for workers and foremen, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the Construction Manager; the cost of materials used and equipment delivered and installed in such work as substantiated by appropriate documents; the cost of construction machinery and equipment based on fair rental or Cityship values acceptable to the Construction Manager as described in Paragraph 01035-3.0, **Force Account Payment**; and the cost of incidentals directly related to such work. The direct costs shall not include any labor or office costs pertaining to the Contractor's managers or superintendents, its office and engineering staff and office facilities, or anyone not directly employed on such work, nor the cost of small tools as all such indirect costs form a part of the Contractor's overhead expense.

Under the method described in Paragraph 01035-1.0b and 1.0c the maximum percentage which will be allowed for the Contractor's combined overhead and profit will be:

- a. For work by its own organization, the Contractor may add the following percentages:

Direct Labor	25 percent
Materials	15 percent
Equipment (owned or rented)	15 percent

- b. For all such work done by subcontractors, such subcontractor may add the same percentages as the Contractor as listed in (1) above to its actual net increase in costs for combined overhead and profit and the Contractor may add up to ten (10) percent of the subcontractor's total for its combined overhead and profit.
- c. For all such work done by sub-tier-subcontractors, such sub-subcontractors may add the same percentages as the Contractor as listed in (a) above to its actual net increase in costs for combined overhead and profit, and the

subcontractor may add up to ten (10) percent of the sub-subcontractor's total for its combined overhead and profit. The Contractor may add up to five (5) percent of the subcontractor's total for its combined overhead and profit.

- d. To the total of the actual costs and fees allowed hereinunder, not more than two (2) percent shall be added for additional bond and insurance other than labor insurance.

The above fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation.

When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, for each area of work, i.e. direct labor, materials, equipment, and subcontractors. The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in Paragraph 01035-3.0, **Force Account Payment**. The Contractor shall not claim for anticipated profits on work that may be omitted.

3.0 FORCE ACCOUNT PAYMENT

If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by written Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be done on a time and expense basis, that is, on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the work. For the work performed, payment will be made for the documented actual cost of the following:

- a. Direct labor cost for workers, including foremen, who are directly assigned to the force account work: Direct labor cost is the actual payroll cost, including wages, fringe benefits as established by negotiated labor agreements or state prevailing wages, workers' compensation and labor insurance, and labor taxes as established by law. No other fixed labor burdens will be considered, unless approved in writing by the City.
- b. Material delivered and used on the designated work, including sales tax, if paid for by the Contractor or its subcontractor.

- c. Equipment rental, including necessary transportation for items having a value in excess of One Thousand Dollars (\$1,000.00).
- d. Additional bond.
- e. Additional insurance, other than labor insurance.

To the preceding costs, there shall be added the following fees for the Contractor, subcontractor, or sub-subcontractor actually performing the work:

A fixed fee not to exceed fifteen (15) percent of the costs of Items a, b, and c above.

To the total of the actual costs and fees allowed hereunder, not more than two (2) percent shall be added for additional bond and insurance as the cost of Items d and e above.

For work performed by an approved subcontractor, the Contractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.

For work performed by a subtier-subcontractor, the subcontractor may add to the total of the actual costs and fixed fees allowed under the preceding paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the subcontractor's administration of the work performed by the subtier-subcontractor. The Contractor may add to the total of the actual costs and fixed fees allowed under this paragraph an additional fixed fee of five (5) percent of said total. No further compensation will be allowed for the Contractor's administration of the work performed by the subcontractor.

The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, and any other general expense. The above fixed fees represent the maximum limits which will be allowed, and they include the Contractor's and all subcontractors' indirect home office expenses and all costs for cost proposal preparation and record keeping.

The City reserves the right to furnish such materials and equipment as it deems expedient, and the Contractor shall have no claim for profit or added fees on the cost of such materials and equipment.

For equipment under Item c above, rental or equivalent rental cost will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the rental rates for such equipment listed in the California Department of Transportation publication, "Labor Surcharge and Equipment Rental Rate," which is in effect on the date upon which the work is performed. Owner-operated equipment shall not exceed the rates in the Previously Mentioned Rental Rate publication plus the labor costs as provided in Section 01035-4.1, Direct Labor. The rental cost allowed for equipment will be understood, in all cases, to cover all fuel, lubricants, supplies, consumables, repairs, ownership and incidental costs. No further allowances will be made for these items, unless a specific written agreement to that effect is made.

Prior to the commencement of force account work, the Contractor shall notify the Construction Manager of its intent to begin work. Labor, equipment and materials furnished on force account work shall be recorded daily by the Contractor upon report sheets furnished by the Construction Manager to the Contractor. The reports, if found to be correct, shall be signed by both the Contractor and Construction Manager, or inspector, and a copy of which shall be furnished to the Construction Manager no later than the working day following the performance of said work. The daily report sheet shall thereafter be considered the true record of force account work provided. If the Construction Manager, or inspector, do not agree with the labor, equipment and/or materials listed on the Contractor's daily force account report, the Contractor and Construction Manager, or inspector, shall sign-off on the items on which they are in agreement. The Construction Manager shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice as provided in Paragraph 00700-7.3.2.1, Notice.

The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of work paid for on a force account basis and the costs of other operations.

To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Construction Manager, detailed and complete documented verification of the Contractor's and any of its subcontractor's actual costs involved in the force account pursuant to the pertinent Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed

and submitted to the Construction Manager after the thirty (30) day period has expired.

The force account invoice shall itemize the materials used and shall cover the direct costs of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The invoice shall be in a form acceptable to the Construction Manager and shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendor's invoices.

When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any. The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost will be the amount of the actual net decrease and a credit in accordance with the markups allowed under the use of the method described in this Section. The Contractor shall not claim for anticipated profits on work that may be omitted.

4.0 UNIT PRICE ADJUSTMENTS DUE TO INCREASED OR DECREASED QUANTITIES

The unit prices as stated in the bid form and as negotiated in Change Orders shall apply to one hundred (100) percent of the quantity indicated to be estimated quantity for the bid item, plus or minus twenty-five (25) percent. Adjustments in unit prices will be made in accordance with Section 4-1.05, Changes and Extra Work, of the 2022 State of California, Department of Transportation Standard Specifications, with the following modifications:

- a. Delete all references to "Section 9-1.04" and insert "Paragraph 01035-3.0, **FORCE ACCOUNT PAYMENT**".

5.0 TIME EXTENSIONS FOR CHANGE ORDERS

If the Contractor requests a time extension for the extra work necessitated by a proposed Change Order, the request must comply with the applicable requirements of Paragraph 01310-6.0, **TIME IMPACT ANALYSES**.

*****END OF SECTION*****

SECTION 01050 FIELD ENGINEERING

1.0 DATUM

Where applicable, elevation datum for this Project is based on the Project bench mark shown on the Drawings. All connections shall be installed based on actual elevations of existing structures to which connections are made.

2.0 LINES AND GRADES

The Contractor shall lay out all work, including structures and pipelines, and shall be responsible for any errors resulting therefrom. In all questions arising as to proper location of lines and grades, the Construction Manager's decision will be final.

As part of the bid price for the construction of the improvements the Contractor shall provide and be responsible for the layout of all work on this project. The Contractor shall provide all necessary surveys, field staking, and positioning for the construction of all components at the proper alignment, elevations, grades, and positions, as indicated on the Drawings and as required for the proper operation and function. The Contractor shall stake the work limits.

The Contractor's layout shall be based on existing structures, survey control and bench marks established by the City.

The Contractor shall supply such labor as required, at no extra charge, to aid and assist the Construction Manager in checking location and grades of the work as set by the Contractor, if requested by the Construction Manager. This shall include moving materials and equipment located between monuments and the construction work.

2.0 FIELD LAY OUT OF PAVEMENT REPAIR AREA

Pavement repair areas (digouts) are laid out in white paint on all segments of the road. These layouts will require final refreshing and mark-up prior to pavement repairs. The Contractor shall assist the City with field final lay out of all pavement repair areas five (5) working days prior to the start of work. In all questions arising as to proper location of the pavement repair locations, the Construction Manager's decision will be final.

The contractor shall provide proper traffic control to conduct final field lay-out.

3.0 POTHOLING

Potholing shall be undertaken as necessary to determine the existing utility elevation where new pipe installation is suspected of conflicting with existing utilities, and to confirm size and material of existing utilities. Prior to new pipe installation, a maximum 1'-1- square hole shall be neatly cut in pavement areas and care not to disturb adjacent soils must be taken. The hole shall be excavated to expose the existing utility and the elevation, size, and material of the pipe shall be determined and provided to the Engineer. Recompact backfill in 2 to 3 inch lifts to 95% relative density. Replace pavement in kind so that no discontinuity in smooth surface results.

4.0 PAYMENT

Surveying, Staking and Field Lay Out shall be included in the various bid items and no additional payment shall be allowed therefor.

Potholing shall be included in the various bid items and no additional payment shall be allowed therefor.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

*****END OF SECTION*****

SECTION 01060 REGULATORY REQUIREMENTS

1.0 APPLICABLE CODES-

Per Plans and Specifications.

2.0 PERMITS, FEES AND LICENSES

All City permits will be paid by the City of Gilroy. Unless specifically stated to be provided by the City, Contractor shall apply for, obtain, and comply with all the terms, conditions and requirements attached to all permits, bonds and licenses required by local, state, or federal agencies to perform work, construct, erect, test and start-up of any equipment or facility for this Contract. Where operating permits are required, the Contractor shall apply for and obtain such operating permits in the name of the City and provide the permit in an appropriate frame or fileholder when the City accepts substantial completion of the equipment or facility. The Contractor shall give all notices necessary or incidental to the due and lawful prosecution of the work.

Any non-City permits, bonds, licenses and fees therefore required for the performance of work under this Contract and not specifically mentioned herein as having been obtained and paid by the City shall be included in the Contractor's bid price.

The Contractor shall apply for and obtain in its name the necessary building, plumbing and electrical permits and shall be responsible for satisfying all code requirements, calling for inspections, and obtaining final approvals. The Construction Manager shall be notified in advance of all inspections. The Contractor shall comply with all construction conditions stipulated in the permits. The Contractor shall include in its bid the fees for any non-City permits required.

The Contractor shall apply for and obtain all safety permits for excavations, tunneling, trenches, construction (building structure, scaffolding, or falsework) and demolition required by CAL/OSHA including but not limited to, the permits required by Labor Code Section 6500.

- 2.1 The following permits and certifications are required for construction of the project. Also shown is the permit status and who is responsible for paying the associated fee:

<u>Non-City Permit</u>	<u>Status</u>	<u>Responsible Party for Fee</u>
Caltrans EP	COG Permit Pending	Contractor Responsible for Double Permit
County of Santa Clara EP	COG Permit Pending	City of Gilroy Responsible for the EP

- 2.2 Other permits required but not listed shall be the responsibility of the contractor to apply for and pay for.

*****END OF SECTION*****

SECTION 01090 REFERENCES

1.0 DEFINITIONS

Unless otherwise stated, the words directed, required, permitted, ordered, instructed, designated, applicable, appropriate, sufficient, proper, desirable, necessary, prescribed, approved, acceptable, satisfactory or words of like import, refer to actions, expressions, and prerogatives of the City, Design Consultant, or Construction Manager.

Masculine gender words include the feminine. References to gender, such as "workman" and "flagman" and the pronouns "he" or "his" referring to such titles, are abstract in the specifications, used for the sake of brevity are intended to refer to persons of either sex.

Singular words include the plural and "person" includes firms, companies, and corporations.

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, and feminine of the words and terms.

Acceptance - The formal written acceptance by the City of an entire Contract which has been completed in all respects in accordance with the Contract Documents and any modifications thereof previously approved.

Act of God - An earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. A rain, windstorm, high water, or other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the work, shall not be construed as an Act of God.

Addenda - Written or graphic instruments issued prior to the bid which modify or interpret the Contract Documents, drawings, and specifications, by additions, deletions, clarifications, or corrections.

Agreement - The written document covering the performance of the Work as more fully described in the Contract Documents.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the price for the work to be performed.

Bidder - Any properly licensed and qualified individual, firm, partnership, corporation, joint venture, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Bond(s) - Bid, Performance, or Payment Bonds and other instruments of surety, furnished by the Contractor and Contractor's surety in accordance with the Contract Documents.

Calendar Day - Any day including legal holidays, Saturdays and Sundays.

City - A public or quasi-public agency or authority, corporation, association, partnership, or individual for whom the work is to be performed. Under this contract, the City is identified by name in the agreement.

City's Representative - The person designated in writing by the City to act as its agent on specified matters relating to this Contract. The City's Representative is not the Construction Manager, but an employee of the City or other individual who has been designated to represent the City.

Construction Manager - The person designated, in writing, by the City to act as its representative at the construction site and to perform construction inspection services and administrative functions relating to this Contract. Initial contact by the Contractor with the City shall be through the Construction Manager.

Contract Change Order - A written order to the Contractor, covering changes in the plans or quantities, or both, and establishing the basis of payment and time adjustments for the work affected by the changes. Also referred to as a Change Order.

Contract Documents - The words "Contract Documents" shall mean any or all of, the following items, as applicable:

- Invitation to Bid
- Instructions to Bidders
- Bid Documents
- Designation of Subcontractors

Bid Guaranty Bond
Agreement
Acknowledgements
Performance Bond
Payment Bond
General Conditions
Maintenance Bond
Supplementary Conditions
Standard Specifications (Caltrans)
Technical Specifications
Drawings
Addenda, if any
Executed Change Orders, if any
Notice of Award
Notice to Proceed

Each of these items is to be considered by reference as part of the Contract Documents, also referred to as Contract.

Contract Price - The amount payable to the Contractor under the terms and conditions of the Contract based on the price given on the bidding schedule, with adjustments made in accordance with the Contract. The base amount given in the bidding schedule shall be either a lump sum bid or the summation of the unit price bids multiplied by the estimated quantities set forth in the bid form. Also referred to as Contract Amount or Contract Sum.

Contract Time - Number of calendar days stated in the Contract for the completion of the Work.

Contract Completion Date - The date on which the City accepts the work as being complete.

Contractor - The person or persons, firms, partnership, corporation, or combination thereof, who have entered with the City, as party or parties of the second part of its or their legal representatives.

Contractor's Agents - All employees, agents, suppliers and subcontractors (at all tiers) of the Contractor and any other persons who are directly or indirectly employed by the Contractor or its subcontractors (at all tiers) or for whose acts they may be liable.

Contractor's Plant and Equipment - Equipment, material, supplies, and all other items, except labor, brought onto the site by the Contractor to carry out the Work, but not to be incorporated in the Work.

Day(s) - Calendar Day(s) unless otherwise specified.

Direct - Action of the City or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Contract.

Drawings - Refers to the Contract drawings, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Design Consultant, approved by the City, and are referred to in the Contract Documents, which show the location, character, dimensions, and details of the work to be performed. The terms drawing, plan and plans have the same meaning as the term drawings unless otherwise stated or specified.

Design Consultant - The engineer or architect designated by the City to have design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. Such representatives shall act within the scope of the particular duties delegated to them.

Field Directive - Written documentation of the actions of the City or Construction Manager in directing the Contractor. Also referred to as a Directive.

Field Order - A written instruction given to the Contractor authorizing work that is a change to the scope of work carried out on a time and material basis.

Float - Float or "total float" shall be defined as provided in the Associated General Contractors of America "CPM in Construction, A Manual for General Contractors".

Furnish - To deliver to the job site or other specified location any item, equipment, or material.

General Conditions - Part of the Contract Documents representing the general clauses that establishes how the project is to be administered.

General Requirements - Part of the Contract Documents establishing special conditions or requirements peculiar to the work and supplementary to the General Conditions.

Herein - Refers to information presented in the Project Manual.

Holidays - Legal holidays designated by the City or specifically identified in the Contract.

Install - Placing, erecting, or constructing any item, equipment, or material.

Laboratory - The designated materials testing laboratory authorized by the City to test materials and work involved in the Contract.

Liquidated Damages - The amount prescribed in Paragraph 00700-6.5, **Liquidated Damages**, and Paragraph 00810-3.0, **DAMAGES FOR DELAYS**, to be paid to the City or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the Work beyond the time allowed in the specifications.

Notice of Award - A written notice by the City to the Contractor informing it that the Contract has been awarded to the Contractor.

Notice to Proceed - The written notice by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.

Paragraph - For references or citation purposes, refers to the paragraph(s), called out by paragraph number and alphanumeric designator.

Person - Includes firms, companies, corporations, partnerships, and joint ventures.

Project - The undertaking to be performed under the provisions of the Contract.

Project Manual - Those Contract Documents which are bound into one or more volumes prior to bidding.

Provide - Furnish and install, complete in place.

Punch List - List of incomplete items of work and of items of work which are not in conformance with the Contract.

Shall - Refers to actions by either the Contractor or the City and means the Contractor or City has entered into a covenant with the other party to do or perform the action.

Shown - Refers to information presented on the Drawings, with or without reference to the Drawings.

Site - The property as described in the General Conditions or as shown on the Drawings.

Specifications - That part of the Contract Documents consisting of the General Conditions, Supplementary Conditions, General Requirements, applicable State Standard Specifications, and Technical Specifications.

Specify - Refers to information described, shown, noted or presented in any manner in any part of the Contract.

State of California Specifications - The State of California Department of Transportation (Caltrans) Standard Specifications in effect at the time of advertising the Work. Also referred to as State Standard Specifications and Caltrans Standard Specifications, and Standard Specifications.

Subcontractor - A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the Site. The term Subcontractor means a subcontractor or subcontractor's authorized representative. The term Subcontractor does not include any separate contractor or any separate contractor's subcontractors.

Submittals - The information which is specified for submission to the Construction Manager in accordance with the Project Manual.

Substantial Completion - Substantial Completion is the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so the City can occupy or utilize the Work for its intended use.

Sub-subcontractor - A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the Site. The term Sub-subcontractor means a sub-subcontractor or an authorized representative thereof.

Supplier - Any person, firm, corporation, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, and may also be a Subcontractor or a Sub-subcontractor.

Surety - The person, firm, corporation, or organization that joins with the Contractor in assuming the liability for the faithful performance of the Work and for the payment of all obligations pertaining to the Work in accordance with the Contract Documents by issuing the Bonds required by the Contract Documents or by law.

Will - Actions entered into by the Contractor or the City as a covenant with the other party to do or to perform the action.

Work - The labor, materials, equipment, supplies, and other items necessary for the execution, completion, and fulfillment of the Contract.

Working Day - Any day, other than a holiday, Saturday or Sunday, on which the Contractor may proceed with regular work on the current controlling operation as determined by the Construction Manager toward the completion of the Contract.

2.0 ABBREVIATIONS

Whenever the following terms are used, the intent and meaning shall be as follows:

Abbreviations Stands For

AASHTO	American Association of State and Highway and Transportation Officials
AAMA	Architectural Aluminum Manufacturers Association
ABMA	American Boiler Manufacturers Association
ACI	American Concrete Institute
ADC	Air Diffusion Council
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute

AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute (formerly United States of America Standards Institute)
APA	American Plywood Association
API	American Petroleum Institute
AREA	American Railway Engineers Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Construction Managers
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWPA	American Wood-Preserver's Association
AWS	American Welding Society
AWWA	American Water Works Association
CAGI	Compressed Air and Gas Institute CAL/OSHA State of California Department of Industrial Relations, Division of Industrial Safety
CBM	Certified Ballast Manufacturers
CBR	California Bearing Ratio
CI	Chlorine Institute
CISPI	Cast Iron Soil Pipe Institute
CMAA	Crane Manufacturers Association of America
CPSC	Consumer Products Safety Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute
DFPA	Douglas Fir Plywood Association
EIA	Electronic Industries Association
EP	Encroachment Permit
EPA	U.S. Environmental Protection Agency
ETL	Electronic Testing Laboratory
FM	Factory Mutual Insurance Company
FPS	Fluid Power Society
FS	Federal Specifications
GO 95	General Order No. 95, California Public Utilities Commission Rules for Overhead Electric Line Construction
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
IAPMO	International Association of Plumbing and Mechanical Officials
IBR	Institute of Boiler and Radiator Manufacturers

ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
IPCE	International Power Cable Engineers Association
ISA	Instrument Society of America
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety and Health Act
PCMAC	Prestressed Concrete Manufacturers Association of California
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Structural Steel Painting Council TCA Tile Council of America
UBC	Uniform Building Code
UPC	Uniform Plumbing Code
UL	Underwriters Laboratories
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

*****END OF SECTION*****

SECTION 01200 PROJECT MEETINGS

1.0 PRE-CONSTRUCTION CONFERENCE

The Construction Manager will schedule a pre-construction conference and organizational meeting at the project site or other convenient location upon award and/or execution of the Contract and prior to commencement of construction activities. At the discretion of the Construction Manager, meetings may be in person or virtual meetings. Contractor shall be equipped to attend virtual meetings through the following platforms:

- Zoom
- WebEx
- Microsoft Teams

1.1 Attendees

The City, Design Consultant, Contractor and its superintendent, invited subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.

1.2 Agenda

The Construction Manager will prepare an agenda for discussion of significant items relative to contract requirements, procedures, coordination and construction.

2.0 PROGRESS MEETINGS

The Construction Manager will conduct progress meetings at the project site or other convenient location at regularly scheduled intervals which may be as frequent as weekly. Frequency of meetings are to be determined at the pre-construction conference. Meeting minutes will be taken by the Construction Manager and distributed accordingly. At the discretion of the Construction Manager, meetings may be in person or virtual meetings. Contractor shall be equipped to attend virtual meetings through the three platforms mentioned above.

2.1 Attendees:

The City, Construction Manager, and Contractor shall each be represented at these meetings. Attendance by Subcontractors, Suppliers and other entities is

subject to issues and/or items of the agenda which may, or may not, require attendance.

2.2 Agenda:

Review, correct or approve minutes of the previous progress meeting. Review items of significance that could affect progress. Review/discuss topics as appropriate to the current and future status and/or needs of the project. Review the progress of the work in the preceding week and in the subsequent week, coordinate the work with public agencies or other Contractors as required, and allow the Construction Manager to plan its activities for testing, inspection, etc.

3.0 CONFERENCES

At any time during progress of the Work, the City and the Construction Manager shall have the authority to require the Contractor and any subcontractor, suppliers, or service providers to attend job-site conferences. Any notice of such conference shall be duly observed and complied with by the Contractor and subcontractors, suppliers, or service providers.

*****END OF SECTION*****

SECTION 01300 SUBMITTALS

1.0 SUBMITTALS

Where the Contractor is required by these Specifications to make submittals, they shall be made according to General Requirements Section 01340, **SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.**

The Contractor shall provide sufficient number of document for the following items:

- Designation of Contractor's Representative
- Cost Breakdown
- Construction Schedule
- Materials List
- Substitutions List
- Shop Drawings
- Material Safety Data Sheets
- Operation and Maintenance Manuals
- Requests and Notices
- Manuals and Instructions
- Manufacturer's Affidavits
- Affidavits on Patent Fees
- Affidavit of Bills Paid
- Warranty Data
- Others as Specified in the Technical Specifications

Where the Contractor is required by these Specifications to submit samples of products, the Contractor shall provide a sufficient number of physical samples to allow three (3) to be retained by the Construction Manager of all structural and architectural products involving color, finish, texture, or the like.

The city will be using Virtual Project Manager (VPM) as the electronic management system for the project. All communication including submittals, RFIs, and transmittals for the project will be conducted through VPM. Contractor shall have a designated person who is proficient in VPM. Licensing for VPM will be provided by the City of Gilroy. For more information, visit the following website: <https://www.virtual-pm.com/>

2.0 MATERIALS LIST

Within thirty-five (35) days after the Notice of Award, the Contractor shall submit a List of Materials to the Construction Manager for review. The List shall include all items of equipment and materials for mechanical, piping, architecture, electrical, heating and ventilating, equipment piping, and plumbing work; and the names of manufacturers with whom purchase orders have been or will be placed. Items on the List shall be arranged in the same order as in these Specifications, and shall contain sufficient data to identify precisely the items of material and equipment the Contractor proposes to furnish. The List shall include the Specifications or Drawing references. After the submission is favorably reviewed and returned to the Contractor by the Construction Manager, it shall become the basis for the submission of detailed manufacturer's drawings, catalog cuts, curves, diagrams, schematics, data, and information on each separate item for review as set forth in SECTION 01340, **SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**. The favorable review of shop drawings shall be obtained prior to the fabrication, delivery and construction of items requiring shop drawing submittal.

3.0 SEISMIC DESIGN AND ANCHORAGE OF EQUIPMENT AND OTHER APPURTENANT FACILITIES

All pieces of electrical, mechanical, and instrumentation equipment and appurtenant facilities which are separately mounted or anchored shall be so designed and installed as to be in conformance to all requirements of the Uniform Building Code - for the edition adopted by the governing jurisdiction, both for vertical and lateral loading. This requirement applies, but is not limited to, such items as light fixtures, electrical and instrumentation panels, tanks, pumps, piping, pipe supports and hangers, generators, motors, fans, ventilating ducts and equipment, and other similar equipment or facilities. The applicable seismic zone for this project shall be as defined by the Uniform Building Code. All equipment or facilities within these Specifications or on the Drawings shall be designed and anchored to resist seismic forces appropriate for this seismic zone. Anchorage or restraints shall be so designed as to resist the code required forces acting in any direction. The design of the entire anchoring system, and the furnishing of any part of the anchoring system which must be integral with the equipment or facilities, shall be the responsibility of the manufacturer or supplier. The Contractor, working closely with the manufacturer or supplier, shall be responsible for furnishing or installing any anchors or restraints which are independent of the equipment or facilities. Examples, but not limited to those noted, are anchor bolts, restraining curbs, walls, or angles and similar items.

*****END OF SECTION*****

SECTION 01310 PROJECT SCHEDULE

1.0 GENERAL

The base schedule shall be submitted within ten (10) days of Notice to Proceed and favorably reviewed by the Construction Manager before the first partial payment can be made.

The Contractor shall submit the schedule based on the Critical Path Method (CPM). The schedule shall indicate preceding activity relationships and/or restraints where applicable and a controlling path shall be indicated. The schedule shall be time scaled and shall be drafted to show a continuous flow from left to right. The construction schedule shall clearly show the sequence of construction operations and specifically list:

- a. The start and completion dates of all work items.
- b. The dates of submittals, procurement, delivery, installation and completion of each major equipment and material requirement.
- c. Progress milestone events or other significant stages of completion.
- d. The lead time required for testing, inspection and other procedures required prior to acceptance of the work.

Activities shall be no longer than 10 workdays, except for submittals and delivery items. If an activity takes longer, it shall be broken into appropriate segments of work for measurement of progress. This limitation may be waived, upon approval of the Construction Manager, for repetitious activities of longer durations for which progress can be easily monitored.

The Construction Manager shall review the Base Schedule and provide any comments, its favorable review of the schedule, or request a meeting to review the schedule with the Contractor within fifteen (15) days of receipt of the schedule. If requested, the Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Construction Manager. Any revisions necessary as a result of this review shall be resubmitted for review by the Construction Manager within ten (10) days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing, and directing the work, and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Construction Manager in writing stating the

reasons for the change. Neither the Contractor nor the City shall own the “float”. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Construction Manager. Any omission of work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such work within any applicable completion date.

2.0 REPORTS

The following reports shall be submitted with the Base Schedule:

- a. CPM Schedule: A CPM network report sorted by I-J or activity number which lists each activity description, early start and finish dates, preceding and succeeding activities and restraints, including lead/lag durations. The report shall show the critical path.

CPM network report sorted by total float.

CPM network report sorted by early start.

3.0 WEATHER CONDITIONS

Seasonal weather conditions shall be considered in the planning and scheduling of work influenced by high or low ambient temperatures or precipitation to ensure the completion of the Work within the Contract Time. No time extensions will be granted for the Contractor’s failure to take into account such weather conditions for the location of the Work and for the period of time in which the Work is to be accomplished.

The expected loss of working days specified in the Supplementary Conditions, Paragraph 00810-4.0, **WEATHER DAYS**, shall be included in a separate identifiable critical activity labeled “Weather Days Allowance” to be included at the end of the project schedule. When weather days are experienced, and are approved as such by the Construction Manager, the Contractor shall either:

- a. Increase the duration of the current critical activity(ies) by the number of weather days experienced, or
- b. Add a critical activity to the schedule to reflect the occurrence of the weather day(s).

The duration of the weather day allowance activity shall be reduced as weather days are experienced and included in the schedule. Any remaining weather days

in the weather day allowance activity at the completion of the project shall be considered as float and shall not be for the exclusive use or benefit of either the City or Contractor.

4.0 UPDATES

4.1 Submittal Period

The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty (30) days ending around the 30th of each month. The monthly reports shall be submitted within ten (10) days of the end of the reporting period.

The City will retain an amount equal to 25 percent of the estimated value of the work performed during each estimate period in which the Contractor fails to submit an acceptable schedule or schedule update conforming to the requirements of this section, as determined by the Engineer. Schedule retentions will be released for payment on the next monthly estimate for partial payment following the date that acceptable schedules are submitted to the Engineer or as otherwise specified herein. Retentions held in conformance with this section shall be in addition to other retentions provided for in the contract. No interest will be due the Contractor on retention amounts.

4.1.1 All Monthly Updates - All monthly updates shall include as a minimum:

- a. Tabulation reports for the following sorts:
 1. I-J [or Activity] Numbers
 2. Total Float
 3. Early Start
 4. Logic report of proceeding and succeeding activities with all restraints indicated (precedence schedules only)
- b. Narrative Report - The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the work actually completed and scheduled, the remaining duration, and the progress along the critical path in terms of days ahead or behind the allowable dates as of the report date. Any changes made by the Contractor to the schedule, including I-J (or Activity) numbers and activity descriptions, shall be listed.

The Contractor shall submit a narrative report with each monthly update which shall include but not be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

4.2 Schedule Review

Once each month, on a date mutually agreed upon, but no later than seven (7) working days after the submittal of the monthly update specified herein, a jobsite meeting will be held to review the Construction Schedule, job progress and the monthly update, or the Construction Manager will provide written comments on the monthly update.

5.0 TIME IMPACT ANALYSES

- 5.1 When change orders are initiated, delays are experienced, or the Contractor desires to revise the schedule logic, the Contractor shall submit to the Construction Manager a written Time Impact Analysis illustrating the influence of each change, delay, or Contractor request on the current schedule completion date prepared at Contractor's cost.
- a. Each Time Impact Analysis shall include an analysis demonstrating how the Contractor proposes to incorporate the change order, delay, or Contractor request into the Schedule.
 - b. The analysis shall demonstrate the time impact based on the date of occurrence of the change, delay or revision; the status of construction at that point in time; and the impact of all affected activities.

6.0 WEEKLY ACTIVITIES PLAN

On the last working day of every week or one business day prior to the weekly progress meeting, the Contractor shall submit to the Construction Manager the Contractor's Plan of Activities for the following three weeks. The Plan of Activities shall describe the activity and location of the activity and include the activity's I-J or Activity number as provided in the Construction Schedule.

*****END OF SECTION*****

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

1.0 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall submit at its own expense submittals and details of equipment, material, and other appurtenances as required in technical specifications.

All submittals and supporting data, catalogs, schedules, etc., shall be submitted as the instruments of the Contractor, who shall be responsible for their accuracy and completeness and coordination. Such responsibility shall not be delegated in whole or part to subcontractors or suppliers. These submittals may be prepared by the Contractor, subcontractors, or suppliers, but the Contractor shall ascertain that submittals meet all of the requirements of the Contract Documents, while conforming to structural, space, and access conditions at the point of installation. Designation of work "by others," if shown in submittals, shall mean that the work will be the responsibility of the Contractor rather than the subcontractor or supplier who prepared the submittals. The Contractor shall insure that there is no conflict with other submittals and notify the Construction Manager in each case where its submittal may affect the work of another contractor or the City. The Contractor shall insure coordination of submittals among the related crafts and subcontractors.

Submittals shall be prepared in such form that data can be identified with the applicable Specification paragraph. The data shall clearly demonstrate compliance with the Contract Plans and Specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portion of the data is applicable to this project.

2.0 TRANSMITTAL PROCEDURES

2.1 Virtual Project Manager (VPM)

A. Submittal Procedure

- a. The Contractor shall utilize the agency's online cloud-based project management system (Virtual Project Manager) for submittals.

B. Virtual Project Manager (VPM) allows for paperless documentation and project administration. All posted information is available to all personnel

involved with the project at any time using the internet.

- C. The use of VPM by the Contractor is mandatory. Access to VPM will be provided at no cost to the contractor.
- D. In order to utilize VPM, the contractor needs a computer, internet access, a digital camera, and a scanner. For more information, go to www.virtual-pm.com. To Login, from the homepage, select LOGIN and enter the Username and Password that will be provided to you by the agency.
- E. The contractor shall use the following features:
 - 1. Daily Logs: Contractor's daily reports shall be entered electronically via VPM.
 - 2. Change Order Manager: Contractor requests for change order shall be submitted electronically via VPM.
 - 3. Transmittals: Schedules, Pay applications, etc. shall be submitted electronically via VPM.
 - 4. Submittals: Submittals requiring approval shall be submitted electronically via VPM.
 - 5. RFIs: Requests for information (RFIs) shall be submitted electronically via VPM.

2.2 **Transmittal Form**

A separate transmittal form shall be used for each specific item, class of material, equipment, and items specified in separate, discrete sections, for which the submittal is required. Submittal documents common to more than one piece of equipment shall be identified with all the appropriate equipment numbers. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are so functionally related that expediency indicates checking or review of the group or package as a whole. The specification section to which the submittal is related shall be indicated on the transmittal form.

A unique number, sequentially assigned, shall be noted on the transmittal form accompanying each item submitted. Original submittal numbers shall have the following format: "XXXXX.YYY"; where "XXXXX" is the specification section number assigned by and "YYY" is sequential item number within a given submittal. Resubmittals shall have the following format: "XXXXX-YYA"; where "XXXXX.YYY" is the originally assigned submittal number and "A" is a sequential letter assigned for resubmittals, e.g., A, B, or C being the 1st, 2nd, and 3rd resubmittals, respectively.

Submittal 01340.025B, for example, is the second resubmittal of submittal 25, under specification section 01340.

2.3 **Deviations From The Contract**

If the submittals show any deviations from the Contract requirements, the Contractor shall submit with the submittal submission a separate written description of such deviations and the reasons therefor. If the City accepts such deviation, the City shall issue an appropriate Contract Change Order, except that, if the deviation is minor, or does not involve a change in price or in time of performance, a Change Order need not be issued. If any deviations from the Contract requirements are not noted on the submittal, the review of the shop drawing shall not constitute acceptance of such deviations.

2.4 **Submittal Completeness**

The Contractor shall check all submittals before submitting them to the Construction Manager and shall certify on the transmittal letter and on each shop drawing that they have been checked, are in compliance with the Plans and Specifications, and all deviations from the Contract requirements are noted.

If the Contractor submits an incomplete submittal, the submittal will be returned to the Contractor without review. A complete submittal shall contain sufficient data to demonstrate that the items comply with the Specifications, shall meet the minimum requirements for submissions cited in the technical specifications, shall include materials and equipment data and seismic anchorage certifications where required, and shall include any necessary revisions required for equipment other than first named.

It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Construction Manager at least by the second submission of data. The City reserves the right to deduct monies from payments due the Contractor to cover additional costs of review beyond the second submission.

2.5 **Submittal Period**

All submittals shall be completed within ten (10) days after Notice to Proceed by the City, unless the Construction Manager accepts an alternate schedule for submission of submittals proposed by the Contractor.

3.0 REVIEW PROCEDURE

Submittals shall be submitted to the Construction Manager for review and returned within ten (10) working days after receipt. Review of submittals by the Design Consultant has as its primary objective the completion for the City of a project in full conformance with the Contract Plans and Specifications, unmarred by field corrections, and within the time provided. In addition to this primary objective, submittal review as a secondary objective will assist the Contractor in its procurement of equipment that will meet all requirements of the project Plans and Specifications, will fit the structures detailed on the Plans, will be completed with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility.

After review by the Design Consultant of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:

- A. **NO EXCEPTIONS TAKEN (RESUBMITTAL NOT REQUIRED)** - Accepted subject to its compatibility with future submissions and additional partial submissions for portions of the work not covered in this submission. Does not constitute approval or deletion of specified or required items not shown in the partial submission.
- B. **SUPPLY AS NOTED (RESUBMITTAL NOT REQUIRED)** - Same as A, except that minor corrections as noted shall be made by the Contractor.
- C. **MAKE CORRECTIONS NOTED (RESUBMIT)** - Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Design Consultant.
- D. **REJECTED (RESUBMIT)** - Submitted material does not conform to Plans and Specifications in major respect., i.e.: wrong size, model, capacity, or material.

Items A and B above (no resubmittal required) are considered "favorable review." Items C and D above (correction and resubmittal required) are considered "unfavorable review."

It shall be the Contractor's responsibility to copy and/or conform reviewed submittals in sufficient numbers for its files, subcontractors, and vendors.

4.0 EFFECT OF REVIEW OF CONTRACTOR'S SUBMITTALS

The Design Consultant's favorable review of submittals shall be obtained prior to the fabrication, delivery and construction of items requiring submittal review.

Favorable review of submittals does not constitute a change order to the Contract requirements.

The favorable review of all submittals by the Design Consultant shall apply in general design only and shall in no way relieve the Contractor from responsibility for errors or omissions contained therein. Favorable review by the Design Consultant shall not relieve the Contractor of its obligation to meet safety requirements and all other requirements of laws, nor constitute a Contract Change Order. Favorable review by the Design Consultant will not constitute acceptance by the Design Consultant of any responsibility for the accuracy, coordination, and completeness of the submittals or the items of equipment represented on the submittals.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

*****END OF SECTION*****

SECTION 01400 QUALITY CONTROL

1.0 QUALITY CONTROL

All materials and equipment shall be new and of the specified quality and equal to the samples found to be acceptable by the Design Consultant if samples have been submitted. It shall be the duty of the Contractor to call the Construction Manager's attention to apparent errors or omissions and request instructions before proceeding with the Work. The Construction Manager may, by appropriate instructions, correct errors and supply omissions at Contractor's cost (except for errors and omissions for which the City is responsible) which instructions shall be as binding upon the Contractor as though contained in the original Contract Documents. As to errors and supply omissions for which the City is responsible, the Construction Manager shall obtain City's approval prior to incurring extra cost.

At the option of the Construction Manager, materials and equipment to be supplied under this Contract will be tested and inspected either at their place of origin or at the site of the Work. The Contractor shall give the Construction Manager written notification at least 15 days prior to the shipment of materials and equipment to be tested and inspected at point of origin. Satisfactory tests and inspections at the point of origin shall not be construed as a final acceptance of the materials and equipment nor shall such tests and inspections preclude retesting or reinspection at the site of the Work.

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The adopted QAP can be found at the following link: <https://www.cityofgilroy.org/DocumentCenter/View/12354>

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP. Inspection of the Work by the City, Construction Manager and/or Design Consultant shall not relieve the Contractor of its obligations to conduct comprehensive inspections of the Work and to furnish materials and perform acceptable Work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

2.0 INSPECTION

All work and materials are subject to the inspection of the Construction Manager. The Contractor shall notify the Construction Manager two (2) working days prior to the date of the requested inspection. If the Specifications, the Construction Manager's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give timely notice, in writing, of its readiness for inspection. Unless otherwise determined by the Construction Manager, all inspections shall be done only in the presence of the Construction Manager or its authorized representatives. The City, Construction Manager, Design Consultant and authorized government agents and their representatives shall at all times be provided safe access to the Work wherever it is in preparation or progress and to all warehouses and storage yards wherein materials and equipment are stored, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access. Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract, and improper work will be subject to rejection. Work and materials not meeting such requirements shall be made good, and unsuitable work or materials may be rejected; notwithstanding that such work or materials have been previously inspected by the Construction Manager or that payment therefor has been included in a progress estimate.

No portion of any work or installed materials shall be covered or concealed in any manner whatsoever without first being inspected by the Construction Manager. If any work should be covered up without the approval or consent of the Construction Manager, the Construction Manager shall have the authority to require that such work be uncovered for examination; defective work, if any, corrected; and recovered *all* at the Contractor's expense.

3.0 SAMPLES AND TESTS

At the option of the Construction Manager, the source of supply of materials for the Work shall be subject to tests and inspection before the delivery is started and before such materials are used in the Work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of materials to be used in the Work in sufficient quantities or amounts for testing or examination.

All tests of materials furnished by the Contractor shall be made in accordance with the commonly recognized standards of national technical organizations, and such special methods and tests as are prescribed in the Contract Documents.

Certificates of compliance shall be provided by the Contractor as required in the Technical Specifications.

3.1 **Sampling**

The Contractor shall furnish such samples of materials as are requested by the Construction Manager, without charge. No material shall be used until the Construction Manager has had the opportunity to test or examine such materials. Samples will be secured and tested whenever necessary to determine the quality of the material. Samples and test specimens prepared at the jobsite, such as concrete test cylinders, shall be taken or prepared by the Testing Firm in the presence and with the assistance of the Contractor.

3.2 **Testing**

Unless otherwise provided, all testing for asphalt concrete, concrete, water and soils shall be at the Contractor's expense and shall be performed by the Contractor's designated representative. Any retesting required due to failed test or defective material or sample shall be at the Contractor's expense. When required by the Contract or the Construction Manager, the Contractor shall furnish, at no extra charge, certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory. **Contractor shall provide the City with a production report for every 750 tons of Type A HMA but not less than one per paving day. Testing shall be per the 2022 California Department of Transportation Standard Specifications.**

3.3 **Test Standards**

All sampling, specimen preparation, and testing of materials shall be in accordance with the standards of nationally recognized technical organizations.

The physical characteristics of all materials not particularly specified shall conform to the latest standards published by the American Society for Testing Materials, where applicable.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

*****END OF SECTION*****

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1.0 GENERAL

The Contractor shall provide all temporary facilities and utilities required for prosecution of the work, protection of employees and the public, protection of the work from damage by fire, weather or vandalism, and such other facilities as may be specified or required by any legally applicable law, ordinance, rule, or regulation.

2.0 TEMPORARY UTILITIES

2.1 Electrical Service

The Contractor shall arrange, at its own cost, with the local utility to provide adequate temporary electrical service at a mutually agreeable location. The Contractor shall then provide adequate jobsite distribution facilities conforming to applicable codes and safety regulations. The Contractor shall provide, at its own cost, all electric power required for construction, testing, general and security lighting, and all other purposes whether supplied through temporary or permanent facilities.

2.2 Water

The Contractor shall pay for and shall construct all facilities necessary to furnish water for its use during construction. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.

2.3 Temporary Lighting

The Contractor shall provide temporary lighting in all work areas sufficient to maintain a lighting level during working hours not less than the lighting level required by California OSHA standards. As permanent lighting facilities are completed they may be used in lieu of temporary facilities, provided, however, that bulbs, lamps, or tubes of such facilities used by the Contractor shall be replaced prior to final acceptance of the Work.

2.4 Heating and Ventilation

The Contractor shall provide means for heating and ventilating all work areas as may be required to protect the Work from damage by freezing, high temperatures, weather, or to provide a safe environment for workers. Unvented direct fired heaters shall not be used in areas where freshly placed concrete will be exposed to the combustion gases until at least two hours after the concrete has attained its initial set.

2.5 Sanitary Conveniences

The Contractor shall provide suitable and adequate sanitary conveniences for the use of all persons at the site of the Work. Such conveniences shall include chemical toilets or water closets and shall be located at appropriate locations at the site of the Work. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Work, all such sanitary conveniences shall be removed and the site left in a sanitary condition.

3.0 CONSTRUCTION FACILITIES

Construction hoists, elevators, scaffolds, stages, shoring, and similar temporary facilities shall be of ample size and capacity to adequately support and move the loads to which they will be subjected. Railings, enclosures, safety devices, and controls required by law or for adequate protection of life and property shall be provided.

3.1 Staging and Falsework

Temporary supports shall be designed by a professional registered engineer with an adequate safety factor to assure adequate load bearing capability. If requested by the City's Representative, the Contractor shall submit design calculations for staging and shoring prior to application of loads.

Excavation support shall be in accordance with Section 00700-4.12, **Safety**.

3.2 Temporary Enclosures

When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of employees or the public are in progress, the area of activity shall be enclosed adequately to contain the dust, over-spray, or other hazard. In the event there are no

permanent enclosures of the area, or such enclosures are incomplete or inadequate, the Contractor shall provide suitable temporary enclosures.

3.3 Warning Devices and Barricades

The Contractor shall adequately identify and guard all hazardous areas and conditions by visual warning devices and, where necessary, physical barriers. Such devices shall, as a minimum, conform to the requirements of Cal/OSHA.

3.4 Above Grade Protection

On multi-level structures, the Contractor shall provide safety protection that, as a minimum, shall meet the requirements of Title 8, California Code of Regulations.

3.5 Use of Explosives

All persons engaged in the activities of receiving, storing, using, handling or transporting any explosives must obtain a permit from the Fire Prevention Bureau; and all work shall be governed by the Health & Safety Code and any amendments or existing Articles of the National Board of Fire Underwriters Fire Prevention Code. The Contractor must notify the Construction Manager at least 14 days prior to the use of explosives.

4.0 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor shall be responsible for the protection of public and private property at and adjacent to the Work and shall exercise due caution to avoid damage to such property.

The Contractor shall repair or replace all existing improvements which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) and are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original conditions and location as is reasonably possible.

The Contractor shall give reasonable notice to occupants or City of adjacent

property to permit them to salvage or relocate plants, trees, fences, sprinklers, and other improvements within the right-of-way which are designated for removal or would be destroyed because of the Work.

5.0 PROJECT SECURITY

The Contractor shall make adequate provision for the protection of the Work area against fire, theft, and vandalism, and for the protection of the public against exposure to injury.

5.1 Fire Extinguisher

Sufficient number of fire extinguishers of the type and capacity required to protect the Work and ancillary facilities, shall be provided and maintained in readily accessible locations.

5.2 Temporary Fences

Except as otherwise provided, the Contractor shall enclose the site of the Work with a fence adequate to protect the Work and temporary facilities against acts of theft, violence, or vandalism.

In the event all or a part of the site is to be permanently fenced, this permanent fence or a portion thereof may be built to serve for protection of the Work site, provided however, that any portions damaged or defaced shall be replaced prior to final acceptance.

Temporary openings in existing fences shall be protected to prevent intrusion by unauthorized persons. During night hours, weekends, holidays, and other times when no work is performed at the site, the Contractor shall provide temporary closures or guard service to protect such openings. Temporary openings shall be fenced when no longer necessary.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor

6.0 ACCESS ROADS

Access roads shall be maintained to all storage areas and other areas to which frequent access is required. Similar roads shall be maintained to all existing facilities on the site of the Work to provide access for delivery of material and for maintenance and operation. Where such temporary roads cross buried utilities that might be injured by the loads likely to be imposed, such utilities shall be

adequately protected by steel plates or wood planking, or bridges shall be provided so that no loads shall discharge on such buried utilities.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor

7.0 SPECIAL CONTROLS

The Contractor shall take all reasonable means to minimize inconvenience and injury to the public by dust, noise, diversion of storm water, or other operations under its control.

7.1 Dust Control

The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to agencies having jurisdiction. Haul routes shall be kept visibly wet during excavation and hauling operations.

Unless the construction dictates otherwise, and unless otherwise approved by the City's Representative, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle at least once each working day to keep paved areas acceptably clean whenever construction, including restoration, is incomplete.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

7.2 All sound control requirements shall conform to Section 14-8 Noise and Vibration of the Standard Specifications.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

7.3 Noise Abatement

Operations at the Worksite shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to construction activity shall not exceed

the levels specified by local ordinance.

Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

7.4 **Working Hours**

With the exception of the road segments listed in Section 7.5, Segment Specific Work Hours, construction shall be allowed only between the hours of seven-thirty (7:30) A.M. and four-thirty (4:30) P.M. Monday through Friday. Construction activities shall not occur on Sundays or City holidays, which include New Year's Day, Martin Luther King, Jr. Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day. "Construction Activities" are defined as including but not limited to, excavation, grading, paving, demolitions, construction, alteration or repair of any building, site, street or highway, delivery or removal of construction material to a site, or movement of construction materials on a site. Deviations from these working hours are subject to City Engineer approval.

Construction within one block of any school shall not begin before 9:00 a.m. and shall be completed for the day no later than 2:00 p.m. while schools are in session. The Contractor shall be responsible to coordinate with the Gilroy Unified School District and each school that is impacted by the project.

The Contractor shall be responsible for any inspection and additional administration costs incurred by the City, or its agents and representatives, for work by the Contractor outside the hours defined above on weekdays, or any work on weekends or holidays recognized by the City. Such costs shall be withheld from the succeeding monthly progress payment. Any work in Section 01010, **SUMMARY OF WORK**, specifically required to be performed outside the normal working hours is excluded from the provisions of this paragraph.

On a case-by-case basis, the Contractor can request permission for emergency construction work outside the normal working hours defined above.

7.5 **Segment Specific Work Hours**

Work on the following road segments shall be performed between the hours of 8:00 PM and 6:00 AM.

1. Tenth Street from Alexander Street to approximately 540 feet east of Alexander Street.
2. Tenth Street from approximately 540 feet east of Alexander Street to approximately 250 feet west of the US 101 southbound ramps.
3. Automall Parkway from Tenth Street to approximately 100 feet south of Tenth Street.

7.6 **Drainage Control**

In all construction operations, care shall be taken not to disturb the existing drainage pattern whenever possible. Particular care shall be taken not to direct drainage water onto private property. Drainage water shall not be diverted to streets or drainage ways inadequate for the increased flow. Drainage means shall be provided to protect the Work and adjacent facilities from damage due to water from the site or due to altered drainage patterns from construction operations.

Temporary provisions shall be made by the Contractor to insure the proper functioning of gutters, storm drain inlets, drainage ditches, culverts, irrigation ditches, and natural water courses.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor

7.7 **Construction Cleaning**

The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the Work. All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Upon completion of the construction, the Contractor shall remove all temporary structures, temporary paint and marking, rubbish, and waste materials resulting from its operations.

Construction cleaning shall be coordinated with the scheduled events

described in Section 2.0, Work Sequence and Constraints.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor

7.8 **Disposal of Material**

The Contractor shall make arrangements for disposing of materials outside the Site and the Contractor shall pay all costs involved. The Contractor shall first obtain permission from the City on whose property the disposal is to be made and absolve the City from any and all responsibility in connection with the disposal of material on said property. When material is disposed of as above provided, the Contractor shall conform to all required codes pertaining to grading, hauling, and filling of earth.

All contractors doing business with the City of Gilroy are required to utilize the City's exclusive franchised contractor (**Recology, 1351 Pacheco Pass Highway, Gilroy, CA, phone (408) 842-3358**) for solid waste services, except for services for source-separated recyclables materials that will not enter a landfill facility.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

7.9 **Parking and Storage Areas**

All stockpiled materials and parked equipment at the job site shall be located to avoid interference with private property and to prevent hazards to the public. Locations of stockpiles, parking areas, and equipment storage is the responsibility of the contractor and must be approved by the City's Representative. All parking and storage areas must be shown on the SWPPP/WPCP. All staging areas within any undeveloped area will require a Habitat Conservation Permit (HCP) prior to use. The contractor is responsible for acquiring such permit prior to occupancy.

The Contractor shall not base the bid on storing equipment or materials within the road right-of-way. Approval for any staging location is required prior to start of work. If the Contractor is authorized to use any portion of a street or parking lot or other location on City property for their operations, they shall repair the area as required by the engineer and fog seal and restripe to the limits required by the Engineer at no additional cost to the City.

8.0 TRAFFIC REGULATION

8.1 General

The Contractor shall take all necessary steps to minimize inconvenience to the general public throughout all work under this Contract. No driveways or private roads shall be blocked without prior approval from the City and the property owner. Access must be restored during all non-working hours.

At least one lane of traffic in each direction must be kept open at all times unless prior approval is provided by the City and any affected agency. No roads shall be blocked or made inaccessible, due to the Contractor's work, without prior written approval of the City and the affected agencies.

The Contractor shall not block or obstruct fire lanes at any time.

Payment for compliance with this section is deemed to be included in the traffic control bid item.

8.2 Haul Routes

Prior to the pre-construction conference, the Contractor shall submit for approval the proposed route(s) for all construction traffic on the project. This shall include any designated routes, if any, shown on the Contract Drawings. Upon approval, the Contractor shall strictly adhere to that route(s) only, unless written permission is obtained to change the route(s). Contractor shall use the City designated truck routes as much as possible. The City designated truck routes can be found at the following website: <https://www.cityofgilroy.org/244/Encroachment-and-Transportation-Permits>

8.3 Traffic Control

Traffic control shall be in accordance with the latest Manual on Uniform Traffic Control Devices (MUTCD, MUTCD 2014 California Supplement, or most recent edition). The Contractor shall submit for approval, by the City and any other applicable agency, its traffic control plans prior to work on public streets.

Contractor shall submit a traffic control plan prepared by a licensed California Professional Engineer with experience in traffic control for approval to the City Engineer or Representative a minimum of ten (10)

working days prior to any work within an existing public street. Contractor shall provide all necessary traffic control in accordance with the latest edition of the MUTCD and MUTCD CA Supplement while working within the public right-of-way. Two traffic lanes (10' min.) shall be open to vehicular traffic during all hours, weekends, and holidays. One lane, two-way traffic control may be permitted under the control of not less than 2 (two) competent flagmen during construction operations. Lane closures, street closures and detours shall only take place upon City Engineer approval.

The City Engineer shall be notified of any closure date and its duration at least five (5) working days in advance of closure. Contractor shall provide sufficient access for emergency vehicles through the project site at all times.

Traffic control shall include signs, warning lights, reflectors, barriers, and other necessary safety devices and measures, including sufficient flaggers to direct vehicular traffic through the construction areas.

No material or equipment shall be stored/parked where it will interfere with the free and safe passage of public traffic, and at the end of each day's work, and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from the public right-of-way.

Should the Contractor appear to be negligent in furnishing warning and protective measures, as above provided, the City's Representative may direct attention to the existence of a hazard, and the necessary warning and protective measures shall be furnished and installed by the Contractor at its expense.

The Contractor shall submit a Temporary Pedestrian Access Route plan for review and approval by the Engineer per section 12-4.04. Contractor shall provide a minimum of one direction of travel for pedestrians at all times. At four-legged intersections, the contractor may only close two curb ramps at one time. In no event shall the pedestrian detour route be longer than 1200 feet.

After the City has applied and obtained the Encroachment Permit, the contractor must apply and obtain the double permit required by Caltrans for all work to be performed by the Contractor in Caltrans right of way. The Contractor is responsible for determining the need for and obtaining the requisite permits. The Contractor shall submit signed copies of all

Contractor obtained permits to the Engineer prior to beginning any work. Once obtained, the Contractor shall be responsible for complying with all permit conditions.

Payment for compliance with this section is deemed to be included in the traffic control bid item.

9.0 PROJECT SIGN

The Contractor shall provide, install and maintain for the duration of the project two (2) project signs as designated below. The signs shall be installed within ten (10) days of Notice to Proceed and shall be installed where directed by the Engineer or Construction Manager. The sign shall be in accordance with the details shown in Appendix A. The sign shall be self-supporting on secure foundation, rigidly braced and framed to resist loadings.

Signs shall be 96" x 60" if placed on conventional highways and 48" x 30" if placed on local roadways. Signs shall be removed at the end of the project.

Furnishing and installing funding signs as shown on the plans, as specified in these special provisions, and as directed by the Engineer is paid as part of "Traffic Control" and no additional compensation will be allowed therefor.

10.0 PROJECT OFFICE

The Contractor shall maintain project copies of the Contract Documents, project progress records, project schedule, shop drawings, and other relevant documents which shall be accessible to the City and City's Representative during normal working hours.

11.0 PUBLIC NOTIFICATION

Prior to Start of Project

As determined by the City designee/construction manager, all residents and businesses affected by the project shall be provided notice, in writing in the form of a door knob hanger. At a minimum, all properties within 500 feet of the project limits shall be notified. Written notice to residents and businesses shall inform them of the scope of the project, all streets to receive work shown on an 8 ½" x 11" map handout, and the day(s) and date(s) work will be done on each sheet. Written notice shall be reviewed and approved by the Construction Manager prior to being sent.

The Contractor shall deliver two (2) notices. The first notice shall be given to the public at least two weeks prior to any construction. Where apartment complexes and office complexes are affected by the work, the Contractor shall also deliver notices to each tenant. Posting notices on a common mailbox will not be considered acceptable notification.

The Contractor shall deliver a second written notice to the public 72 hours prior to starting work on their street. Such notices shall at minimum give the start date of the work, daily schedule for the proposed work, typical parking restriction for the work, the times of any restricted driveway access, the Contractor's Representative name and phone number, and any other information requested by the Engineer.

The Contractor's Representative shall deliver notices to the Engineer 48 hours prior to posting, for Engineer's review. The Engineer shall approve all notices for content prior to actual delivery. Sample notices are included as a part of this specification (see Appendix B). When required by the Engineer, the text of such notices shall be printed in English with the reverse side in Spanish.

The Contractor shall make all necessary arrangements prior to start of work on a street. A minimum of 72 hours advance notice must be provided to the following:

- | | |
|-----------------------------------|----------------|
| 1. City Engineering Division | (408) 846-0223 |
| 2. City Police Department | (408) 846-0350 |
| 3. City Fire Department | (408) 846-0379 |
| 4. United States Post Office | (408) 842-1354 |
| 5. Recology (Waste Collection) | (408) 842-3358 |
| 6. VTA (Gilroy Area Transit) | (408) 321-2300 |
| 7. St. Louise Hospital | (408) 848-2000 |
| 8. Gilroy Unified School District | (669) 205-4095 |

12.0 PARKING RESTRICTIONS AND POSTING FOR TOW AWAY

A. "NO PARKING" signs posted by the Contractor shall be of heavy card stock and be a minimum dimension of 12" x 18". Background color shall be white and letters shall be printed in red water-resistant ink except that day, date, time of restriction and date posted may be printed in blue or black water-resistant ink. The signs shall be printed with

the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, date, and time of the particular restriction shall be printed below the above-mentioned wording in characters of not less than 1.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three or four letters; date or dates of restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign. Each sign shall list the name and local phone number of the Contractor's Representative in letters of not less than 0.75 inch in height; the Contractor shall staff such phone lines to answer all phone inquiries by the public between the hours of 7 a.m. and 6 p.m. on working days.

If the schedule changes the Contractor shall immediately remove or modify incorrect signage to indicate the correct day and date of operation to be performed. Reposting of "No Parking" restrictions shall be no less than 72 hours before restriction becoming effective.

B. Signs shall be mounted such that the wording "NO PARKING" is at an elevation at least three feet and not more than seven feet above the adjacent street or gutter flowline. Signs may be tied with string to trees and utility poles, taped to existing sign poles, or mounted to stakes, barricades or delineators provided by the Contractor.

C. The signs shall be placed as needed to control the parking of cars within the construction zone; and in no case shall they be placed at intervals in excess of 30 feet apart along each side of the roadway where there are no driveways. Where streets exist with numerous driveways, signs shall be placed between each driveway but in no case more than 30 feet apart. Sign placement shall be approved by the Engineer.

D. Signs shall be posted and maintained by the Contractor for a minimum period of 72 hours prior to the restrictions becoming effective and may be modified to 96 hours as required by the Engineer. Streets which have time restricted parking shall be posted and maintained for 72 hours prior to the restrictions becoming effective. The Contractor shall promptly reset or replace all missing, damaged or defective signs. Signs shall be checked daily. Upon completion of the work, all signs, stakes, and barricades or delineators shall be promptly and completely removed and disposed by the Contractor.

E. The contractor is required to complete all work on the day the posting is designated for. If the contractor does not complete work on the designated day on a posted street the contractor is required to immediately post Work Canceled signs over the No Parking signs, shall notify all residents on the affected street that the work has been canceled and why it has been canceled and approximately when it will be rescheduled. Once rescheduled, the Contractor shall notice and post as required by these specifications. Additional documentation will be required by the Engineer to confirm work is being completed on time.

F. For removal of parked vehicles, the Contractor's Representative shall coordinate

with the City Inspector and the Police Department at (408-846-0350) not less than two hours prior to the needed removal time with the address nearest the parked vehicle, make, model, color, and license number. The Police Department shall coordinate all vehicle removals. The City shall not be responsible for any delay or additional costs associated with the removal of parked cars that obstruct the construction operation.

G. If a vehicle owner successfully contests a towing citation in court, and his or her citation is dismissed for causes related to the Contractor's failure to perform the requirements of this section, the Contractor shall reimburse the City for the cost of any claims associated with the towing citation.

H. The Contractor's Representative shall notify the City Inspector and Police Department in writing, with a map and time and date of posting, upon posting of the parking restrictions for a particular street.

I. To verify the posting of "NO PARKING" signs have been completed accurately, photographic evidence must be submitted to 72hour@cityofgilroy.org 72 hours prior to the date and time of parking restrictions. Additional guidance on "NO PARKING" requirements are provided in Appendix C of these Specifications (shown in reduced format).

*****END OF SECTION*****

SECTION 01600

MATERIAL AND EQUIPMENT

1.0 STORAGE OF MATERIALS

Materials shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work. When considered necessary by the Construction Manager, materials shall be placed on platforms or other hard, clean surfaces, and covered when directed.

Materials shall be stored so as to facilitate inspection. Storage areas shall be suitably fenced, if necessary to protect the public or the material.

Unless otherwise designated in the General Requirements, locations and arrangements for storage sites for materials and equipment outside the limits of work, shall be selected and maintained by the Contractor at its expense. Full compensation for furnishing such storage sites as may be necessary or required by the Contractor shall be considered as included in the price bid and no additional compensation will be allowed therefor. The City shall be specifically exempted in any agreement from any liability incurred from the use of private property for construction purposes. Use of portions of the City's area at the site for materials and equipment storage shall be permitted only upon the approval of the Construction Manager.

Payment for compliance with this section is deemed to be included in the mobilization bid item.

2.0 HAZARDOUS MATERIALS

The storage and handling of potential pollution causing and hazardous materials, including but not necessarily limited to, gasoline, oil and paint shall be in accordance with all local, state and federal requirements. All hazardous materials shall be stored and handled in strict accordance with the Material Safety Data Sheets for the products. Material Safety Data Sheets, shall be submitted to the Construction Manager prior to the delivery of materials to the project.

Payment for compliance with this section is deemed to be included in the mobilization bid item.

3.0 MATERIAL AND EQUIPMENT SUBSTITUTIONS

3.1 General

Whenever products, materials or equipment are indicated in the Contract Documents by using the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. If the name is followed by the words "or equal" indicating that a substitution is permitted, products, materials or equipment of other suppliers may be accepted if sufficient information is submitted by the Contractor to allow the Construction Manager to determine that the products, material or equipment proposed is equivalent or equal to that named, subject to the following requirements:

1. The burden of proof as to the type , function, and quality of any such substitute product, material, or equipment shall be upon the Contractor.
2. The Construction Manager will be the sole judge as to the type, function, and quality of any such substitute and the Construction Manager's decision shall be final.
3. The Construction Manager may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute.
4. The City may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.
5. Acceptance by the Construction Manager of a substitute item proposed by the Contractor shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute.
6. The Contractor shall be responsible for resultant changes including design and construction changes and all additional costs resulting from the changes which the accepted substitution requires in the Contractor's Work, the Work of its Subcontractors and of other contractors, and shall effect such changes without cost to the City.

3.2 **Procedures**

The procedure for review by the Construction Manager will include the following:

1. If the Contractor wishes to provide a substitute item, the Contractor shall make written application to the Construction Manager on the "Substitution Request Form".
2. Unless otherwise provided by law or authorized in writing by the Construction Manager, the "Substitution Request Form(s)" shall be submitted within the 35-day period after award of the Contract.
3. Wherever a proposed substitute item has not been submitted within said 35-day period, or wherever the submission of a proposed substitute material or equipment has been judged to be unacceptable by the Construction Manager, the Contractor shall provide the product, material, or equipment indicated in the Contract Documents.
4. The Contractor shall certify that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, and be similar and of equal substance to that indicated, and be suited to the same use as that specified.
5. The Construction Manager will evaluate each proposed substitute within a reasonable period of time.
6. As applicable, no shop drawing submittals shall be made for a substitute item nor shall any substitute item be ordered, installed, or utilized without the Construction Manager's prior written acceptance of the Contractor's "Substitution Request Form".
7. The Construction Manager will record the time required by the Construction Manager in evaluating substitutions proposed by the Contractor and in making changes by the Contractor in the Contract Documents occasioned thereby. Whether or not the Construction Manager accepts a proposed substitute, the Contractor shall reimburse the City for the charges of the Construction Manager for evaluating each proposed substitute.

3.3 **Required Statements and Information**

The Contractor's application using the "Substitution Request Forms" shall contain the following statements and information which shall be considered by the Construction Manager in evaluating the proposed substitution:

1. The evaluation and acceptance of the proposed substitute will not prejudice the Contractor's achievement of substantial completion on time.
2. Whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents to adopt the design to the proposed substitute.
3. Whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty.
4. All variations of the proposed substitute from the items originally specified will be identified.
5. Available maintenance, repair, and replacement service will be indicated. The manufacturer shall have a local service agency (within 50 miles of the site) which maintains properly trained personnel and adequate spare parts and is able to respond and complete repairs within 24 hours.
6. Itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims of other contractors affected by the resulting change.

3.4

SUBSTITUTION REQUEST FORM

To:

Project:

Specified Item: Section _____ Page _____ Item Number _____ Paragraph _____

Description:

The undersigned requests consideration of the following:

Proposed Situation: (put N/A where not appropriate)

Manufacturer: _____ Color: _____

Model Number: _____ Material: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the requests; applicable portions of the data are clearly identified. Attached data also includes description of changes to Contract Documents which the proposed substitution requires for proper installation.

Submitted by:

Signature: _____ Title: _____

License Category: _____ License Number: _____

Firm: _____ Phone Number: _____

Address: _____

Telephone: _____ Fax: _____

***CITY ACTION:**

- C Accepted
- C Accepted as Noted
- C Not Accepted
- C Received too Late

By: _____ Date: _____

Remarks:

*****END OF SECTION*****

SECTION 01660 SYSTEM TESTING

The Contractor shall test the facilities or systems as specified in the Technical Specifications. The Contractor shall provide all other necessary facilities for conducting the tests, including but not limited to, personnel, power, water equipment, and chemicals. The Contractor shall provide a minimum of 24 hours' notice to the Construction Manager of its readiness and intent prior to each test.

*****END OF SECTION*****

SECTION 01700 CONTRACT CLOSEOUT

1.0 OPERATION AND MAINTENANCE

Prior to the delivery and installation of any item of machinery or equipment the Contractor shall submit the Operation and Maintenance Manual. The manual will be reviewed by the Construction Manager for general content, and the Construction Manager will advise the Contractor within five days of receipt if the manual is acceptable in general content for the delivery and installation of the equipment or machinery. No equipment or machinery shall be delivered or installed if the general content of the manual is found to be deficient. The final Operation and Maintenance Manuals must be submitted and favorably reviewed prior to final acceptance.

All manuals shall be bound and marked to indicate the specific equipment furnished for this project and shall include:

- a. Start-up instructions
- b. Assembly and disassembly instructions
- c. Trouble shooting instructions
- d. Lubrication instructions
- e. Maintenance and reinstallation instructions
- f. Parts identification
- g. List of spare parts recommended to have on hand
- h. Operator safety
- i. Installation drawings

In addition, all operation and maintenance manuals for electrical equipment shall include:

- a. Equipment ratings
- b. Calibration curves and rating tables if appropriate

Operation and maintenance manuals for complex equipment shall also include:

- a. Alternate specified operating modes
- b. Normal shutdown instructions
- c. Long term shutdown instructions

2.0 EQUIPMENT START-UP

After all acceptance tests have been completed by the Contractor and City but prior to final acceptance, the Contractor shall recheck all equipment for proper alignment and adjustment, check oil levels, relubricate all bearing and wearing points, and in general assure that all equipment is in proper condition for regular continuous operation.

3.0 FINAL CLEANING

Before final inspection of the Work, the Contractor shall clean the construction area, material sites, adjacent property and streets, and all ground occupied by the Contractor in connection with the Work of all rubbish, excess materials, form lumber, etc. All parts of the Work shall be left in a neat and presentable condition.

4.0 RECORD DRAWINGS

The Contractor shall keep at the Site a copy of the plans and specifications, including addenda and change orders, to which the Design Consultant, Construction Manager, and City's Representative shall have access at all times.

The Contractor shall maintain one (1) set of specifications and full size prints and mark thereon any deviation from plan dimensions, elevations, or orientations, and all changes from addenda, change orders, and clarifications. The Contractor shall submit the record drawings in good condition to the Construction Manager upon completion of the Work as a condition of acceptance of the Work. Marked prints shall be updated at least weekly and shall be available to the City and its representatives for review. The City may withhold partial payments if it does not find the record drawings to be satisfactory or if the record drawings are not kept, maintained or delivered as required by this Paragraph 01700-4.0 Record Drawings.

5.0 WARRANTY

The Contractor hereby agrees to make, at its own expense, all repairs or replacements (as directed by City at City's option) necessitated by defects in materials or workmanship, supplied under terms of this Contract, and pay for any damage to other works resulting from such defects, which becomes evident within one (1) year after the date of acceptance of the project or the Substantial Completion date whichever is later or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or

manufacturers of packaged equipment components. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City, the Construction Manager, and their officers, directors, agents and employees against and from all liabilities, claims, costs, expenses, losses and damages, including without limitation actual attorneys' fees and legal costs, arising in connection with any defects or Contractor's failure to repair or replace defects as required by this Paragraph 01700-5.0, Warranty.

The Contractor shall execute and submit a completed Warranty Form in the format as appended to this section for the Work, and any portion of the Work possessed in accordance with Paragraph 00700-3.5, **City's Right to Use or Occupy**. The Warranty Form shall be submitted prior to the Substantial Completion date or the final acceptance of the project or within five (5) days of the occupancy or use of a portion of the Work, whichever is applicable.

The Contractor shall, upon the receipt of notice in writing from the City, promptly make all repairs arising out of defective materials, workmanship, or equipment. The City is hereby authorized to make such repairs, and the Contractor and its Surety shall be liable for the cost thereof, if ten (10) days after giving of such notice to the Contractor, the Contractor has failed to make or undertake the repairs with due diligence. In case of emergency, where in the opinion of the City delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection therewith shall be charged to the Contractor, and its Surety shall be liable for the cost thereof.

Prior to the expiration of the Warranty period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds and maintenance requirements and determine required repair or replacement of defective items.

For the purpose of this paragraph, acceptance of the Work or a portion of the Work by the City, shall not extinguish any covenant or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not, in fact, been performed or fulfilled at the time of such acceptance. All covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

The City and the Contractor agree that warranty on the parts of the work possessed and used by the City in accordance with Paragraph 00700-3.5, **"City's Right to Use or Occupy,"** shall commence on the date that the City takes possession of such work and so notifies the Contractor in writing. The City and Contractor further

agree that such possession, and use of the work shall not be deemed as Substantial Completion or acceptance of any other part of the Work.

Contractor's warranty obligations under the Contract Documents are in addition to and not in lieu of all other rights and remedies that City has under the Contract Documents and applicable law. Nothing contained in this Paragraph 01700-5.0, Warranty, shall be construed to establish a period of limitations with respect to any obligations which the Contractor might have under the Contract Documents or applicable laws including without limitation its obligations under Paragraph 01700-5.0, Warranty. Establishment of the time period of one (1) year, as described in this Paragraph 01700-5.0, Warranty, relates only to these specific obligations of the Contractor to correct the Work if a defect becomes apparent during the warranty period, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations under the Contract Documents.

WARRANTY FORM

Warranty For

(Location)

We hereby guarantee the FY24 Citywide Pavement Rehabilitation Project (Project/Component) that we have constructed for a period of one (1) year from _____ the date of acceptance of the work/substantial completion by the (City of Gilroy).

The following are excluded from the provisions of this warranty:

We agree that if any of the equipment should fail due to any reason other than improper maintenance or improper operation, if any pipe or appurtenances should develop leakage, or if any settlement of fill or backfill occurs, or should any portion of the work fail to fulfill any of the requirements of the Specifications, we will, within ten days after written notice of such defects, commence to repair or replace the same together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with the above mentioned conditions within ten (10) days after being notified, or should the exigencies of the case require repairs or replacements to be made before we can be notified or respond to notification, we do hereby authorize the (City of Gilroy) to proceed to have the defect repaired and made good at our expense, and we will pay the cost therefor upon demand.

The warranty provided herein shall not be in lieu of, but shall be in addition to any warranties or other obligations otherwise imposed by the Contract Documents and by law.

Contractor:

Signed:

Title:

Date:

*****END OF SECTION*****

SECTION 02140 DEWATERING

PART 1 - GENERAL

1.1 THE REQUIREMENT

- A. The Contractor shall provide all labor, materials, and equipment necessary to dewater trench and structure excavations, in accordance with the requirements of the Contract Documents. The Contractor shall secure all necessary permits to complete the requirements of this Section of the Specifications.

1.2 CONTRACT SUBMITTALS

- A. Prior to commencement of excavation, the Contractor shall submit a detailed plan and operation schedule for dewatering of excavations. The Contractor may be required to demonstrate the system proposed and to verify that adequate equipment, personnel, and materials are provided to dewater the excavations at all locations and times, The Contractor's dewatering plan is subject to review by the Construction Manager.

1.3 QUALITY CONTROL

- A. It shall be the sole responsibility of the Contractor to control the rate and effect of the dewatering in such a manner as to avoid all objectionable settlement and subsidence.
- B. All dewatering operations shall be adequate to assure the integrity of the finished project and shall be the responsibility of the Contractor.
- C. Where critical structures or facilities exist immediately adjacent to areas of proposed dewatering, reference points shall be established and observed at frequent intervals to detect any settlement which may develop. The responsibility for conducting the dewatering operation in a manner which will protect adjacent structures and facilities rests solely with the Contractor. The cost of repairing any damage to adjacent structures and restoration of facilities shall be the responsibility of the Contractor.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. Dewatering, where required, may include the use of well points, sump pumps, temporary pipelines for water disposal, rock or gravel placement, and other means. Standby pumping equipment shall be maintained on the jobsite.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. The Contractor shall provide all equipment necessary for dewatering. It shall have on hand, at all times, sufficient pumping equipment and machinery in good working condition and shall have available, at all times, competent workmen for the operation of the pumping equipment. Adequate standby equipment shall be kept available at all times to insure efficient dewatering and maintenance of dewatering operation during power failure.
- B. Dewatering for structures and pipelines shall commence no later than when groundwater is first encountered, and shall be continuous until such times as water can be allowed to rise in accordance with the provisions of this Section or other requirements.
- C. At all times, site grading shall promote drainage. Surface runoff shall be diverted from excavations. Water entering the excavation from surface shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and be pumped or drained by gravity from the excavation to maintain a bottom free from standing water.
- D. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the subgrade soils at proposed bottom of excavation.
- E. If foundation soils are disturbed or loosened by the upward seepage of water or an uncontrolled flow of water, the affected areas shall be excavated and replaced with drain rock at no additional cost to the City.
- F. The Contractor shall maintain the water level below the bottom of excavation in all work areas where groundwater occurs during excavation construction, backfilling, and up to acceptance.

- G. Flotation shall be prevented by the Contractor by maintaining a positive and continuous removal of water. The Contractor shall be fully responsible and liable for all damages which may result from failure to adequately keep excavations dewatered.
- H. If well points or wells are used, they shall be adequately spaced to provide the necessary dewatering and shall be sandpacked and/or other means used to prevent pumping of fine sands or silts from the substance. A continual check by the Contractor shall be maintained to ensure that the subsurface soil is not being removed by the dewatering operation.
- I. The Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property and in conformance with all applicable rules, regulations, and permits. Contractor shall be responsible for obtaining any permits and performing any testing that may be necessary to dispose of water. No water shall be drained into Work built or under construction without prior consent of the Construction Manager. Water shall be filtered using an approved method to remove sand and fine-sized soil particles before disposal. Discharge of this water back into the creek will not be allowed.
- J. The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted backfill and prevent flotation or movement of structures, pipelines, and sewers.
- K. Dewatering of trenches and other excavations shall be considered as incidental to the construction of the Work and all costs thereof shall be included in the various contract prices in the Bid Forms, unless a separate bid item has been established for dewatering.

Payment for compliance with this section is deemed to be included in the various items of work and no additional compensation will be allowed therefor.

*****END OF SECTION*****

TECHNICAL SPECIFICATIONS

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DIVISION I GENERAL PROVISIONS

1 GENERAL

The work embraced herein must conform to the provisions in the 2022 Standard Specifications and the 2022 Standard Plans of the California Department of Transportation insofar as the same may apply, and these special provisions. These special provisions incorporate by reference the City of Gilroy Standard Details and the City of Gilroy Standard Specifications.

In case of conflict, the Standard Details of the City of Gilroy take precedence over the City of Gilroy Standard Specifications, which take precedence over the plans, the Caltrans Standard Plans and the Caltrans Standard Specifications.

Whenever the following terms occur in the Caltrans Standard Plans and Caltrans Specifications, the meaning shall be interpreted as follows:

State of California - The City of Gilroy

Department of Transportation - The Engineering Division of the City of Gilroy

Division of Highways - The Engineering Division of the City of Gilroy

Director - The City Engineer of the City of Gilroy

Engineer - The City Engineer of the City of Gilroy, acting, either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Add to section 1-1.01:

Bid Items and Applicable Sections

Item	Item description	Applicable section
1	BIDDING	2
2	SCOPE OF WORK AND DAILY CLEAN UP	4
3	CONTROL OF WORK	5
4	LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC	7
5	PAYMENT	9
6	TEMPORARY TRAFFIC CONTROL	12
7	WATER POLLUTION CONTROL	13
8	RECYCLED PAVEMENT	30
9	SURFACINGS AND PAVEMENTS	36
10	SEAL COATS	37
11	ASPHALT CONCRETE	39
12	CONCRETE CURBS GUTTER AND SIDEWALKS	73
13	LOCAL INFRASTRUCTURE	77
14	INCIDENTAL CONSTRUCTION	78
15	MARKINGS	84
16	ELECTRICAL WORK	86

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2 BIDDING

Add to section 2-1.06A:

Revised 2022 Standard Specifications are available at State of California, Department of Transportation (Caltrans) website at:

<http://www.dot.ca.gov/des/oe/construction-contract-standards.html>

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5 CONTROL OF WORK

Add to section 1-1.01:

The Contractor must place stakes and marks in accordance with Chapter 12, "Construction Surveys," of the Department's Surveys Manual.

For description of work required and payment, see Section 01050 Field Engineering elsewhere in these specifications.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02K(6)(J)(ii):

Lead Compliance Plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing the Lead Compliance Plan, including paying the Certified Industrial Hygienist, and for providing personnel protective equipment, training, air monitoring, and medical surveillance as specified in the Standard Specifications. Payment for compliance with this section will be made under:

Lead Compliance Plan and Implementation - lump sum

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9 PAYMENT

Add to section 9-1.16D:

1. Contractor shall submit a schedule of value (SOV) for this bid item for review. This SOV shall be in compliance with the aforementioned conditions.

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DIVISION II GENERAL CONSTRUCTION

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12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.04 with:

Traffic Control System includes full compensation for furnishing all labor, materials, tools, equipment, incidentals, flagging, placing and maintaining construction area signs, traffic signs, warning lights, temporary paint striping, temporary pavement conforms, temporary lighting, temporary pavement markers, and portable changeable message signs required for doing all the work, as specified in the Standard Specifications. Payment for compliance with this section will be made under:

Traffic Control - lump sum

Add to the beginning of section 12-3.32C:

Place PCMSs at the locations shown and in advance of the 1st warning sign at :

1. each end of all Street segment

Add to the end of section 12-3.11(B(5)(b):

Place Construction Project Funding Identification Signs as directed by the Engineer.

Add between the 9th and 10th paragraphs of section 12-3.32C:

PCMSs shall be in placed 10 days prior to the start of work or when directed by the Engineer.

Add to the end of section 12-4.02C(1):

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way.

Add to the end of section 12-4.02C(3)(a):

If you use an impact attenuator vehicle as a shadow vehicle, you are not required to close the adjacent traffic lane for the following activities:

1. Grinding
2. Installing loop detectors

Add to the end of the 1st paragraph of section 12-4.02C(7)(a):

except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

Add to the end of section 12-4.02C(7)(a):

After placing components of a stationary traffic control system, you may place the impact attenuator vehicle in advance of the work area or at another authorized location to protect traffic and workers.

Add to the end of section 12-4.02C(7)(b):

Except for one-way-reversing traffic-control lane closures, the maximum length of the work area inside a closure is 0.5 miles.

Not more than 1 stationary closures are allowed in each direction of travel at one time.

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13 WATER POLLUTION CONTROL

The following provisions pertain to all work included in the Base Bid and any awarded Bid Alternates. You are responsible for penalties assessed or levied on you or the City as a result of your failure to comply with the provisions in this section "Water Pollution Control," including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State, and local regulations and requirements as set forth therein. Notwithstanding any other remedies authorized by law, the City may retain money due to you under the contract, in an amount determined by the City, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of your violation of the Federal or State law, regulations or requirements.

Add to section 13-3.04:

Prepare Water Pollution Control Plan (WPCP) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in developing and implementing a WPCP, including providing a WPC manager, conducting water pollution control training, and monitoring, inspecting and correcting water pollution control practices, as specified in the Standard Specifications. Payment for compliance with this section will be made under:

Prepare Water Pollution Control Plan - lump sum

Add to section 13-4.04:

Water Pollution Control includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, inlet protection, waste management, stormwater and non-stormwater management, and dewatering activities, including identifying, sampling, testing, handling, and disposing of hazardous waste resulting from your activities, as shown, and as specified in the Standard Specifications. Payment for compliance with this section will be made under:

Water Pollution Control - lump sum

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DIVISION V SURFACINGS AND PAVEMENTS

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36 GENERAL

Replace *Reserved* in section 36-4 with:

36-4.01 GENERAL

Section 36-4 includes specifications for performing work involving residue from grinding and cold planing that contains lead from paint and thermoplastic.

36-4.02 MATERIALS

Not Used

36-4.03 CONSTRUCTION

The residue from grinding or cold planing contains lead from paint and thermoplastic. The average lead concentrations are less than 1,000 mg/kg total lead and 5 mg/L soluble lead. This residue:

1. Is a nonhazardous waste
2. Does not contain heavy metals in concentrations that exceed thresholds established by the Health and Safety Code and 22 CA Code of Regs
3. Is not regulated by the Federal Resource Conservation and Recovery Act, 42 USC § 6901 et seq.

Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan.

36-4.04 PAYMENT

Not Used

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37 SEAL COATS

Add to section 37-2.01C:

Construct asphalt rubber chip seal in accordance with section 37-2.04C of the standard specifications and these special provisions. Construct Type II slurry seal in accordance with section 37-3.02C of the standard specifications and these special provisions.

Asphalt rubber cape seal shall be constructed in a good workmanship type manner such that the finished surface has a smooth and uniform texture throughout the work limits. Rutting, washboarding, delamination of seals, bleeding, or excessive raveling or marking of the surface shall be considered cause for rejection. The finished surface of asphalt rubber cape seal shall be flush such that chip rocks from the asphalt rubber chip seal are fully covered after the slurry seal is completed. If, in the opinion of the Engineer, there is excessive protrusion of chip rocks through the slurry seal, additional layer(s) of slurry seal shall be placed on top of the asphalt rubber cape seal at the Contractor's expense until a flush condition is achieved.

Add to section 37-2.04A:

Asphalt rubber cape seal shall be installed in all designated locations as shown in the plans. For the purpose of this project, asphalt rubber cape seal is defined as the application of an asphalt rubber chip seal followed by the application of a Type II slurry seal. The maximum number of days between the application of asphalt rubber chip seal and Type II slurry seal shall be 10 days.

Asphalt rubber seal coat shall consist of an application of asphalt rubber binder and screenings pre-coated with paving asphalt. Asphalt rubber seal coat shall conform to the provisions specified for seal coats in Section 37-2, "Chip Seals," of the Standard Specifications and these Special Provisions.

The Contractor shall not start work on any road before all traffic control is properly installed, including temporary traffic control. In the event that traffic control is not properly installed, all work will be suspended, at the discretion of the City inspector, until the deficiencies are remedied at the expense of the contractor.

Materials

The Contractor shall furnish a Certificate of Compliance to the Engineer for each material used in the asphalt rubber binder mixture. It shall certify that the material conforms to the requirements in the Special Provisions. When requested by the Engineer, the Contractor shall also submit samples with the Certificate of Compliance. The Contractor shall provide the Engineer a Material Safety Data Sheet (MSDS) for each of the constituent components of the asphalt rubber binder and for the completed mixture of the asphalt rubber binder.

The Contractor shall provide a Certificate of Compliance for each truck load of crumb rubber modifier (CRM), paving asphalt, and asphalt modifier delivered to the project. The Quality Control Program used by the manufacturer of each ingredient shall include a sampling and testing frequency as shown below:

- a. CRM shall be tested except for the grading requirement, at least once for every 250 tons with a minimum of once per project. CRM shall be tested for grading for every truck load delivered to the project.
- b. Paving Asphalt shall be tested at least once for every 200 tons of production with

aminimum of once per project.

- c. Asphalt modifier shall be tested at least once for every 25 tons of production with a minimum of once per project.

A copy of the laboratory test results for the test parameters specified in these special provisions for CRM, paving asphalt, and asphalt modifier shall be submitted to the Engineer with the Certificate of Compliance for each truck load of individual material delivered to the project.

Certified volume or weight slips shall be delivered to the Engineer for materials supplied.

Paving Asphalt

Paving asphalt to be used in the asphalt rubber binder shall be Grade PG 64-16 and shall conform to the provisions in Section 92, "Asphalt Binders," of the Standard Specifications reflecting the use of 'Performance Grade (PG)' asphalt binders.

The paving asphalt for use in asphalt rubber binder shall be modified with an asphalt modifier. The rubberized asphalt concrete (RAC) chip material shall be made from 100% recycled California Waste Tires.

Asphalt Modifier

The asphalt modifier shall be a resinous, high flash point, aromatic hydrocarbon compound and shall conform to the following requirements:

Asphalt Modifier		
Test Parameter	ASTM Designation	Requirement
Viscosity, m ² /s (10 ⁻⁶) at 100°C	D 445	X ±3*
Flash Point, CL.O.C. °C	D 92	405 min.
Molecular Analysis		
Asphaltenes, percent by mass	D 2007	0.1 max.
Aromatics, percent by mass	D 2007	55 min.
* The symbol "X" is the viscosity of the asphalt modifier the Contractor proposes to furnish. The value "X" which the Contractorproposes shall be between the limits 19 and 36 and shall be submitted in writing to the Engineer. Any proposed change, requested by the Contractor, in the value "X" shall require a new asphalt rubber binder design.		

The asphalt modifier shall be proportionately added to the paving asphalt at the production site where the asphalt rubber binder is blended and reacted. Asphalt modifier shall be added at an amount of 2.5 percent to 6.0 percent by weight of the paving asphalt based on the recommendation of the asphalt rubber binder supplier. The paving asphalt shall be at a temperature of not less than 375°F no more than 440°F when the asphalt modifier is added. If the asphalt modifier is combined with the paving asphalt, before being blended with the CRM, the combined paving asphalt and asphalt modifier shall be mixed by circulation for a period of not less than 20 minutes. This premixing of asphalt modifier and paving asphalt will not be required when all ingredients of the asphalt rubber binder are proportioning with the meters conforming to the provisions in Section 9-1.02, "Measurement," of the Standard Specifications.

Crumb Rubber Modifier (CRM)

Crumb rubber modifier (CRM) shall consist of a combination of scrap tire CRM and high natural CRM.

The scrap tire CRM shall consist of ground or granulated rubber derived from any combination of automobile tires, truck tires or tire bufferings. The high natural CRM shall consist of ground or granulated rubber derived from materials that utilize high natural rubber sources.

Steel and fiber separation shall be accomplished by any method. Cryogenic separation, if utilized, shall be performed separately from and prior to grinding or granulating.

CRM shall be ground or granulated at ambient temperature. Cryogenically produced CRM particles that pass through the grinder or granulator without being ground or granulated, respectively, shall not be used.

CRM shall not contain more than 0.01-percent wire (by weight of CRM) and shall be free of other contaminants, except fabric. Fabric shall not exceed 0.05-percent by weight of CRM. A certificate of compliance certifying these percentages shall be furnished to the Engineer in conformance with Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications.

The length of an individual CRM particle shall not exceed 3/16 inch.

The CRM shall be sufficiently dry so that the CRM will be free flowing and will not produce foaming when combined with the blended paving asphalt and asphalt modifier mixture. Calcium carbonate or talc may be added at a maximum amount of 3 percent by weight of CRM to prevent CRM particles from sticking together. The CRM shall have a specific gravity of between 1.1 and 1.2 as determined by California Test 208. Scrap tire CRM and high natural CRM shall be delivered to the production site in separate bags and shall be sampled and tested separately.

CRM Material shall conform to the following requirements as determined by ASTM Designation D297:

Test Parameter	Scrap Tire CRM Percent		High Natural CRM Percent	
	Minimum	Maximum	Minimum	Maximum
Acetone Extract	6.0	16.0	4.0	16.0
Rubber Hydrocarbon	42.0	65.0	50.0	—
Natural Rubber content	22.0	39.0	40.0	48.0
Carbon Black Content	28.0	38.0	—	—
Ash Content	—	8.0	—	—

The CRM for asphalt rubber binder shall conform to the gradations specified below when tested in conformance with the requirements in ASTM Designation C136, except as follows:

- a. Split or quarter 100 g +/- 5 g from the CRM sample and dry to a constant mass at a temperature of not less than 57°C nor more than 63°C and record the dry sample mass. Place the CRM sample and 5 g of talc in a 0.5-L jar. Seal the jar then shake the jar by hand for a minimum of one minute to mix the CRM and the talc. Continue shaking or open the jar and stir until particle agglomerates and clumps are broken and the talc is uniformly mixed.

Place one rubber ball on each sieve. Each ball shall have a mass of 8.5 g +/- 0.5 g, have a diameter of 24.5 mm +/- 0.5 mm, and shall have a Shore Durometer "A" hardness of 50 +/- 5 in conformance with the requirements in ASTM D2240. After sieving the combined material for 10 minutes +/- 1 minute, disassemble the sieves. Material adhering to the bottom of a sieve shall be brushed into the next finer sieve. Weigh and record the mass of the material retained on the 2.36-mm sieve and leave this material (do not discard) on the scale or balance. Observed fabric balls shall remain on the scale or balance and shall be placed together on the side of the scale or balance to prevent the fabric balls

from being covered or disturbed when placing the material from finer sieves onto the scale or balance. The material retained on the next finer sieve (2.00-mm sieve) shall be added to the scale or balance. Weigh and record that mass as the accumulative mass retained on that sieve (2.00-mm sieve). Continue weighing and recording the accumulated masses retained on the remaining sieves until the accumulated mass retained in the pan has been determined. Prior to discarding the CRM sample, separately weigh and record the total mass of fabric balls in the sample.

- b. Determine the mass of material passing the 75- μ m sieve (or mass retained in the pan) by subtracting the accumulated mass retained on the 75- μ m sieve from the accumulated mass retained in the pan. If the material passing the 75- μ m sieve (or mass retained in the pan) has a mass of 5 g or less, cross out the recorded number for the accumulated mass retained in the pan and copy the number recorded for the accumulated mass retained on the 75- μ m sieve and record that number (next to the crossed out number) as the accumulated mass retained in the pan. If the material passing the 75- μ m sieve (or mass retained in the pan) has a mass greater than 5 g, cross out the recorded number for the accumulated mass retained in the pan, subtract 5 g from that number and record the difference next to the crossed out number. The adjustment to the accumulated mass retained in the pan is made to account for the 5 g of talc added to the sample. For calculation purposes, the adjusted total sample mass is the same as the adjusted accumulated mass retained in the pan. Determine the percent passing based on the adjusted total sample mass and record to the nearest 0.1 percent:

CRM Gradations		
Sieve Sizes	Scrap Tire CRM Percent Passing	High Natural CRM Percent Passing
No. 8	100	100
No. 10	98 - 100	100
No. 16	45 - 75	95 - 100
No. 30	2 - 20	35 - 85
No. 50	0 - 6	10 - 30
No. 100	0 - 2	0 - 4
No. 200	0	0 - 1

Asphalt Rubber Binder

Asphalt rubber binder shall consist of a mixture of paving asphalt, asphalt modifier, and crumb rubber modifier.

At least 2 weeks before its intended use, the Contractor shall furnish the Engineer 4 one-quart cans filled with the asphalt rubber binder proposed for use on the project. The Contractor shall supply the Engineer, for approval, a binder formulation, design profile and samples of all materials to be used in the asphalt rubber binder, at least 2 weeks before construction is scheduled to begin. The binder formulations shall consist of the following information:

1. Paving Asphalt and Modifiers: Source and grade of paving asphalt
 2. Source and identification (or type) of modifiers used
 3. Percentage of asphalt modifier by weight of paving asphalt
 4. Percentage of the combined blend of paving asphalt and asphalt modifier by total weight of asphalt rubber binder to be used
 5. Laboratory test results for test parameters shown in these Special Provisions
- b. Crumb Rubber Modifier (CRM):
1. Source and identification (or type) of scrap tire and high natural CRM
 2. Percentage of scrap tire and high natural CRM by total weight of the asphalt rubber blend
 3. If CRM from more than one source is used, the above information will be

- required for each CRM source used
4. Laboratory test results for test parameters shown in these Special Provisions
- c. Asphalt Rubber Binder:
1. Laboratory test results of the proposed blend for test parameters shown in these Special Provisions
 2. The minimum reaction time and temperature

The method and equipment for combining the paving asphalt, asphalt modifier, and CRM shall be so designated and accessible that the Engineer can readily determine the percentages by weight for each material being incorporated into the mixture.

The proportions of the materials, by total weight of asphalt rubber binder, shall be 80 percent +/- 2 percent combined paving asphalt and asphalt modifier and 20 percent +/- 2 percent CRM. However, the minimum amount of CRM shall not be less than 18.0 percent. Lower values shall not be rounded up. The CRM shall be combined at the production site and shall contain 75 percent +/- 2 percent scrap tire CRM and 25 percent +/- 2 percent high natural CRM, by weight.

The paving asphalt and asphalt modifier shall be combined into a blended mixture that is chemically compatible with the crumb rubber modifier to be used. The blended mixture shall be considered to be chemically compatible when the mixture meets the requirements for asphalt rubber binder (after reacting) found in these Special Provisions.

The blended paving asphalt and asphalt modifier mixture and the CRM shall be combined and mixed together at the production site in a blender unit to produce a homogeneous mixture.

The temperature of the blended paving asphalt and asphalt modifier mixture shall not be less than 375°F nor more than 440°F when the CRM is added. The combined materials shall be reacted for a minimum of 45 minutes after incorporation of the CRM at a temperature of not less than 375°F nor more than 425°F. The temperature shall not be higher than 10°F below the actual flash point of the asphalt rubber binder.

After reacting, the blended asphalt rubber binder shall conform to the following requirements:

Blended Asphalt Rubber Binder			
Test Parameter	ASTM Test Method	Requirement	
		Minimum	Maximum
Cone Penetration @ 25°C, 1/10 mm	D 217	25	60
Resilience @ 25°C, Percent rebound	D 5329	25	--
Field Softening Point, °C	D 36	55	88
Viscosity @ 190°C, Pa • s (x10 ⁻³)	See Note	1500	3500

NOTE:

The viscosity test shall be conducted using a hand held Haake Viscometer Model VT 02 with Rotor 1, 24 mm depth x 53 mm height, or equivalent, as determined by the Engineer. The accuracy of the viscometer shall be verified by comparing the viscosity results obtained with the hand held viscometer to 3 separate calibration fluids of known viscosities ranging from 1000 to 5000 Pa • s (x10³). The viscometer will be considered accurate if the values obtained are within 300 Pa • s (x10³) of the known viscosity. The known viscosity value shall be based on the fluid manufacturer's standard test temperature or the test temperature versus viscosity correlation table provided by the fluid manufacturer. All viscometers used on the project shall be verified to be accurate. The test method for determining the viscosity of asphalt rubber binder

using a hand held viscometer is available at the Transportation Laboratory, Office of Pavement Consulting Services, Sacramento, California, Telephone (916) 227 7300. The accuracy verification results shall be provided to the Engineer and shall be certified by a Certificate of Compliance. The Certificate of Compliance shall be furnished to the Engineer in conformance with the provisions in Section 6- 2.03C, "Certificates of Compliance," of the Standard Specifications.

The Contractor shall provide a Haake Viscometer, or equivalent, at the production site during the combining of asphalt rubber binder materials. The Contractor shall take viscosity readings of asphalt rubber binder from samples taken from the distributor truck a minimum of 45 minutes after incorporation of the CRM. Readings shall be taken at least every hour with no less than one reading for each batch of asphalt rubber binder. The Contractor shall log these results, including time and asphalt rubber temperature. A copy of the log shall be submitted to the Engineer on a daily basis. As determined by the Engineer, the Contractor shall either notify the Engineer at least 15 minutes prior to each test or provide the Engineer a schedule of testing times.

The reacted asphalt rubber binder shall be maintained at a temperature of not less than 375°F nor more than 425°F.

If any of the material in a batch of asphalt rubber binder is not used within 4 hours after the 45 minute reaction period, heating of the material shall be discontinued. If the asphalt rubber binder cools below 375°F and is then reheated, it shall be considered a reheat cycle. The total number of reheat cycles shall not exceed 2. The material shall be uniformly reheated to a temperature of not less than 375°F nor more than 425°F prior to use. Additional scrap tire CRM may be added to the reheated binder and reacted for a minimum of 45 minutes. The cumulative amount of additional scrap tire CRM shall not exceed 10 percent of the total binder weight. Reheated asphalt rubber binder shall conform to the requirements for blended asphalt rubber binder.

Screenings

Screenings shall conform to the provisions in these Special Provisions and in Section 37-2.04B(6), "Precoated Aggregate," of the Standard Specifications.

Stockpiling of screenings after preheating and pre-coating with paving asphalt will not be permitted.

Canvas or similar covers that completely cover each load of pre-coated screenings shall be used during hauling to minimize temperature drop of the pre-coated screenings.

Screenings shall conform to the following grading requirements prior to pre-coating with paving asphalt:

Screenings Grading Requirements 3/8"	
Sieve Sizes	Percentage Passing
3/4"	100
1/2"	95-100
3/8"	70-85
No. 4	0 – 15
No. 8	0 - 5
No. 200	0 - 1

Screenings shall conform to the following quality requirements immediately prior to preheating:

Screenings Quality Requirements		
Test Parameters	California Test	Requirements
Los Angeles Rattler Loss (100 Revolutions)	211	10 Max.
Los Angeles Rattler Loss (500 Revolutions)	211	40 Max.
Film Stripping	302	25 Max.
Cleanness Value	227	80 Min.
Durability	229	52 Min.

Screenings for asphalt rubber seal coat shall be preheated to between 260°F and 325°F and uniformly coated at a rate of 0.7 percent to 1 percent by weight of dry aggregate with Grade PG-64-10 asphalt, conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications reflecting the use of 'Performance Grade (PG)' asphalt binders. This reference to the Standard Specifications is for Asphalt only and not for any other work.

Screenings shall be coated at a central mixing asphalt concrete plant that has been approved in conformance with the requirements in California Test 109. The exact rate will be determined by the Engineer upon a visual inspection of the first initial load delivered and thereafter as deemed necessary.

Equipment

The Contractor shall utilize the following equipment for asphalt rubber seal coat operations:

- a. Self-propelled power brooms that clean the existing pavement and remove loose screenings without dislodging screenings set in the asphalt rubber binder. Gutter brooms or steel-tinned brooms shall not be used.
- b. Pneumatic tired rollers conforming to the provisions in Section 39-3.03, "Spreading and Compacting Equipment," of the Standard Specifications, except that the rollers shall have an air pressure of 100 pounds per square inch and maintained so that the air pressure will not vary more than +/- 5 pounds per square inch in each tire. A sufficient number of rollers shall be used so that one complete coverage will be provided in one pass.
- c. A self-propelled screenings spreader, equipped with a screenings hopper in the rear, belt conveyors to carry the screenings to the front, and a spreading hopper equipped with fullwidth distribution auger and spread roll. The screenings spreader shall be capable of providing a uniform screening spread rate over the entire width of the traffic lane in one application.
- d. An asphalt heating tank equipped to heat and maintain the blended paving asphalt and asphalt modifier mixture at the necessary temperature before blending with the CRM. This unit shall be equipped with a thermostatic heat control device and a temperature reading device and shall be accurate to within +/- 5° F and shall be of the recording type.
- e. A mechanical mixer for the complete, homogeneous blending of paving asphalt, asphalt modifier, and CRM. Paving asphalt and asphalt modifier shall be introduced into the mixer through meters conforming to the provisions in Section 9-1.02, "Measurement," of the Standard Specifications. The blending system shall vary the rate of delivery of paving asphalt and asphalt modifier proportionate with the delivery of CRM. During the proportioning and blending of the liquid ingredients, the temperature of paving asphalt and the asphalt modifier shall not vary more than +/- 25° F. The paving asphalt feed, the asphalt modifier feed, and the CRM feed shall be equipped with devices by which the rate of feed can be determined during the proportioning operation. Meters used for proportioning individual ingredients shall be equipped with rate-of-flow indicators to show the rates of delivery and resettable totalizers

so that the total amounts of liquid ingredients introduced into the mixture can be determined. The liquid and dry ingredients shall be fed directly into the mixer at a uniform and controlled rate. The rate of feed to the mixer shall not exceed that which will permit complete mixing of the materials. Dead areas in the mixer, in which the material does not move or is not sufficiently agitated, shall be corrected by a reduction in the volume of material or by other adjustments. Mixing shall continue until a homogeneous mixture of uniformly distributed and properly blended asphalt rubber binder of unchanging appearance and consistency is produced. The Contractor shall provide a safe sampling device that delivers a representative sample of the completed asphalt rubber binder of sufficient size to permit the required tests.

- f. An asphalt rubber binder storage tank equipped with a heating system to maintain the proper temperature of the asphalt rubber binder and an internal mixing unit that maintains a homogeneous mixture of blended paving asphalt, asphalt modifier, and CRM.
- g. A self-propelled truck or trailer mounted distributor, equipped with an internal mixing unit that maintains a homogeneous mixture of blended paving asphalt, asphalt modifier and CRM. The distributor shall have a pump or pumps that sprays asphalt rubber binder within ± 0.05 gallons per square yard of the specified rate. The distributor shall have a fully circulating spray bar that applies the asphalt rubber binder without a streaked or otherwise irregular pattern. The distributor shall be equipped with a tachometer, pressure gauges, volume measuring devices and thermometer. The distributor shall have a platform on the rear of the vehicle and an observer shall accompany the distributor. The observer shall ride in such a position that all spray nozzles are in full view and readily accessible for unplugging plugged nozzles, should unplugging occur.

Tailgate discharge trucks for hauling screenings shall be equipped with a device to lock onto the hitch at the rear of the screenings spreader. Haul trucks shall be compatible with the screenings spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in screenings spilling while dumping into the receiving hopper.

All equipment shall be approved by the Engineer prior to use.

Preparation

The Contractor shall perform the necessary crack sealing of each street prior to the Contractor performing the necessary pavement digout repairs and application of the chip seal or as directed by the Engineer. The Contractor shall be responsible for preparation of the pavement to receive seal coat required under Section 37-2.01C(3), "Surface Preparation," of the Standard Specifications. Prior to placing chip seal coat, the streets shall be cleaned by sweeping with self-propelled vacuum or regenerative air sweepers with water spray bars to reduce dust. Sidewinder sweepers or brooms that wind row material and do not remove it shall not be used. Completion of sweeping shall be evidenced by the absence of all loose particles of paving, all dirt and all other extraneous material. If needed, all areas shall be swept a second time or more if necessary in the same manner as the first sweeping or as directed by the Engineer.

Applying Asphalt Rubber Binder

Asphalt rubber binder shall be applied in conformance with these Special Provisions and with the provisions for applying asphaltic emulsion in Section 37-2.03F, "Applying Emulsion," of the Standard Specifications, except as noted below and shall apply.

Asphalt rubber binder for asphalt rubber seal coat shall be applied at a rate of 0.55 gallon to 0.65 gallon per square yard. The exact rate will be determined by the Engineer.

Asphalt rubber binder shall be placed upon a clean, dry surface. The pavement surface temperature shall be a minimum of 60°F where asphalt rubber binder is to be applied. The atmospheric temperature shall be a minimum of 60°F and a maximum of 109°F.

Distributor bar height, distribution speed, and shielding materials shall be utilized to reduce the effects

of wind upon spray distribution as directed by the Engineer. The Engineer will delay or reschedule work when high, gusting or dusty winds prevent or adversely affect binder or screening application operations. Necessary equipment shall be in position and ready to commence placement operations before starting.

The Contractor shall comply with Federal, State, and Local environmental laws, rules, regulations, and ordinances including, but not limited to, air quality requirements.

The asphalt rubber binder shall be applied to the roadway immediately following mixing and reacting and shall be applied at a temperature not less than 385°F nor more than 415°F. Asphalt rubber binder application shall not be in excess of that which can be covered with screenings within two (2) minutes.

When placing asphalt rubber seal coat at intersections, left turn lanes, gore points, and other irregular areas, asphalt rubber application shall not be in excess of that which can be covered with screenings within fifteen (15) minutes.

When joining edges against areas with screenings, the joint shall be swept clean of excess screenings prior to the adjacent application of asphalt rubber binder. Transverse joints of this type shall be constructed by placing roofing paper across and over the end of the previous asphalt rubber seal coat applications. Once the spraying has progressed beyond the paper, the paper shall be removed immediately.

The longitudinal joint between adjacent applications of screenings shall coincide with the line between designated traffic lanes. Longitudinal joints shall be overlapped for complete coverage. The overlap shall not exceed 4 inches.

At longitudinal joints with screenings, the edge shall be broomed back and blended to eliminate differences in elevation. The joints shall be free from ridges and depressions and shall have a uniform appearance consistent with the adjacent sealed surface. Defects shall be corrected at the Contractor's expense.

Joints between areas of asphalt rubber binder without screenings shall be made by overlapping asphalt rubber binder distributions. The excess material shall be properly dispersed by spreading with a squeegee or rake over a larger area of freshly applied asphalt rubber binder.

The application of asphalt rubber binder to areas not accessible with the distributor bar on the distributor torch shall be accomplished by using pressurized hand wands or other means approved by the Engineer.

Spreading Screenings

Screenings for asphalt rubber seal coat shall be spread in conformance with the provisions specified for spreading screenings on asphaltic emulsion in these Special Provisions and in Section 37-2.03G, "Spreading Screenings," of the Standard Specifications, except as noted below and shall apply.

Following the application of the asphalt rubber binder, screenings shall be placed over areas receiving asphalt rubber binder.

Screenings for asphalt rubber seal coat shall be applied at a temperature not less than 225°F and not more than 325°F after applying asphalt rubber binder.

The Contractor shall prevent any vehicle, including construction equipment, from driving on the asphalt rubber binder prior to application of the screenings.

Screenings shall be applied at a rate of 25 pounds to 35 pounds per square yard. The exact rate will be determined by the Engineer. The completed spread rate shall be within 10 percent of the rate

determined by the Engineer. The completed surface shall be free of gaps, ridges, depressions or other irregularities caused by the application of the asphalt rubber seal coat.

Finishing

Asphalt rubber seal coat shall be finished in conformance with the provisions for finishing screenings spread on asphaltic emulsion in these Special Provisions and in Section 37-2.03H, "Finishing," of the Standard Specifications, except as noted below and shall apply.

Initial rolling of the asphalt rubber seal coat shall consist of a minimum of one complete coverage with one or more pneumatic-tired rollers and shall begin within 90 seconds following the placement of the screenings. Chip spreading will not be allowed with less than two (20) operating rollers on the job.

The distance between the rollers and the screenings spreader shall not exceed 200 feet at any time during the spreading of the screenings operations.

A minimum of 3 complete coverages as defined in Section 39-3.04, "Transporting, Spreading, and Compacting," of the Standard Specifications with pneumatic-tired rollers, after the initial coverage, shall be made on the asphalt rubber seal coat. When permitted by the Engineer, the final roller coverage may be made with one steel wheel roller weighing 8 tons minimum and 10 tons maximum. If a steel wheel roller is used, the roller shall be operated in the static mode only.

The Contractor shall immediately remove any excess asphalt rubber from the gutters. The Contractor shall not continue to the next street until all excess asphalt rubber is removed to the satisfaction of the Engineer. No extension of time will be granted due to delay caused by non-compliance with this provision.

Sweeping shall be a multi-step operation following final rolling of the screenings. Loose screenings shall be removed from the roadway surface and abutting adjacent areas. Loose screenings shall be disposed of at least 150 feet from the nearest waterway.

Initial sweeping shall be completed before controlled traffic is permitted on the asphalt rubber seal coat. Removal of excess screenings shall be completed before uncontrolled traffic is permitted on the completed asphalt rubber seal coat. Final sweeping shall be done and loose screenings shall be removed without dislodging the screenings set in the asphalt rubber binder prior to acceptance.

Sidewinder sweepers or brooms that wind row material and do not remove it shall not be used. A minimum of two (2) sweepers shall be used at all times. All areas shall be swept a second time or more if necessary in the same manner as the first sweeping or as directed by the Engineer. Completion of sweeping shall be evidenced by the absence of loose chips in gutters or driveways. Special attention shall be required in sweeping driveways clear of loose chips. The Contractor shall also be responsible for removal of all chips from the sidewalks and other affected areas. Streets in hill areas shall be swept as often as necessary to remove loose chips from the roadway. The Contractor shall provide a sufficient number of sweepers (minimum two) to sweep all streets within 24 hours after spreading screenings (chips).

The use of any sweeper that causes damage to the chip seal coat shall be discontinued. The Contractor shall patch the chip seal where any voids exist prior to application of the fog, slurry, or micro seal. Any void caused by automobile tires, poor adhesion of chips to emulsion, or any other cause shall be the Contractor's responsibility to patch prior to application of the fog or slurry seal.

Final Sweeping

A minimum of three (3) self-propelled power brooms shall be used that are capable of cleaning the existing pavement and removing loose screenings without dislodging screenings set in the asphalt rubber mixture. Gutter brooms or steel-tined brooms shall not be used.

Sweeping of the chip seal shall commence one hour after completion of the rolling operation or as directed by the Engineer. Sweeping shall be completed prior to allowing uncontrolled traffic on the road surface. Three (3) additional sweepings shall be performed one day, three days, and seven days after placement of the chip seal to remove all loose screenings. The Contractor shall spray water on these subsequent sweepings for dust removal. Excess screenings shall be salvaged and stockpiled at a designated location or removed from the job site by the Contractor.

On the day of the actual chip seal operations, three power sweepers shall be used on those streets being chip sealed that day. Two sweepers shall be used to remove excess screenings from the road surface, and one sweeper shall directly follow the chip seal operations and be used to clean the surrounding streets and road surfaces outside of the project area to avoid tracking loose material. During sweeping the day of the chip seal, water shall not be used in the removal of loose material.

Add to section 37-3.01A(4)(b)(iii):

POLYMER MODIFIED SLURRY SEAL (BLACK AGGREGATE)

General

The slurry seal shall consist of a mixture of a polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and specified additives. The materials shall be proportioned, mixed and uniformly spread over a properly prepared surface as directed by these Special Provisions and the Engineer. The slurry seal shall conform to the requirements of Section 37-3, "Slurry Seal and Micro-surfacing," of the Standard Specifications and these Special Provisions.

The completed slurry seal shall leave a homogeneous mat and adhere firmly to the prepared surface with a uniform color and smooth appearance. Any material that does not visually look homogenous due to poor workmanship will be rejected by the City and the contractor shall remove and replace the entire road segment affected at the Contractor's expense. If the contractor wishes to dispute the decision made by the City, the Contractor shall hire a neutral third party to provide a technical evaluation and remediation plan at the Contractor's expense. Any re-work shall be approved by the City before it commences. The use of torches to remove the slurry layer for repairs shall not be allowed.

The Contractor shall keep all traffic off the road until the slurry has cured.

The terminology "latex-modified" and "polymer-modified" asphaltic emulsion is to be used interchangeably in these Special Provisions to mean the same thing.

Asphaltic Emulsion

Asphaltic Emulsion used for slurry seal shall be designated as grade PMCQS-1h or equal. The polymer used to modify the asphaltic emulsion, shall be, at the option of the Contractor, neoprene, or a co-polymer of butadiene and styrene. Solid polymers shall be adequately blended into the asphalt prior to emulsification. If a liquid latex such as neoprene or similar is used, the latex shall be "co-milled" into the emulsion through the water phase during manufacturing.

Each load of polymer modified asphaltic emulsion shall have a certificate from the asphalt emulsion manufacturer guaranteeing that either asphalt blending or "co-milling" processes were used. The certificate shall also state the percentage of the solid rubber polymer added by weight of the asphalt as well as the composition of the polymer. The addition of latex to the emulsion after emulsion manufacturing is prohibited.

The polymer modified asphalt emulsion shall conform to the following specifications:

Tests on Emulsion			
Test	Test Method	Requirement	
		Minimum	Maximum
Viscosity SSF, @ 77°F, seconds	AASHTO T59	15	90
Sieve Test, %	AASHTO T539	---	0.30
Storage Stability Test, 1 day %	AASHTO T59	---	1.0
Residue by Evaporation, %	CTM 331	57	---
Particle Charge	AASHTO T59	Positive	
Tests on Residue			
Test	Typical	Requirement	
		Minimum	Maximum
Penetration, 77°F	AASHTO T49	40	90
Ductility, 77°F, mm	AASHTO T51	400	---
Polymer Content, % See Section 94-1.01C of the Standard Specifications for Sampling Requirements	CTM 401	2.5%	---
OR			
Torsional Recovery, %	CTM 332	18	---

A certificate of Compliance shall be furnished to the Engineer in accordance with Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications and these Special Provisions. The Certificate of Compliance shall include all information stipulated in Section 94, "Asphaltic Emulsions," of the Standard Specifications. Additional information relevant to the specifications shall be furnished if requested by the Engineer. Samples will be obtained in accordance with ASTM Method D140 or such other methods as are approved by the Engineer.

Aggregate

Aggregate for the slurry seal shall comply in all respects to requirements in Section 37-3, "Slurry Seal and Micro-surfacing," of the Standard Specifications for a Type II slurry seal except for the following:

Aggregate shall consist of sound, durable, crushed stone or crushed gravel. If approved by the Engineer, mineral filler will be allowed. Aggregates shall be 100% crushed with no rounded particles, volcanic in origin, and black in color. The use of gray or light-colored aggregate will not be allowed. The percentage composition by weight of the aggregate shall conform to the following grading:

Percentage Passing	
Sieve sizes	Type II
3/8" (9.5 – mm)	100
No. 4 (4.75 – mm)	90 - 100
No. 8 (2.36 – mm)	65 - 90
No. 16 (1.18 – mm)	40 - 70
No. 30 (600 – um)	25 - 50
No. 200 (75 – um)	5 - 15

Theoretical asphalt content, % based on dry aggregate	7.5 - 13.5
Approximate application rate (Pounds/Square Yard)	14-18

The aggregate shall also conform to the following quality requirements:

Test	Method of Test	Requirement
Sand Equivalent	California Method 217	60 min.
Durability Index	California Method 229	55 min.

When the results of both the aggregate grading and the Sand Equivalent test do not conform to the requirement specified, both payments to the City shall apply. The City may deduct these amounts from any monies due, or that may become due the Contractor under the contract. No single aggregate grading or Sand Equivalent test shall represent more than 300 tons or one-day's production whichever is smaller.

The Contractor, in accordance with Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications, will furnish a Certificate of Compliance for aggregates used in the slurry seal. The Certificate of Compliance shall include results of laboratory tests indicating the average gradation, minimum sand equivalent and maximum film stripping and durability index, all in accordance with Section 37-2.02, "Materials," of the Standard Specifications.

Mineral Filler

Mineral filler shall be either Portland Cement, hydrated lime, limestone dust, fly ash or other approved filler meeting the requirements of ASTM D242 and shall be used if required by the mix design. The mineral filler shall be considered as part of the aggregate in calculations regarding slurry seal asphalt content.

Additives

Additives may be used to accelerate or retard the mixing and setting characteristics of the slurry seal or improve the resulting finished surface. The use of additives in the slurry mix (or individual materials) shall be made initially in quantities predetermined by the mix design with field adjustments if required. If the use of additives during application requires a greater than + or – 1.0% deviation from the recommendations of the mix design, a new mix design will be performed to verify system performance at higher or lower additive levels.

Mix Design

At least seven (7) working days before slurry seal placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and proposed mix design covering the specific materials to be used on the project. The percentage of asphalt emulsion proposed in the mix design shall be within the percentage range specified in Section 37-3.03B, "Proportioning," of the Standard Specifications.

The tests and mix design shall be performed by a laboratory capable of performing the applicable International Slurry Seal Association (ISSA) tests. The proposed slurry seal mixture shall conform to the requirements specified when tested in accordance with the following tests:

Test	Description	Spec
ISSA TB 106	Slurry Seal Consistency, mm	30 maximum

ISSA TB-139	Wet Cohesion (using project source aggregate, asphalt emulsion and set-control agents, if used) 30 minutes min	12kg-cm minimum 20kg-cm minimum
	60 minutes min	
ISSA TB-109	Excess Asphalt By LWT Sand Adhesion	50 g/ft ² maximum (538 g/m ² maximum)
ISSA TB-114	Wet Stripping	Pass
ISSA TB 115	Compatibility	Pass
ISSA TB-100	Wet Track Abrasion Loss, one-hour soak (minimum asphalt content)	75 g/ft ² maximum (807 g/m ² maximum)
ISSA TB-113	Mix Time (Mixing test and set time test shall be done at the highest temperature expected during construction)	Controllable to 180 sec. minimum

The laboratory report shall be signed by the laboratory that performed the tests and mix design and shall show the results of the tests on individual materials, comparing the test results to those required by the specifications. The report shall clearly show the proportions of aggregate, filler (as determined from the tests, minimum and maximum), water (minimum and maximum), asphalt solids content based on the dry weight of aggregate and set-control agent usage. The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect). Previous laboratory reports covering the same materials may be accepted provided they are made during the same calendar year.

The Engineer shall approve the mix design and all slurry seal materials and methods prior to use. The job mix design shall conform to the specification limits and be suitable for the traffic climate conditions, curing conditions and final use. This will include recommended application rate of slurry to suit the job conditions. Any changes in the proportions will be made only when approved by the Engineer.

Proportioning

Proportioning shall conform to the provisions in Section 37-3.03B, "Proportioning," of the Standard Specifications and these Special Provisions.

The completed mixture, after addition of water and any set-control agent used, shall be such that the slurry seal mixture has proper workability and (a) will permit uncontrolled traffic on the slurry seal within two (2) hours after placement without the occurrence of tracking, bleeding, raveling, separation or other distresses, and (b) prevent development of bleeding, raveling, separation or other distress within fifteen (15) days after placing the slurry seal.

Mixing and Spreading Equipment

Mixing and spreading equipment shall conform to the provisions in Section 37-3.03C, "Mixing and Spreading Equipment," of the Standard Specifications and these Special Provisions.

A minimum of two 7-cubic yard capacity or larger slurry machines shall be on the job and in good operating condition at all times. Machines must be able to negotiate all turns next to the curbs in cul-de-sacs, on initial pass in one continuous pass.

Preparation of Surface

Before the polymer modified slurry seal is applied, the pavement surface shall be swept free of all

debris and loose debris using power sweepers, cracks shall be filled, and digouts completed. The contractor shall remove all existing weeds and plant materials in all the street sections that will receive slurry seal surfacing. Removal of weeds and plant materials shall be done using a chemical weed killer (per manufacturer's recommendations) such as approved by the Engineer, and all these areas shall be thoroughly cleaned using compressors or other means acceptable to the Engineer.

All existing/temporary pavement markers, paint and thermoplastic shall be removed and disposed of by the Contractor. Said removal shall not occur sooner than two days prior to the slurry sealing is performed and shall be paid under Section 10-8, "Pavement Marker, Thermoplastic Marking, and Striping Removal," of these Special Provisions.

Manholes, valves, survey monuments, or miscellaneous frames and covers shall not receive a seal coat. These shall be protected as noted in Section 10-3, "Existing Facilities," of these Special Provisions. Any frame or cover seal coated shall be cleaned to the satisfaction of the Engineer and the cost for the cleaning shall be borne by the Contractor.

On those streets scheduled to receive slurry seal after the application of the rubberized asphalt seal coat, the chip seal shall be allowed to age and cure under traffic for at least one week before placing the slurry mixture. A longer curing period shall be required if, in the opinion of the Engineer, the rubberized asphalt binder used for the chip seal has not achieved a reasonable set, which could result in damage to the cape seal if prematurely covered by the slurry mix. The Contractor shall sweep and remove all loose screenings prior to the placement of the slurry seal mix.

The Engineer will give notification to the Contractor indicating when the slurry mixture can be applied. Unless adverse weather conditions prevail, as determined by the Engineer, the curing period will not exceed two (2) weeks.

The Contractor shall patch the chip seal where any voids exist prior to application of the slurry seal. Any voids caused by automobile tires, poor adhesion of chips to emulsion, or any other cause shall be the Contractor's responsibility to repair prior to application of slurry seal.

Placing

Placing shall conform to the provisions in Section 37-3.03D, "Placing," of the Standard Specifications and these Special Provisions. The Contractor shall place slurry seal no later than 2 pm onto any street surface.

No application of slurry mixture shall be permitted when the temperature of the pavement to be surfaced is below 50° F or when the air temperature is below 60°F in the shade or when, in the opinion of the Engineer, road conditions, road temperatures, imminence of rain, wetness or dampness are not conducive to successful results.

The slurry mixture shall be uniformly spread by means of a controlled spreader box conforming to the requirements of Section 37-3.03C, "Mixing and Spreading Equipment," of the Standard Specifications.

If required by the Engineer, the slurry machine shall be inspected and calibrated on a 300-foot test section. The calibration shall establish the settings required to obtain the application rate for the slurry and correct proportions of ingredients in accordance with these Special Provisions. All surfaces to be slurry sealed shall be lightly dampened with a fog spray of water. The slurry machine shall move forward at such a speed that the fluid slurry mixture will penetrate and substantially fill all available voids. The slurry box squeegees, rubber belting, or similar material, shall be flexible enough to wipe the slurry uniformly over the surface of the roadway without gouging, scouring or abrading the existing surface or chips.

The slurry seal mixture shall be spread at a rate between 12-20 lbs./sq. yd. The exact rate will be determined in the field by the Engineer.

Areas which cannot be reached with the slurry seal machine shall be surfaced using hand squeegees to provide complete and uniform coverage. Care shall be taken to leave no unsightly appearance from the handwork. All handwork shall achieve the same type of finish as applied by the spreader box. All incidental handwork such as surfacing of driveway aprons and returns shall be done concurrently with the surfacing of the street proper.

The joint between the edge of pavement and the concrete gutter shall be sealed/filled with slurry seal and not overlap into the gutter pan. Any application spillage beyond this joint shall be removed or cleaned up by the Contractor to the satisfaction of the Engineer. Gutter spills and any tracking of slurry seal onto concrete improvements shall be cleaned immediately. The edges of the limits of the slurry seal application of both sides of the street shall be maintained in a neat and uniform line.

All lines of termination of slurry sealing shall be neat and straight. The Contractor shall use building paper or an approved equal header materials at all limits of work. Longitudinal joints shall be at the crown of the street or at the edge of the traveled lanes. No excessive buildup or unsightly appearance shall be permitted on longitudinal and transverse joints.

Care will be taken to avoid leaving ridges at the lap joints between adjoining passes. Wherever possible, joints will coincide with lane lines or in the center of the lane. In no case will ridges be allowed in the normal wheel track of vehicles. The forward speed of the slurry spreader shall be adjusted to eliminate corrugations or surface irregularities in the slurry coat, which are caused by excessive speed.

No lumping, balling, or unmixed aggregate shall be permitted. No segregation of the emulsion and fines from the coarse aggregate shall be permitted. If coarse aggregate settles to the bottom of the mix, the slurry mix shall be removed from the pavement. No excessive breaking of emulsion shall be allowed in the spreader box. No streaks caused by oversize aggregates will be left on the finished pavement, and ridges, washboarding in the finished product shall not be allowed.

Weight tags shall be furnished to the Engineer for all materials delivered to the site including aggregates, emulsified asphalt for slurry and retardant.

The Contractor shall immediately remove any excess slurry from the gutters. The Contractor shall not continue to the next street until all excess slurry is removed as determined by the Engineer. No extension of time will be granted due to delay caused by non-compliance with this provision.

The Contractor shall furnish and maintain in good operating condition all tools and equipment necessary to do the work with a minimum of inconvenience to the public and shall employ sufficient personnel to operate all equipment efficiently and skillfully.

The Contractor shall refrain from using fuel or solvents of any kind for cleaning tools and equipment in such a manner as to permit spillage of diesel fuel or solvent on the pavement, curbs, gutters, parkways or other adjoining areas.

Add to section 37-2.04D:

Asphalt Rubber Cape Seal includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in performing asphalt rubber cape seal, including removal of existing striping, protection of existing utilities, and protection of existing facilities, as specified in the Standard Specifications and these special provisions. Payment for compliance with this section will be made under:

Asphalt Rubber Cape Seal – per Square Foot

Add to section 37-3.01B(2) of the RSS for section 37:

Aggregate for slurry seal and micro-surfacing must be Type II.

Add to section 37-3.02D:

Slurry Seal includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in performing slurry seal, including removal of existing striping, protection of existing utilities, and protection of existing facilities, as specified in the Standard Specifications. Payment for compliance with this section will be made under:

Slurry Seal – per Square Foot

Replace the 2nd paragraph in section 37-3.03B(6) with:

Asphaltic emulsion for tack coat must be Grade CQS1.

Add to section 37-3.01D:

Micro-surfacing includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in performing micro-surfacing, including removal of existing striping, protection of existing utilities, and protection of existing facilities, as specified in the Standard Specifications. Payment for compliance with this section will be made under:

Micro-surfacing – per Square Foot

Add to section 37-6.01A of the section 37:

General

Prior to any crack seal/fill, any cracks (including less than 1/4") within project limits shall be cleaned of dirt and vegetation. Prior to any types of pavement treatment or resurfacing, the Contractor shall crack seal/fill all thermal (moving) cracks that are 1/4" wide or larger for slurry seal/micro-surfacing streets, cracks that are 1/2" or larger for rubber cape seal streets, and cracks that are 1/8" or larger for crack sealing only streets. The crack filler material shall be produced from an asphaltic base crude and granulated crude rubber. It shall not have been distilled at a temperature high enough to inquire by burning.

The material shall meet any applicable rules and regulations of the Bay Area Quality Management District.

Materials, plants, vegetation, etc. shall be removed from all cracks prior to placement of the filler. The crack filler shall be a mixture of paving asphalt and ground rubber or ground rubber and polymer which conforms to the following requirements:

Softening Point, ASTM Designation:	D36	180°F minimum
Cone Penetration at 77°F, ASTM Designation:	D5329	30 dmm minimum
Resilience at 77°F, ASTM Designation:	D5329	40% minimum
Flow, ASTM Designation:	D5329	3 mm maximum

The gradation of the ground rubber shall be such that 100% will pass a No. 8 sieve.

The modified asphalt materials shall be furnished premixed in containers with an insider liner of polyethylene. Packaged material shall not exceed 60 lbs. in weight. Storage and heating instructions

The vendor for the crack seal shall furnish a certificate that the material complies with the above requirements. A certificate of compliance conforming to Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications shall be supplied with each shipment. Crack filling shall take place after the asphalt digout repairs, micro-milling, and grinding work are completed. Crack filler should be left 1/8" below top of crack.

Full compensation for furnishing all labor, materials, tools, flaggers, equipment, and all incidentals, and for doing all of the work in compliance with the plans, specifications and this Special Provisions. Payment for compliance with this section will be made under:

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39 ASPHALT CONCRETE

Add to Section 39 of the 2022 Caltrans Standard Specifications:

Add to section 39-1.01A:

Produce and place HMA Type A, 85 gyrations mix with a maximum RAP content of 15%, under the Standard construction process.

Add to section 39-1.02B:

Tack Coat must be diluted SS-1h emulsion in conformance with Section 94 or the Caltrans Standard Specifications.

Add to section 39-1.02C:

Asphalt Binder must comply with Section 92 or the Caltrans Standard Specifications. The grade of asphalt binder for the HMA must be PG-64-10.

Where lanes are open to traffic, the drop-off between adjacent lanes and surfaces must not be more than 0.15 foot.

Add to section 39-1.02E

Aggregate used in HMA Type A must comply with the 3/4-inch maximum grading for base course and 1/2-inch maximum grading for surface courses.

Add to section 39-1.11

Overlay shall consist of a 2" or 3" surface course.

Replace *Reserved* in section 39-5 with:

39-5 PAVEMENT REMOVAL (DIGOUTS)

39-5.01A General

Section 39-5 includes specifications for performing pavement digout repairs.

39-5.01B Materials

Not Used

39-5.01C Construction

Where pavement digouts are shown, remove base and/or surfacing to a depth specified in the quantity table. Remove portions of paving fabric, if found, in conflict with work. At this time, the city does not have any information on the location of paving fabric for the project. Backfill with Hot Mix Asphalt (Type A) under Section 39.

Confirm dimensions of digouts with Engineer. Where lanes are open to traffic, the drop-off between adjacent lanes and surfaces must not be more than 0.15 foot.

39-5.01D Payment

Pavement Removal (Digout) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in performing pavement digouts, including removals, backfills, utilities adjustment and protection, and furnishing and installing the hot mix asphalt (Type A) and as specified in the standard specifications. Payment for compliance with this section will be made under:

Pavement Removal 6" Depth Digouts– per Square Foot

Pavement Removal 3" Depth Digouts– per Square Foot

Add to section 39-6:

The contractor shall supply weight tags to the Engineer on a daily basis. Quantities of asphalt concrete will be determined and approved by the Engineer by using the tags. Asphalt concrete weight tags shall contain the project name and indicate tonnage used on each street.

Payment for Tack Coat shall be considered as included in the contract prices bid for various items of work shown on the bid schedule and no additional compensation shall be allowed therefor.

Hot Mix Asphalt (Type A) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing the hot mix asphalt (Type A) and as specified in the standard specifications. Payment for compliance with this section will be made under:

Hot Mix Asphalt (Type A) – per Ton

Cold Plane Asphalt Concrete Pavement includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing the asphalt and as specified in the standard specifications. Payment for compliance with this section will be made under:

Cold Plane Asphalt Concrete Pavement – per Square Foot

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77 LOCAL INFRASTRUCTURE

Replace *Reserved* in section 77-1 with:

77-1.01 ADJUST UTILITIES TO GRADE

77-1.01A General

Section 77-1.01 includes specifications for adjusting utilities to grade.

77-1.01B Materials

Not Used

77-1.01C Construction

The Contractor shall properly locate and tie all existing facilities (including all existing storm drain, sewer, and water manholes, traffic signal boxes, handholes, utility valve covers, utility valve boxes, water meter boxes, cable boxes, vault covers, and monuments) to be lowered/raised in advance of milling and paving operations. All utilities not being lowered/raised shall be protected in place and any materials that adhere to the frames and covers shall be removed.

Care shall be taken to keep frames and covers clean. The Contractor shall completely protect with heavy plastic or other suitable material all utility covers or other items which are visible on the surface and will be covered by his operations. This shall be completed prior to the start of operations and approved by the Engineer. Any materials that adhere to the frames and covers shall be removed.

Facilities damaged by the Contractor shall be replaced at the Contractor's expense. Facilities (box and lid or frame and cover) found existing in a damaged condition, and reported to the Engineer before disturbing, shall be replaced by the Contractor with materials furnished by the Owner. If not reported, contractor shall be responsible for replacement at its expense.

The Contractor shall notify owners of private utility facilities seven days prior to the start of the milling work. Such owners may request the contractor to adjust the private facilities.

The concrete around these adjusted facilities in the roadway shall be brought up to match the finished pavement elevation. The surface of the adjusted facilities shall be true to the new pavement surface to within a 1/8-inch deviation. This tolerance shall apply in a single direction only, either up or down. The total aggregate tolerance on both sides shall be limited to the 1/8 inch variation. This variation shall apply to the adjacent patch paving around the facility such that neither the paving nor facility vary by more than the stated tolerances. The adjusted facilities in the sidewalk shall be flush with adjacent surface.

77-1.01D Payment

Adjust Utilities to Grade includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in adjusting utilities to grade, including excavation and backfill, lowering for pavement grinding operation and as specified in the standard specifications and Section 77-1.01C. Payment for compliance with this section will be made under:

Utilities adjustment does not apply to Section 39-5 PAVEMENT REMOVAL (DIGOUTS). All utilities adjustment associated with section 39-5 shall be paid for in the various unit price per Section 39-5.01D of this specification.

Lower Manhole – per Each

Adjust Manhole to Grade – per Each

Lower Water Valve – per Each

Adjust Water Valve to Grade – per Each

Lower Monument – per Each

Adjust Monument to Grade – per Each

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78 INCIDENTAL CONSTRUCTION

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Add to section 78-2.01:

Construct survey monuments per City of Gilroy Standard Details. Comply with local and state regulations for the removal and replacement of existing monuments.

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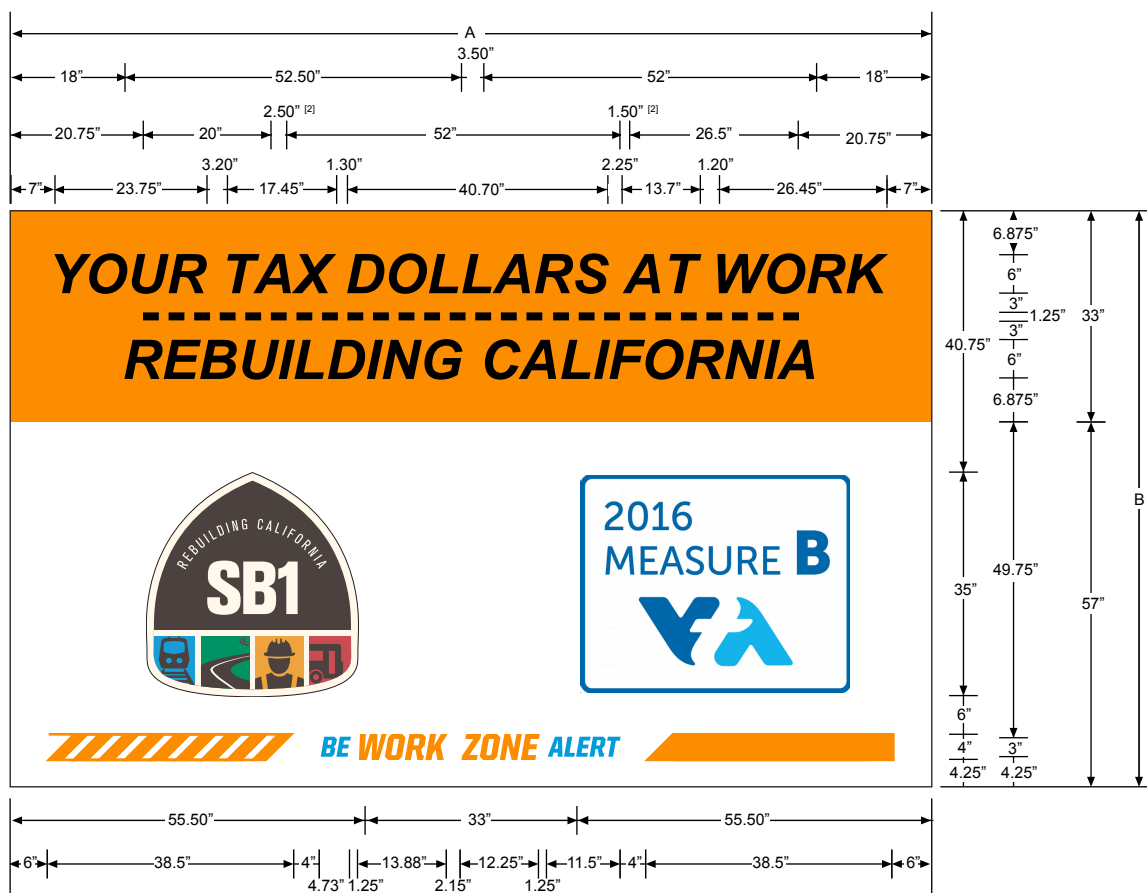
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APPENDIX A

Project Sign Details

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION



NOTES:

1. Provided dimensions are for the 144"x90" sign. For the 96"x60" sign, calculate each dimension by 2/3 (0.667). For the 48"x30" sign, calculate each dimension by 1/3 (0.333).
2. Use when the project involves Senate Bill 1 funds.

C48 (CA)

ENGLISH UNITS

A	B
144	90
96	60
48	30

COLORS: LEGEND - BLACK (ARIAL BOLD ITALIC)

BACKGROUND - WHITE AND FLUORESCENT ORANGE

SENATE BILL 1 LOGO - CMYK COORDINATES FOR SB1 LOGO ARE AS FOLLOWS:

BROWN (C 80%, M 80%, Y 80%, K 20%), LIGHT CREAM (C 0%, M 2%, Y 7%, K 0%),

BLUE (C 75%, M 23%, Y 1%, K 0%), GREEN (C 90%, M 20%, Y 80%, 0%),

YELLOW GOLD (C 0%, M 38%, Y 85%, K 4%), RED (C 16%, M 84%, Y 65%, K 3%)

BE WORK ZONE ALERT RIBBON: PANTONE #299 BLUE AND ORANGE

(SEE VECTOR GRAPHICS FILES FOR SB1 LOGO AND BE WORK ZONE ALERT RIBBON)

ALL COLORS TO BE RETROREFLECTIVE, EXCEPT FOR BLACK

APPENDIX B

Sample Notices

HERE WE COME!



NOTICE

CITY OF GILROY

PUBLIC WORKS DEPARTMENT

NOTICE OF STREET MAINTENANCE TO BUSINESSES AND RESIDENCES

The City is Ready to Maintain Your Street!

Please be advised that **Contractor Name**, acting as contractor for the City of Gilroy, is scheduled to perform work on your street to maintain the road surface.

Temporary traffic delays and on-street parking restrictions will occur during the work. Other streets in your neighborhood may be scheduled for this work on other dates. We apologize in advance for any inconvenience this work may cause and ask for your patience and cooperation so that we may complete this preventative maintenance as soon as possible.

Work will be performed between the hours of 7:00 a.m. and 5:00 p.m.

Streets will be closed to all traffic during resurfacing operations and while the material cures (approximately 4 to 6 hours, depending on weather and site conditions). Please do not drive, walk, bike, skate, play, or allow pets on the newly sealed street until it has been re-opened to traffic.

Please obey all posted traffic control signs and construction workers.

Please DO NOT make sharp turns, three-quarter turns, sudden/hard stops, or TURN STEERING WHEELS WHILE STATIONARY for several days after the resurfacing has been completed.

Parking restrictions will be posted 72 hours in advance of work. Please read the dates and times of parking restrictions when the signs appear on your street. Vehicles parked within the construction zone will be towed by the City of Gilroy Police Department at the owner's expense.

SEE REVERSE SIDE FOR WORK SCHEDULE

Prior to 7:00 a.m. on workdays, please park your vehicle on a nearby street that has no parking restrictions posted.

Please note that unforeseen conditions may cause delays to the work without additional notice. If you should have any questions, please contact:

QUESTIONS?

Project Manager Name
Contractor Name

Phone #

Subcontractor Supervisor
Subcontractor Name

Phone#

AQUI VENEMOS!



AVISO

CIUDAD DE GILROY

DEPARTAMENTO DE OBRAS PÚBLICAS

AVISO DE MANTENIMIENTO DE CALLES A LOS COMERCIOS Y RESIDENTES DEL VECINDARIO

¡La ciudad está lista para mantener su calle!

Tenga en cuenta que **Contractor Name**, que actúa como contratista de la ciudad de Gilroy, está programado para realizar trabajos en su calle para mantener la superficie de la carretera.

Durante el trabajo se producirán retrasos temporales en el tráfico y restricciones de estacionamiento en la carretera. Otras carreteras de su vecindario pueden estar programadas para este trabajo en otras fechas. Pedimos disculpas de antemano por cualquier inconveniente que este trabajo pueda causar y le pedimos su paciencia y cooperación para que podamos completar este mantenimiento preventivo lo antes posible.

Trabajo se realizará entre las 7:00 a.m. y las 5:00 p.m.

Las carreteras van a estar cerradas durante la operación y mientras el material se cura (4 a 6 horas después de la aplicación, dependiendo el clima y condiciones de la carretera). Por favor no camine o maneje en las carreteras hasta que se abran de nuevo al tráfico.

Por favor obedezca las señales de construcción.

Por favor absténgase de giros bruscos y NO GIRE LOS VOLANTES MIENTRAS ESTE PARADO en la carretera por varios días después de que se haya completado la aplicación.

Las restricciones de estacionamiento se publicarán 72 horas antes del trabajo. Por favor, lea las fechas y horas de las restricciones de estacionamiento cuando aparezcan las señales en su carretera. Vehículos estacionados en el área de construcción serán remolcados por el departamento de Policía de la Ciudad de Gilroy al gasto del propietario.

VER EL REVERSO PARA EL HORARIO DE TRABAJO

Antes de las 7:00 a. m. en días laborales, estacione su vehículo en una carretera cercana que no tenga restricciones de estacionamiento publicadas.

Tenga en cuenta que las condiciones imprevistas pueden causar retrasos en el trabajo sin previo aviso. Si tiene alguna pregunta, póngase en contacto con:

¿PREGUNTAS?

Project Manager Name
Contractor Name

Phone #

Subcontractor Supervisor
Subcontractor Name

Phone#

TOW-AWAY

TEMPORARY

NO **PARKING
OR DRIVING**

TIME: 8:00 AM TO 5:00 PM

DATES: _____

REASON: PAVEMENT PREPARATION

**CONTRACTOR'S
NAME:** _____

PHONE NUMBER: _____

DATE POSTED: _____ **(LOCAL OR 800#)**

NOT ACTUAL SIZE

APPENDIX C

Guidance for Posting Tow Away Zones

CITY OF GILROY

“NO PARKING” SIGN GUIDELINES

Use of “No Parking” signs on the public right of way must be approved by the City of Gilroy.

What should the signs look like?

“No Parking” Signs Minimum Requirements

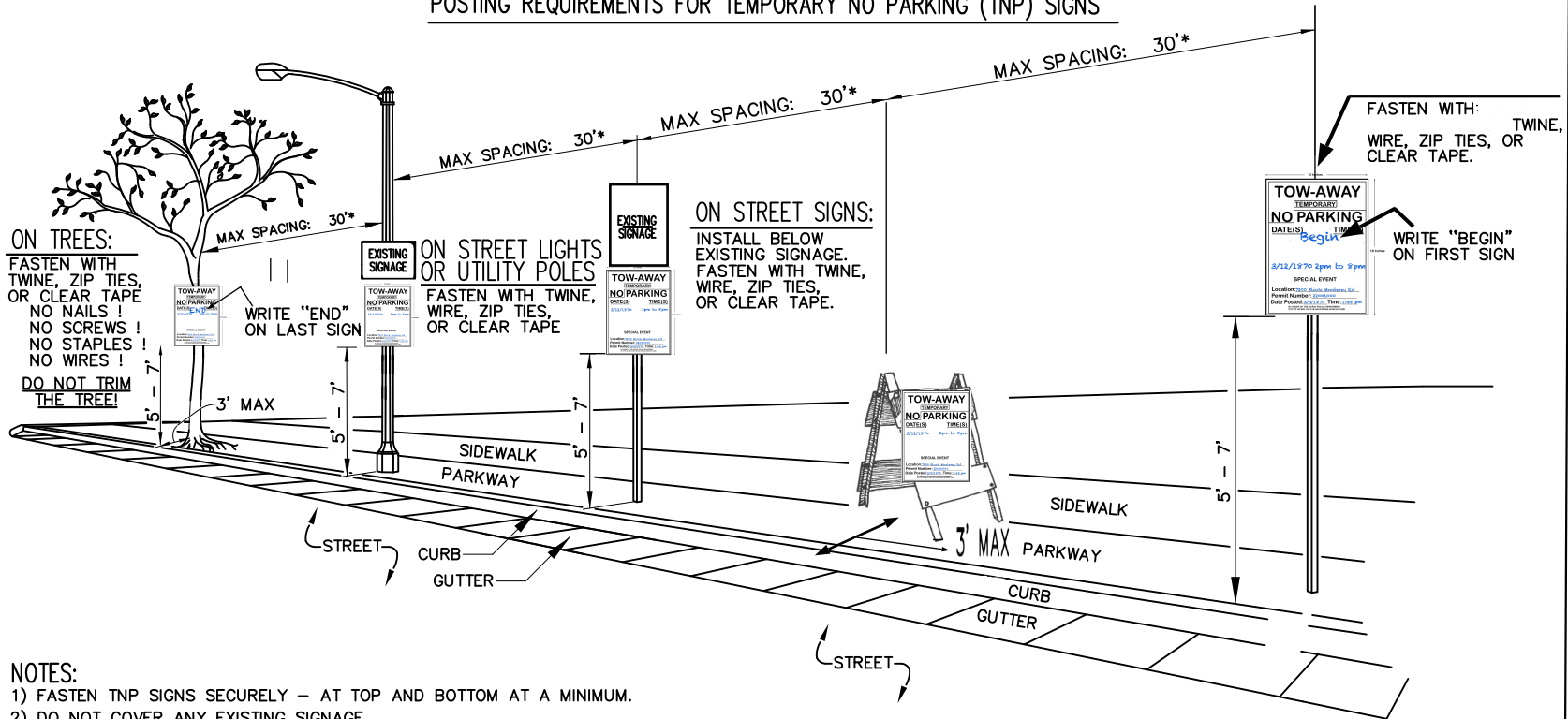
1. “No Parking” signs should be minimum dimension of **12”x18”** with **red lettering on a white background** and of good readable quality. *
2. “No Parking” signs must include the following information in **black or blue marker** with at least 1” high lettering.
 - a. Dates and Times of the “No Parking”
 - b. Location affected; block number or address, for “No Parking”
 - c. Contractor's name and phone number
 - d. The date and time posted

How should the signs be posted along the public right of way?

“No Parking” Posting minimum requirements

1. The “No Parking” signs must be posted at least **72 hours in advance of the parking restrictions.**
2. **To verify the posting** has been completed accurately, photographic evidence must be submitted to 72hour@cityofgilroy.org 72 hours prior to the date and time of parking restrictions. Please enter the project name in the subject line of the email.
 - a. **Posting Height:**
 - i. 5’ to 7’ above the ground if attached to a fixed object like a pole or tree.
 - ii. 3’ to 5’ above the ground if attached to a movable barricade
 - b. **Posting Distance:**
 - i. The “No Parking” signs should be posted no greater than 30’ apart.

POSTING REQUIREMENTS FOR TEMPORARY NO PARKING (TNP) SIGNS



NOTES:

- 1) FASTEN TNP SIGNS SECURELY – AT TOP AND BOTTOM AT A MINIMUM.
- 2) DO NOT COVER ANY EXISTING SIGNAGE.
- 3) INSTALL TNP SIGNS FACING ONCOMING TRAFFIC AND AT A 90 DEGREE ANGLE TO THE STREET (LIKE A STOP SIGN).
- 4) TNP SIGNS MUST BE UNOBSTRUCTED AND CLEARLY VISIBLE FROM THE STREET.

12 Inches

TOW-AWAY
TEMPORARY
NO PARKING
DATE(S) *Begin* TIME(S) *2pm to 8pm*
3/12/1870

18 Inches

SPECIAL EVENT
Location: *7200 Block Monterey Rd*
Permit Number: *22006000*
Date Posted: *3/9/1870* Time: *1:45 pm*
BY ORDER OF THE GILROY POLICE DEPARTMENT
CITY OF GILROY 22651 M CALIFORNIA VEHICLE CODE

Write "Begin" or "End" here.

PERMIT NUMBER

12 Inches

TOW-AWAY
TEMPORARY
NO PARKING
DATE(S) *END* TIME(S) *2pm to 8pm*
3/12/1870

18 Inches

SPECIAL EVENT
Location: *7200 Block Monterey Rd*
Permit Number: *22006000*
Date Posted: *3/9/1870* Time: *1:45 pm*
BY ORDER OF THE GILROY POLICE DEPARTMENT
CITY OF GILROY 22651 M CALIFORNIA VEHICLE CODE

Example "No Parking" Sign

TOW-AWAY
TEMPORARY
NO PARKING
DATE(S) TIME(S)
Special Event
Location: _____
Permit Number: _____
Date Posted: _____ Time: _____
BY ORDER OF THE GILROY POLICE DEPARTMENT
City of Gilroy 22651 M California Vehicle Code

APPENDIX D

Summary of Quantities

Appendix D- Summary of Quantities

Base Bid

Segment No.	Street Name	From	To	PCI	Area (SF)	Crack Seal (SF)	Slurry Seal (SF)	Microsurface (SF)	Rubberized Cape Seal (SF)	2" Asphalt Grind (SF)	2" Asphalt Overlay (TON)	3" Asphalt Grind (SF)	3" Asphalt Overlay (TON)	6" Asphalt Grind (SF)	6" Asphalt Overlay (TON)	3" AC Dig-out (SF)	6" AC Dig-out (SF)	Curb and Gutter (LF)	Sidewalk (SF)	TREE R&R (EA)	Lower/Raise Manhole (EA)	Lower/Raise Water Valve (EA)	Lower/Raise Monument (EA)	Type A Traffic Loops (EA)	Type D Traffic Loops (EA)
1	BAY TREE DR	POPLAR DR	EAST END	53	12,425	12,425	12,425																		
2	BLAKE CT	END	SANTA THERESA DR	69	19,741	19,741	19,741																		
3	BRITTANY CT	MANTELLI DR	END	75	14,241	14,241	14,241																		
4	CARR PL	END	SIXTH ST	70	27,601	27,601	27,601									189		60	300						
5	CARRIAGE DR	END	RANCHO HILLS DR	78	22,967	22,967	22,967																		
6	COLONY CT	RANCHO HILLS DR	END	84	6,028	6,028	6,028																		
7	COLONY WY	END	RANCHO HILLS DR	74	21,437	21,437	21,437																		
8	CRAWFORD CT	CRAWFORD DR	END	71	6,654	6,654	6,654																		
9	ELM ST	FOREST ST	SPRINGDALE CT	71	7,035	7,035	7,035									1,210									
10	FOWLER ST	HOXETT ST	WENTZ DR	69	17,430	17,430	17,430																		
11	HAGEN CT	WENTZ DR	END	72	15,681	15,681	15,681																		
12	HERSMAN DR	SANTA BARBARA DR	STEWART DR	73	34,580	34,580	34,580									1,050									
13	HOXETT ST	CHADWICK	FOWLER ST	69	23,591	23,591	23,591									1,848		180		6					
14	IVY ST	FOREST ST	SPRINGDALE CT	78	7,000	7,000	7,000									1,462									
15	LOS PADRES CT	SAN MIGUEL ST	END	70	18,864	18,864	18,864																		
16	POPLAR DR	MANTELLI DR	BAY TREE DR	81	21,910	21,910	21,910																		
17	SAN MIGUEL ST	SANTA BARBARA DR	LOS PADRES CT	73	54,390	54,390	54,390																		
18	SANTA THERESA DR	SIXTH ST	THIRD ST	70	68,775	68,775	68,775																		
19	SPENCER CT	MANTELLI DR	CUL DE SAC	81	25,488	25,488	25,488																		
20	SPRINGDALE ST	CUL DE SAC	CUL DE SAC	74	46,046	46,046	46,046									630									
21	STEWART DR	HERSMAN DR	END	69	16,318	16,318	16,318																		
22	SYCAMORE CT	POPLAR DR	CUL DE SAC	76	9,730	9,730	9,730																		
23	THAYER CT	CRAWFORD DR	CUL DE SAC	71	17,011	17,011	17,011																		
24	TOYON CT	CUL DE SAC	BAY TREE DR	66	12,040	12,040	12,040																		
25	WENTZ DR	WREN AVE	CARR PL	69	41,755	41,755	41,755											60		2					
26	WILLOW CT	POPLAR DR	CUL DE SAC	80	9,520	9,520	9,520																		
27	ARROYO CIR	CAMINO ARROYO	CAMINO ARROYO	64	207,173	207,173		207,173									22,268				2	2			
28	LONGMEADOW DR	RANCHO HILLS DR	CALLE DEL REY	78	80,300	80,300		80,300									3,875				1	3			
29	LONGMEADOW DR	SANTA TERESA BLVD	HIRASAKI DR	82	21,708	21,708		21,708									4,161				1	1	1		
30	MANTELLI DR	WEST END	RANCHO HILLS DR	80	225,632	225,632		225,632									2,205				2	5			
31	THOMAS RD	200' S/O LUCHESSA AVE	SANTA TERESA BLVD	47	122,866	122,866		122,866								18,866									
32	WILD IRIS DR	MANTELLI DR	SOUTH OF ROUNDABOUT	51	4,000	4,000		4,000																	
33	WREN AVE	FARRELL AVE	VICKERY LN	70	44,100	44,100		44,100																	
34	AYER DR	SANTA BARBARA	END	55	60,936	60,936			60,936								2,058	310	750	7					
35	BYERS ST	SANTA PAULA DR	WREN AVE	62	32,116	32,116			32,116																
36	BAY TREE DR	WEST END	POPLAR DR	53	39,620	39,620			39,620																
37	BLACKSMITH DR	TRAILBLAZER WY	SADDLER DR	52	20,090	20,090			20,090																
38	BLACKWING WY	RANCHO HILLS DR	EAGLE HILLS WY	52	19,180	19,180			19,180								3,444								
39	CHURCH ST	RONAN AVE	WOODWORTH WY	68	48,608	48,608			48,608								9,242				1	4			
40	HUDSON PL	END	ORCHARD DR	75	9,966	9,966			9,966																
41	LIONS CREEK DR	MANTELLI DR	HERITAGE WY	63	31,710	31,710			31,710																
42	LUPINE CT	LIONS CREEK DR	END	46	13,611	13,611			13,611																
43	MILIAS CT	END	BYERS ST	69	14,583	14,583			14,583																
44	NANTUCKET	END	CUMBERLAND DR	66	13,906	13,906			13,906																
45	ORCHARD DR	CUMBERLAND DR	DEARBORN PL	68	56,985	56,985			56,985																
46	PRINCEVALLE ST	TENTH ST	EIGHTH ST	68	50,948	50,948			50,948																
47	QUAILWALK DR	500' SOUTH OF PEREGRINE	EAGLE VIEW WY	43	29,342	29,342			29,342								3,942		30						
48	SADDLER DR	CHEYENNE DR	WAGON WY	55	21,875	21,875			21,875																
49	TICONDEROGA	CUL DE SAC	CUMBERLAND DR	63	19,826	19,826			19,826																
50	TRAILBLAZER WY	LONGMEADOW DR	BLACKSMITH DR	61	15,575	15,575			15,575																
51	WAGON WY	SADDLER DR	LONE DEER WY	63	22,890	22,890			22,890								76								
52	SANTA THERESA DR	THIRD ST	NORTH END	36	33,040					33,040	432														
53	WELBURN AVE	KERN AVE	WREN AVE	45	94,437			94,437				32,772	643				1,785							8	
54	WREN AVE	125' S/O WELBURN AVE	FIRST ST	44	67,788			67,788				37,400	734											11	3
55	WREN AVE	FIRST ST	SIXTH ST	38	224,115			224,115				103,000	2,021											11	3
56	TENTH ST	ALEXANDER ST	540' E/O ALEXANDER ST	26	49,000	49,000		49,000																	
57	TENTH ST	540' E/O ALEXANDER ST	W/O HWY 101 RAMPS	26	29,200									29,200	1,146									14	4
58	AUTOMALL PKWY	TENTH ST	100' S/O TENTH ST	26	8,700									8,700	341									14	4
Total Base Bid					2,312,084	1,854,804	578,258	1,141,119	521,767	33,040	432	173,172	3,399	37,900	1,488	47,481	32,509	640	1,050	15	10	15	1	58	14

Bid Alt 1

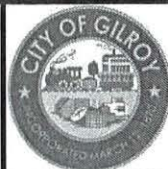
Segment No.	Street Name	From	To	PCI	Area (SF)	Crack Seal (SF)	Slurry Seal (SF)	Microsurface (SF)	Rubberized Cape Seal (SF)	2" Asphalt Grind (SF)	2" Asphalt Overlay (TON)	3" Asphalt Grind (SF)	3" Asphalt Overlay (TON)	6" Asphalt Grind (SF)	6" Asphalt Overlay (TON)	3" AC Dig-out (SF)	6" AC Dig-out (SF)	Curb and Gutter (LF)	Sidewalk (SF)	TREE R&R (EA)	Lower/Raise Manhole (EA)	Lower/Raise Water Valve (EA)	Survey Mon (EA)	Type A Traffic Loops (EA)	Type D Traffic Loops (EA)
59	CHURCH/EIGLEBERRY ALLEY	SIXTH ST	SEVENTH ST	20	11,000					11,000	144			2,310			2,310			1	2	2			
60	CHURCH/EIGLEBERRY ALLEY	EIGHTH ST	NINTH ST	0	10,000					10,000	131			2,100			2,100				1	1			
Total Bid Alt 1					21,000					21,000	275			4,410			4,410			1	3	3			
Total Base Bid + Bid Alt 1					2,333,084	1,854,804	578,258	1,141,119	521,767	54,040	707	173,172	3,399	42,310	1,488	47,481	36,919	640	1,050	16	13	18	1	58	14

APPENDIX E

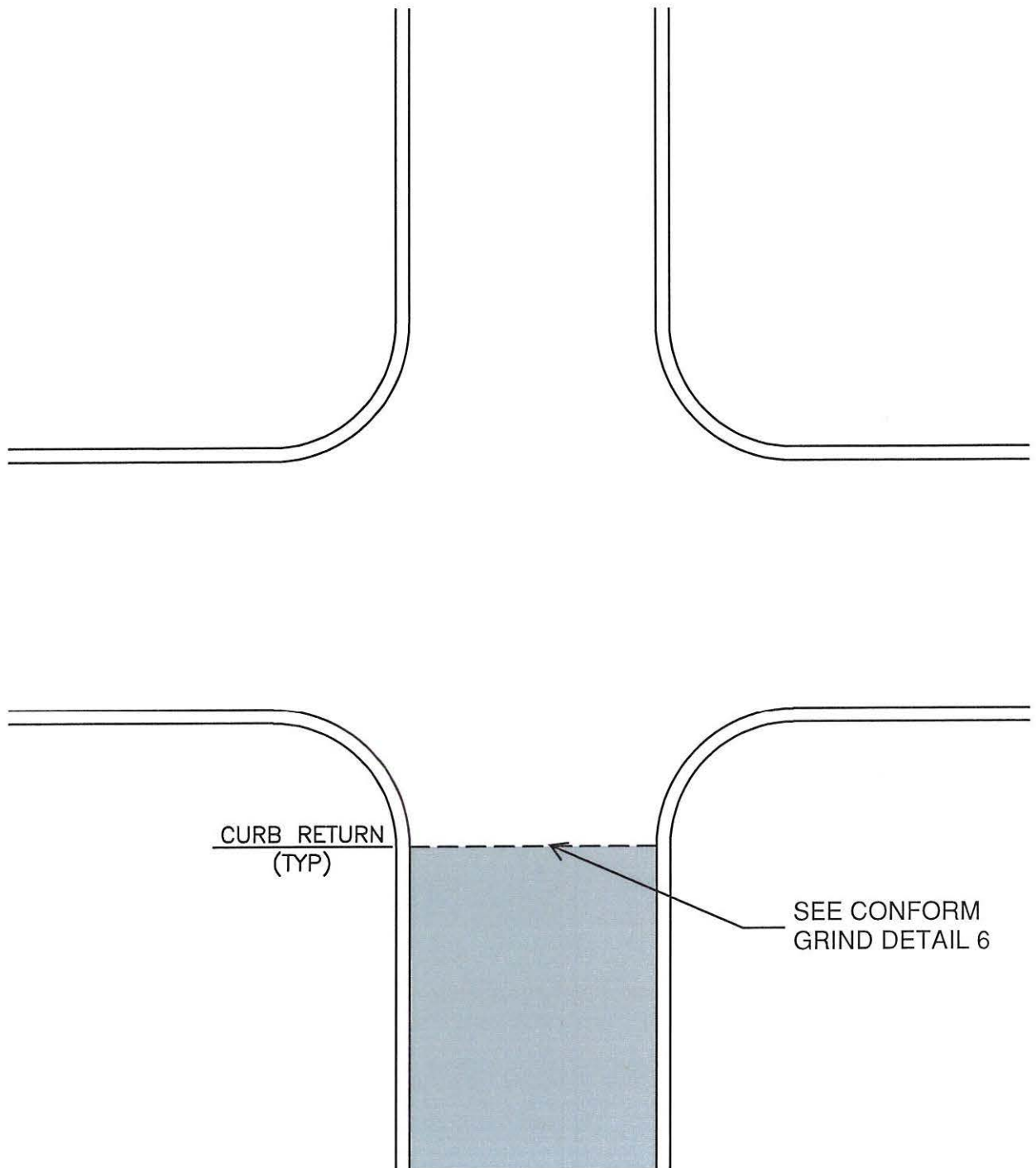
Standard Plans and Details

ASPHALT GRIND & OVERLAY DETAILS

STANDARD DETAILS
7351 ROSANNA STREET
GILROY, CA 95020
408-846-0451

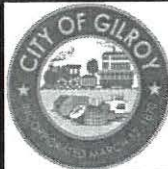


**CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE**

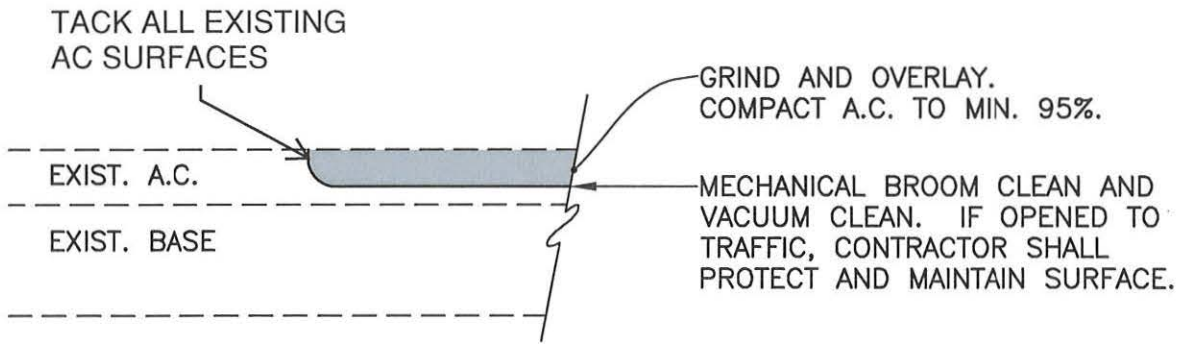


2 **TYPICAL LIMITS OF OVERLAY @ END OF STREET**
NOT TO SCALE

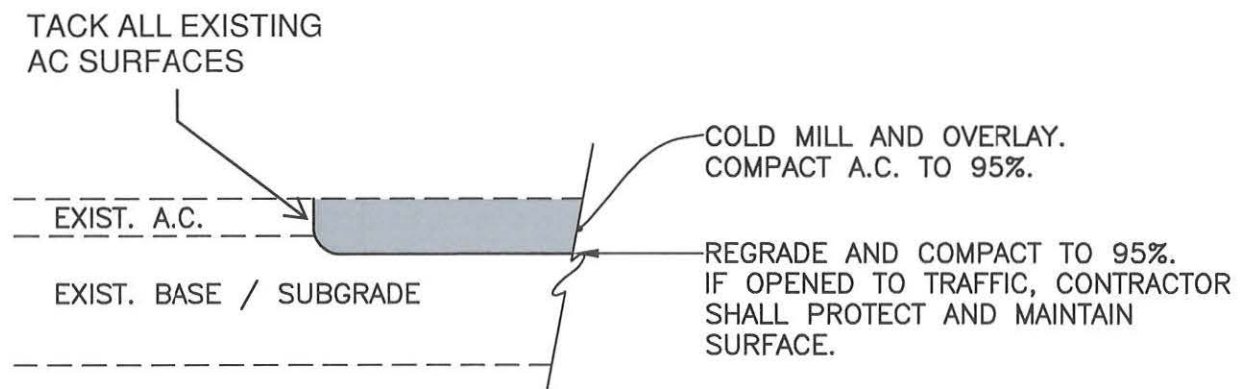
STANDARD DETAILS
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408-846-0451



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FY21 CITYWIDE PAVEMENT
MAINTENANCE



EXISTING A.C. > OVERLAY



EXISTING A.C. < OVERLAY

PROOF ROLL GRIND SURFACE TO LOCATE SOFT AND YIELDING AREAS. YIELDING AREAS SHALL BE REMOVED AND REPLACED, SEE DETAIL. GRIND SURFACES EXPOSED TO TRAFFIC AND DAMAGED, SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST.

3

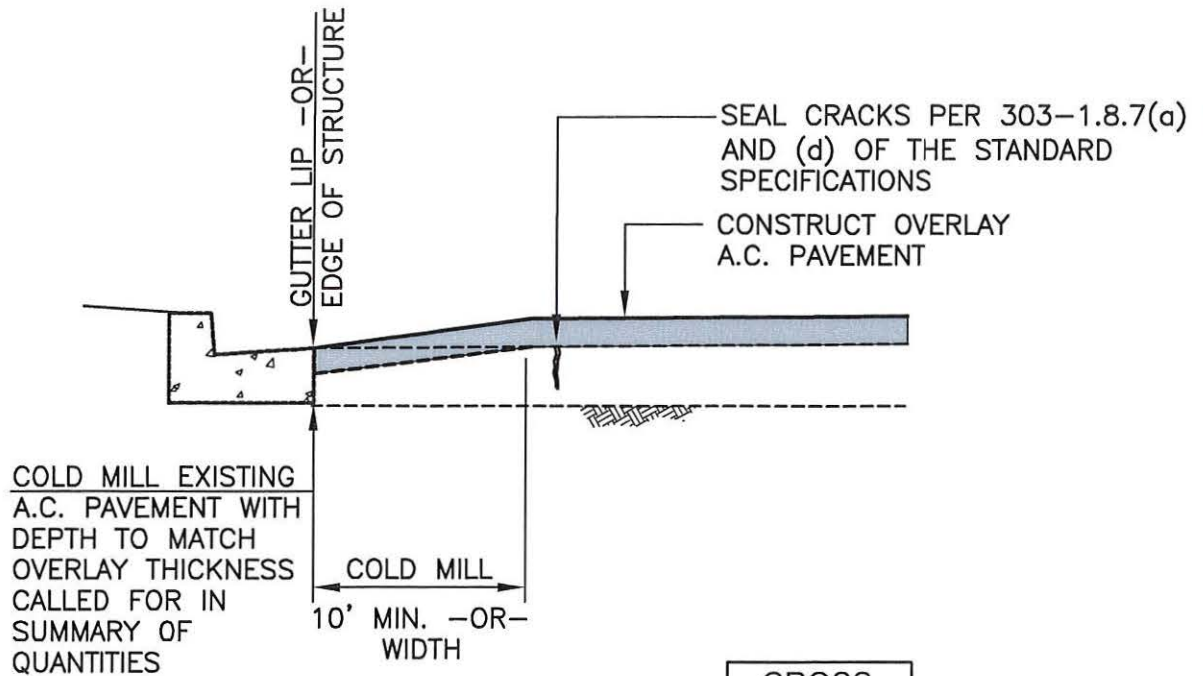
GRIND AND OVERLAY DETAIL

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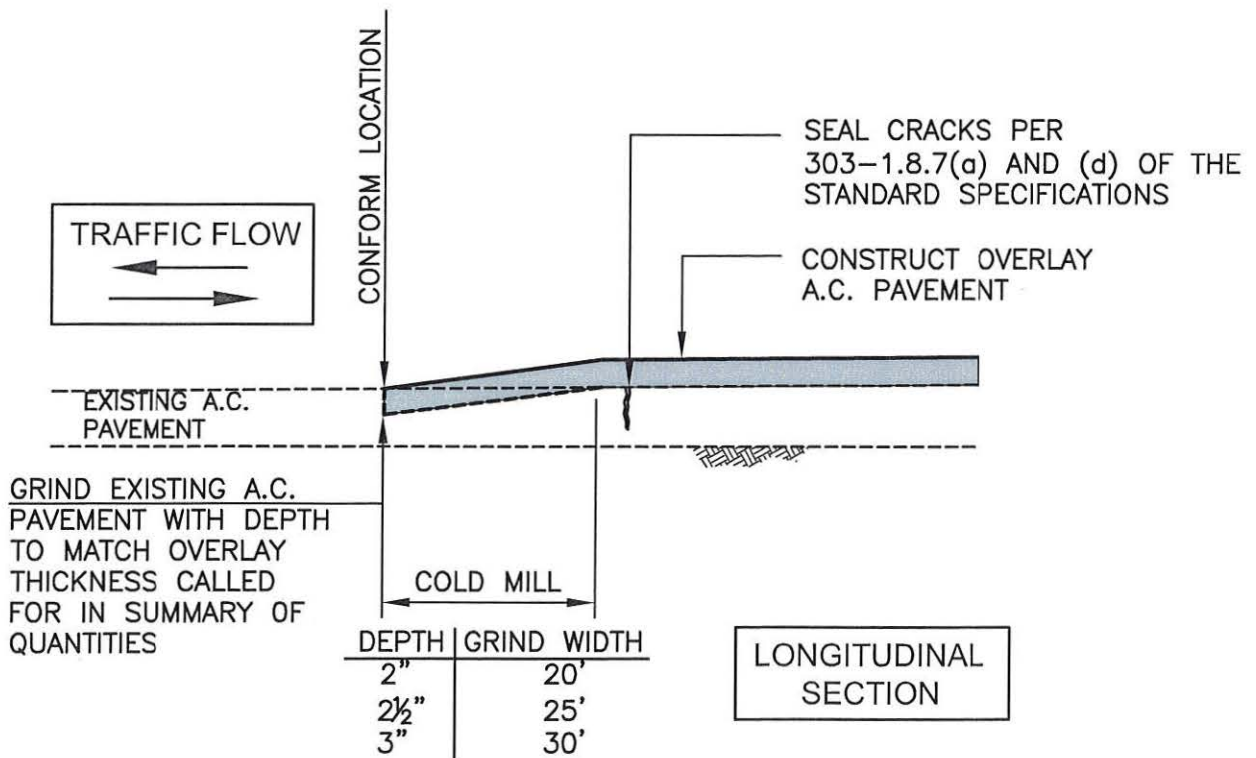
STANDARD DETAILS
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CITY OF GILROY
FY21 CITYWIDE PAVEMENT
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CROSS
SECTION



LONGITUDINAL
SECTION

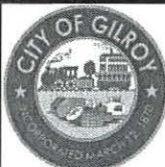
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EDGE GRIND AND OVERLAY DETAIL

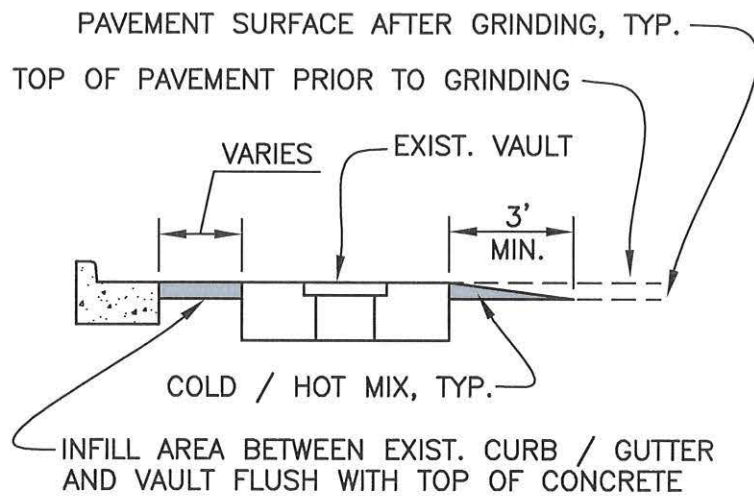
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STANDARD DETAILS

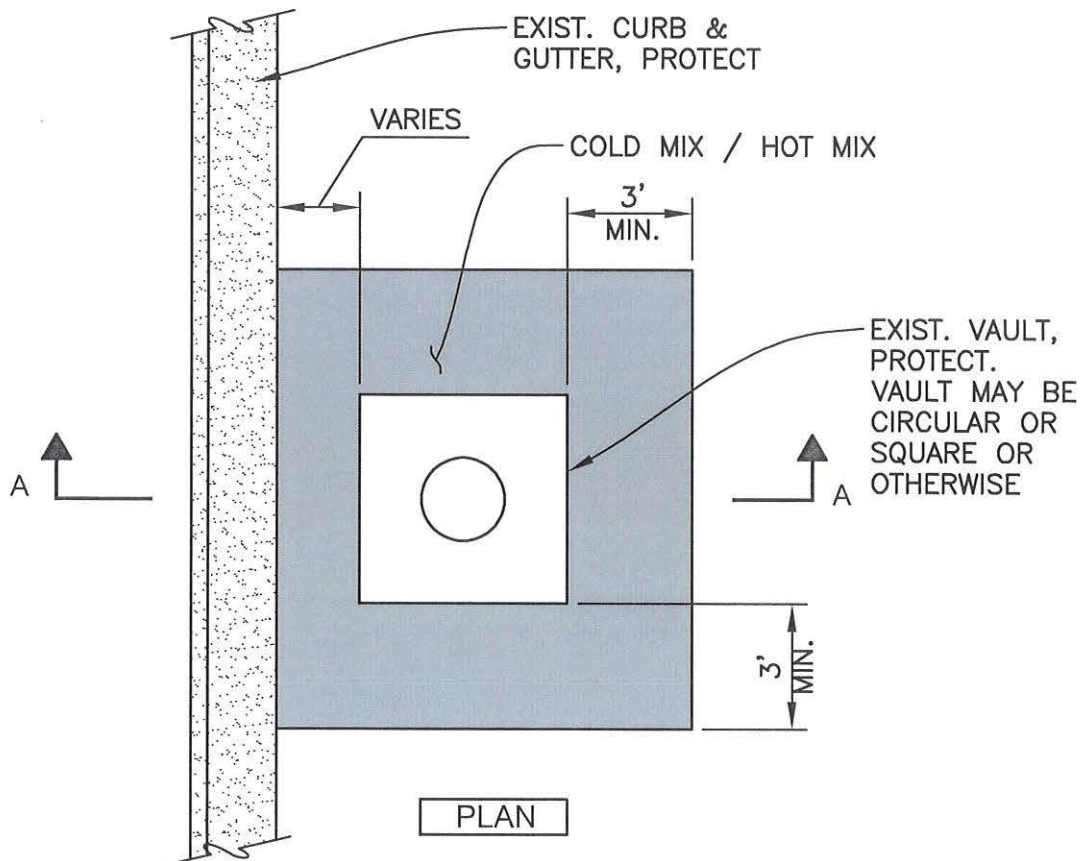
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FY21 CITYWIDE PAVEMENT
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SECTION A-A



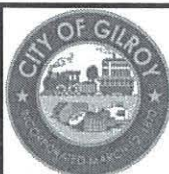
PLAN

9

TEMPORARY VAULT CONFORM DETAIL

NOT TO SCALE

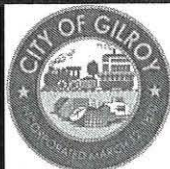
STANDARD DETAILS
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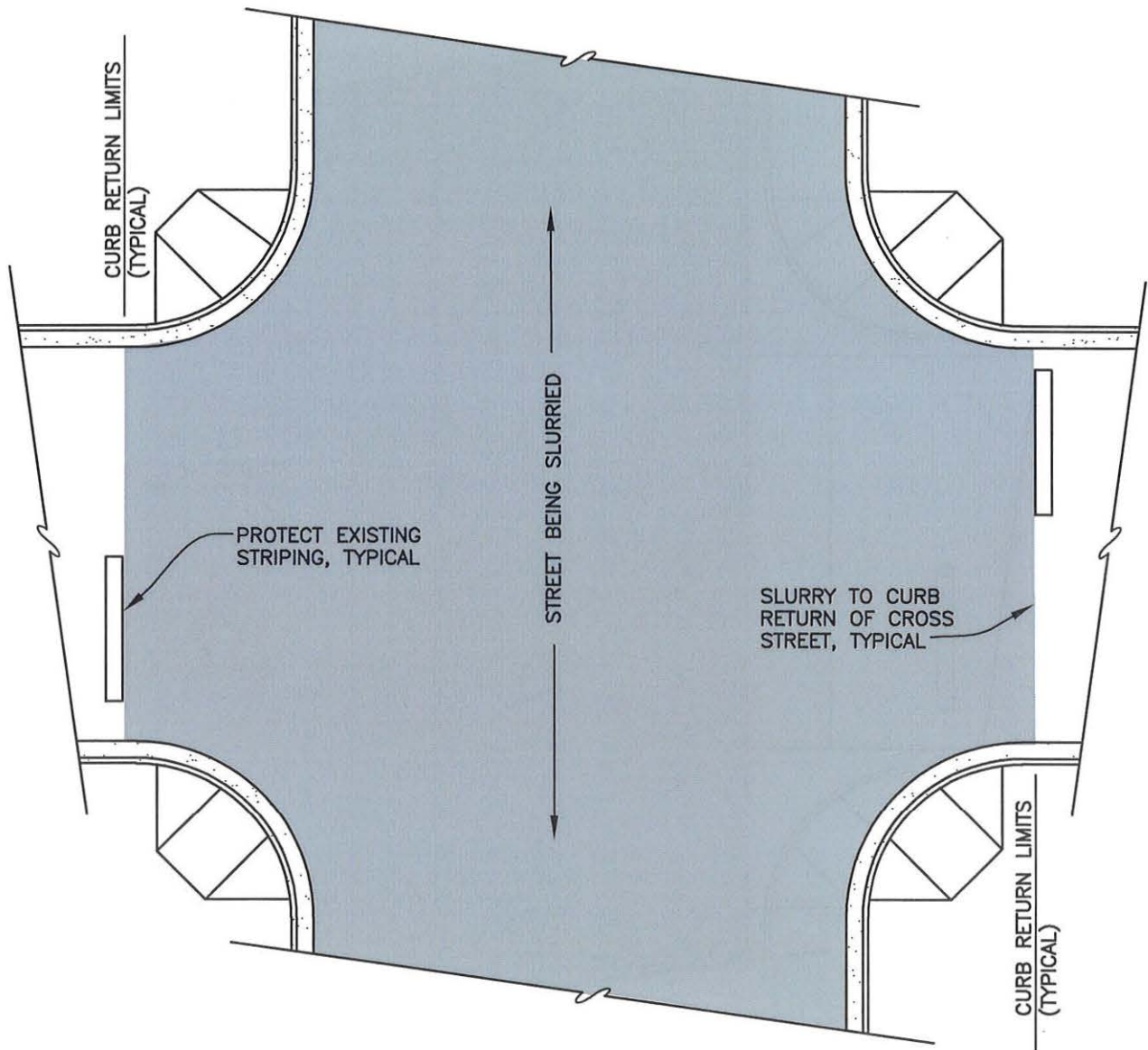
CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE

**MICRO-SURFACING,
SLURRY SEAL
& RUBBERIZED CAPE SEAL
DETAILS**

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**CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE**



1

TYPE 2 SLURRY SEAL LIMITS DETAIL

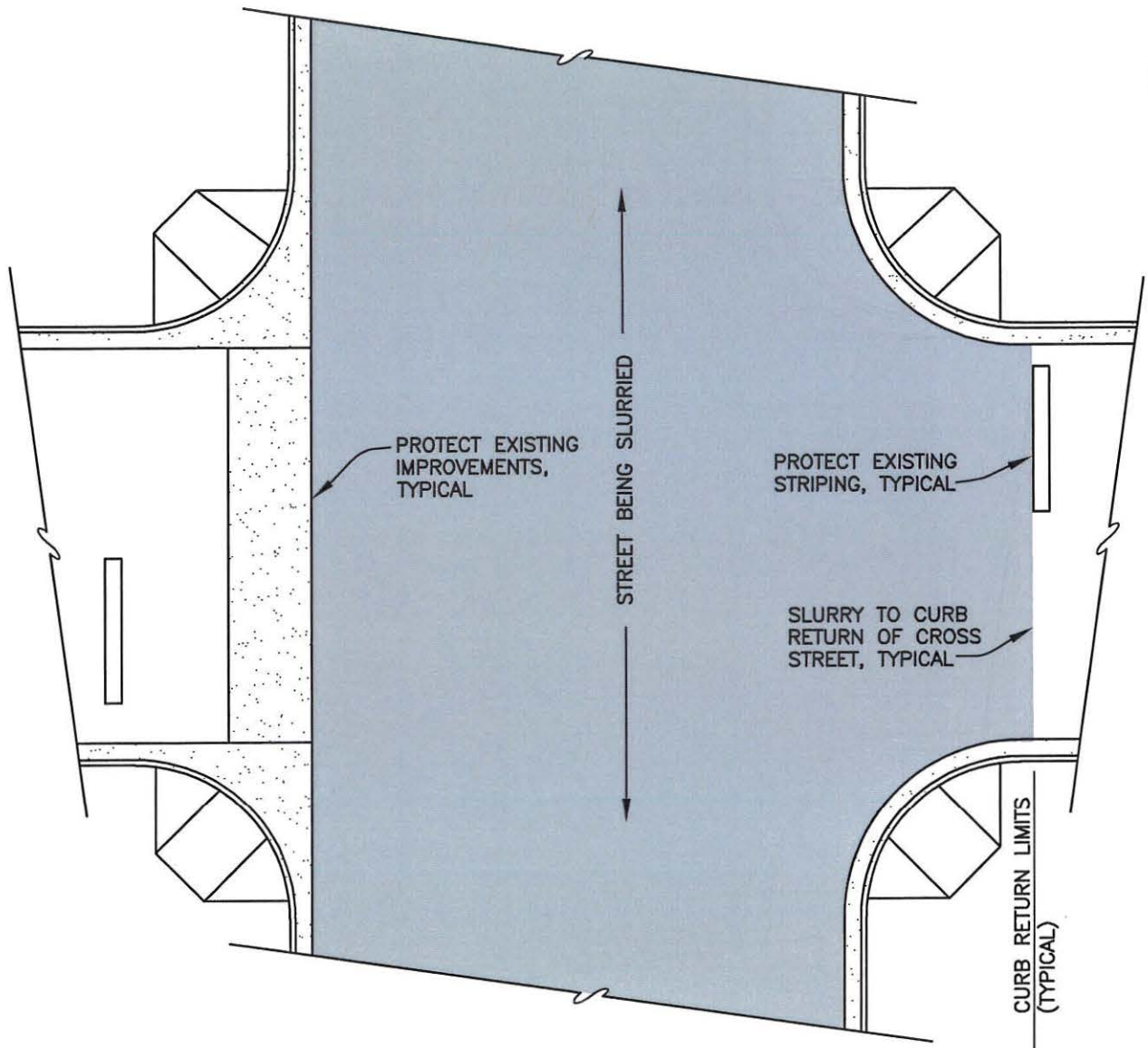
NOT TO SCALE

STANDARD DETAILS

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CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



2

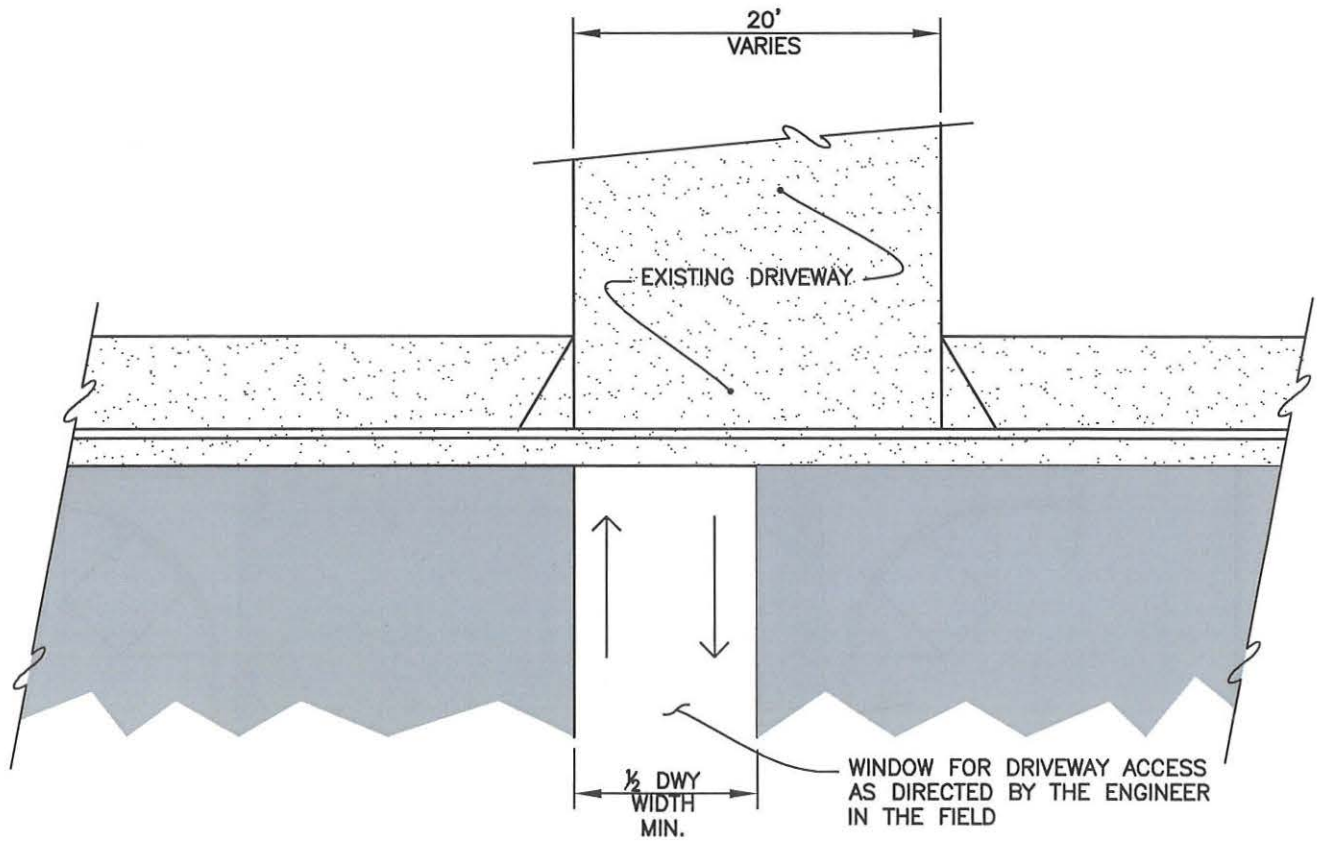
TYPE 2 SLURRY SEAL LIMITS DETAIL

NOT TO SCALE

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5

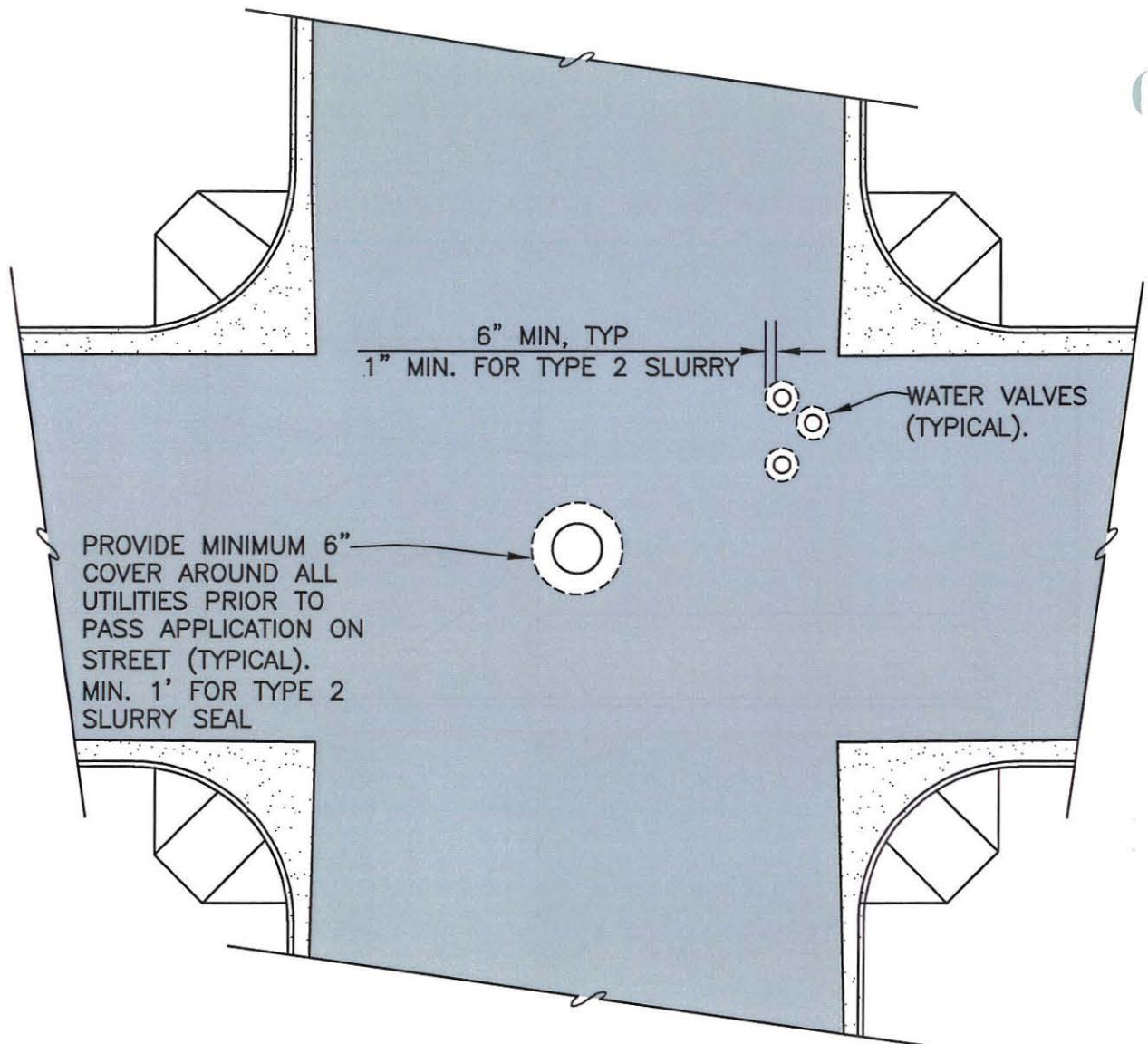
DRIVEWAY ACCESS WINDOW

NOT TO SCALE

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CITY OF GILROY
FY21 CITYWIDE PAVEMENT
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6

TYPE 2, TYPE 3 SLURRY SEAL UTILITY PROTECTION DETAIL

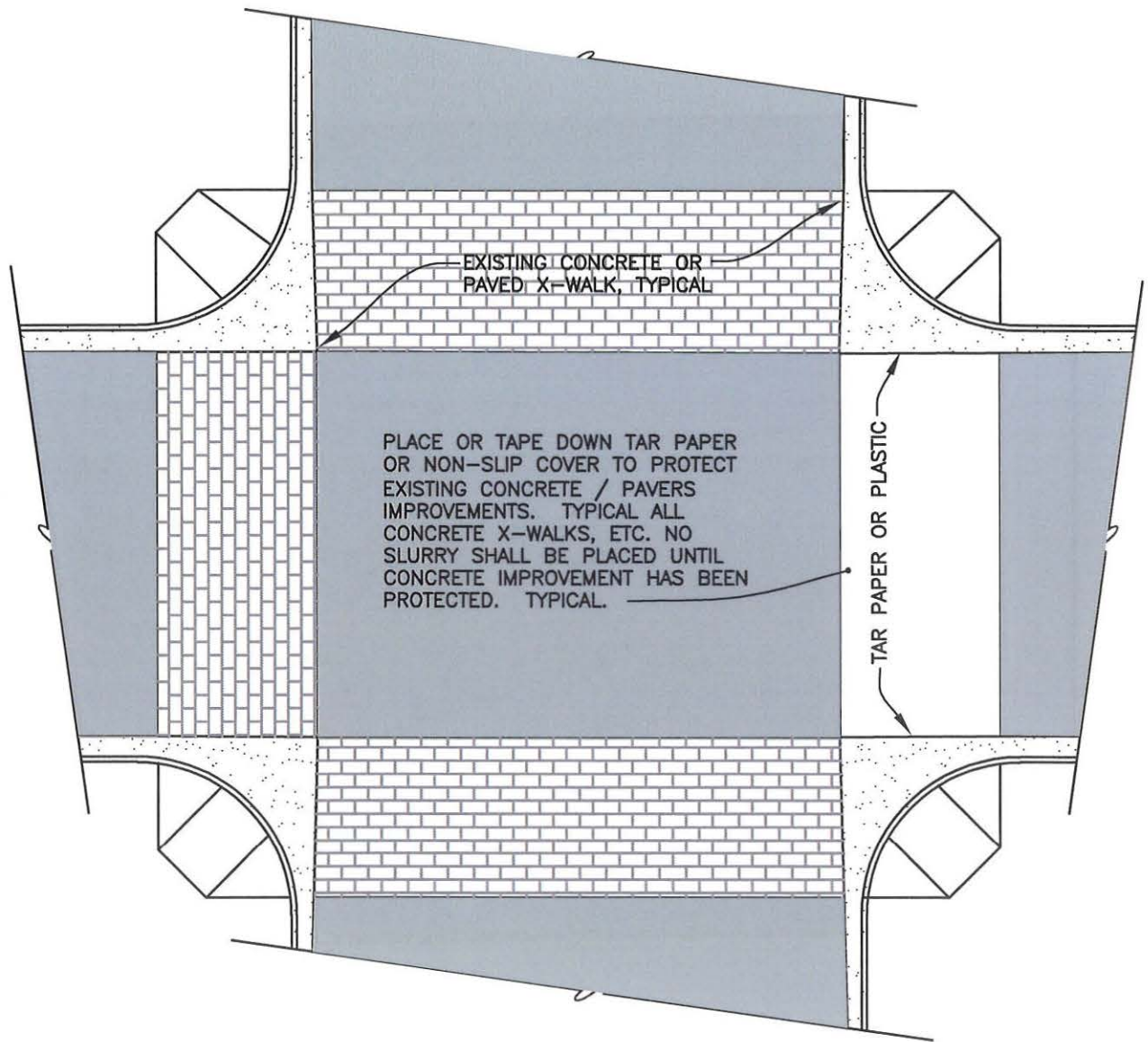
NOT TO SCALE

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**CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE**



7

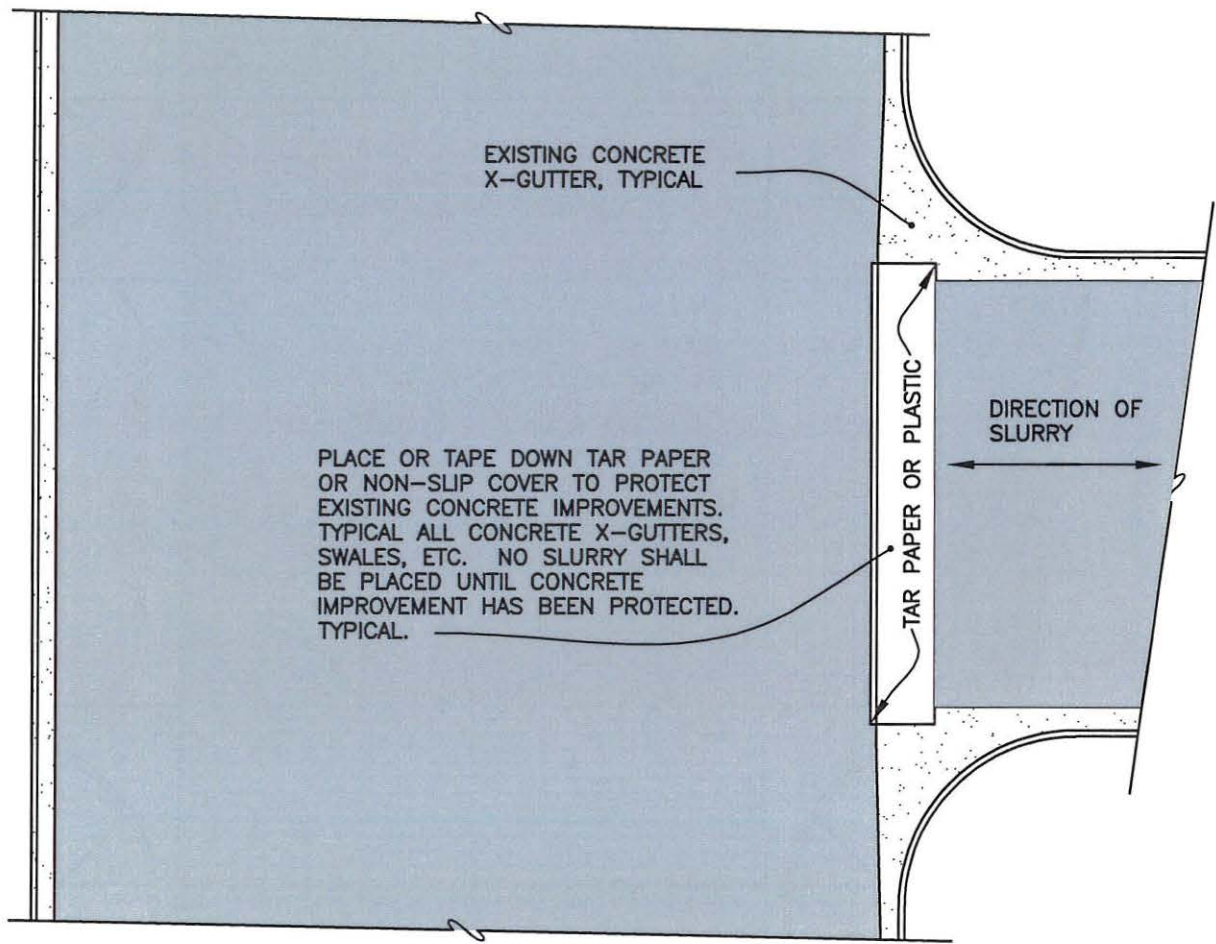
CONCRETE X-WALK PROTECTION DETAIL

NOT TO SCALE

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CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE

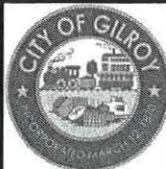


8

CONCRETE IMPROVEMENT PROTECTION DETAIL

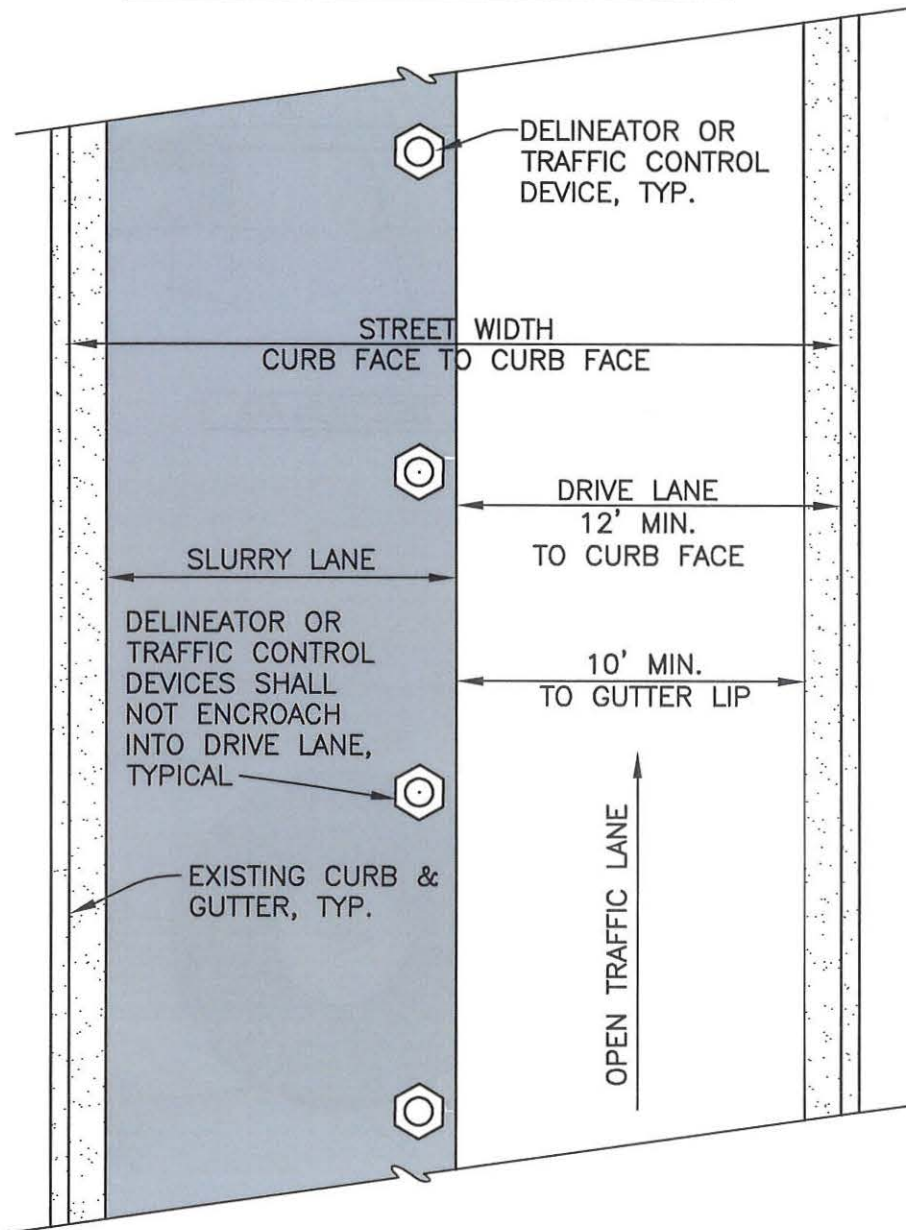
NOT TO SCALE

STANDARD DETAILS
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CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE

ALL TRAFFIC CONTROL SHALL BE IN
CONFORMANCE WITH 2012 CA M.U.T.C.D.
REQUIREMENTS, TYPICAL



9

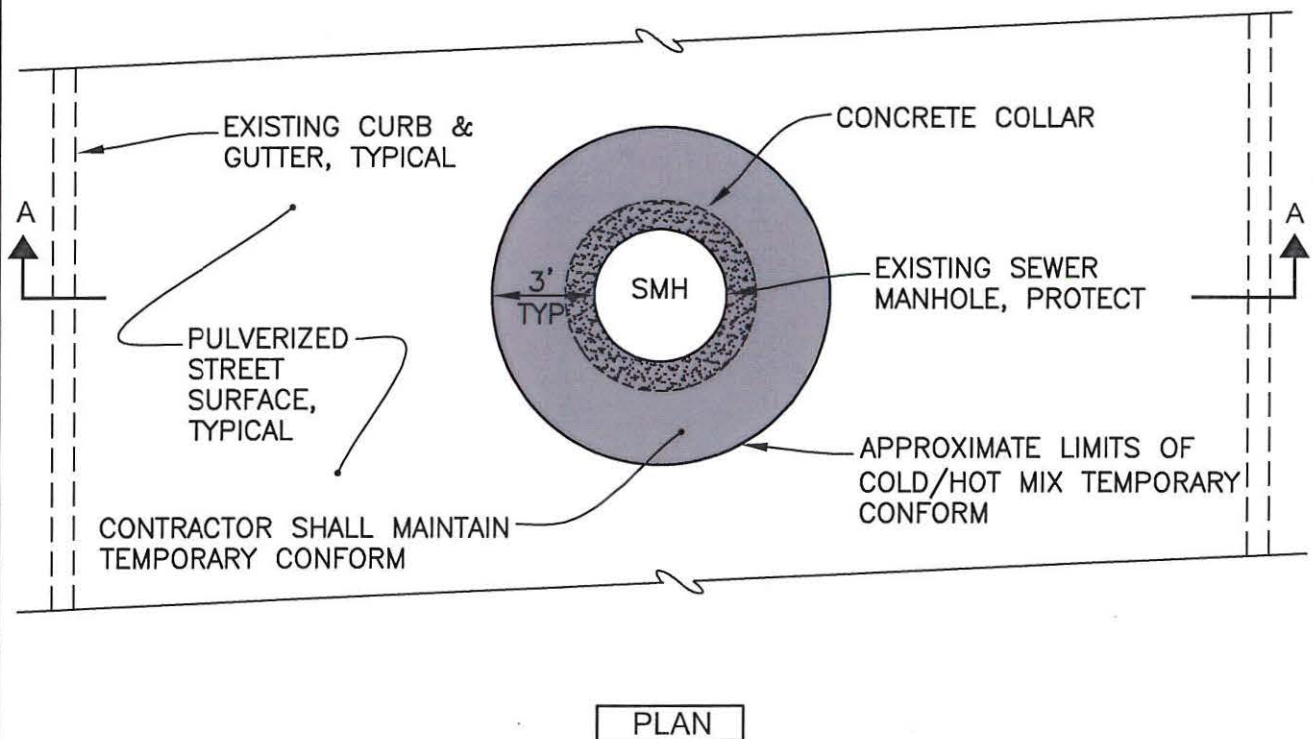
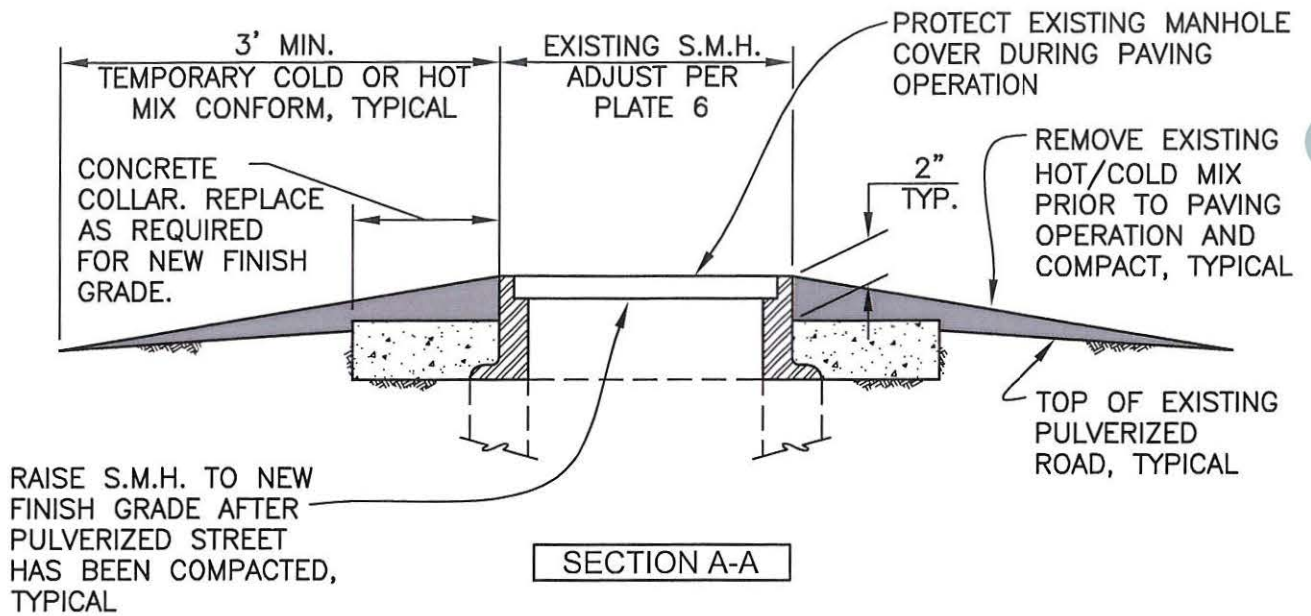
TYPICAL 1/2 SLURRY STREET DETAIL

NOT TO SCALE

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CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE

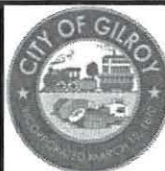


11

TEMPORARY SEWER MANHOLE CONFORM DETAIL

NOT TO SCALE

STANDARD DETAILS
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GILROY, CA 95020
408-846-0451



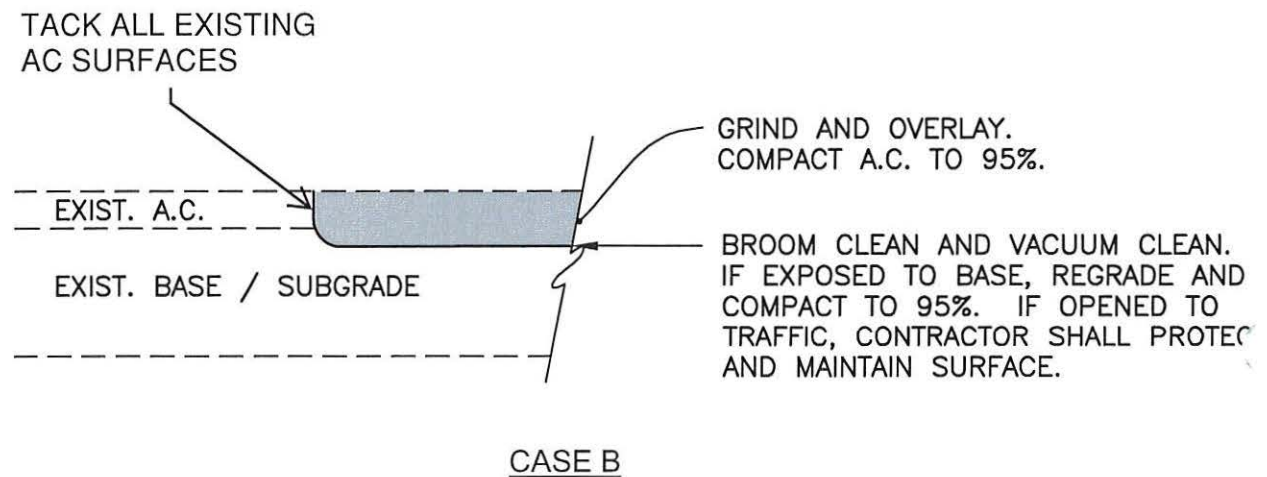
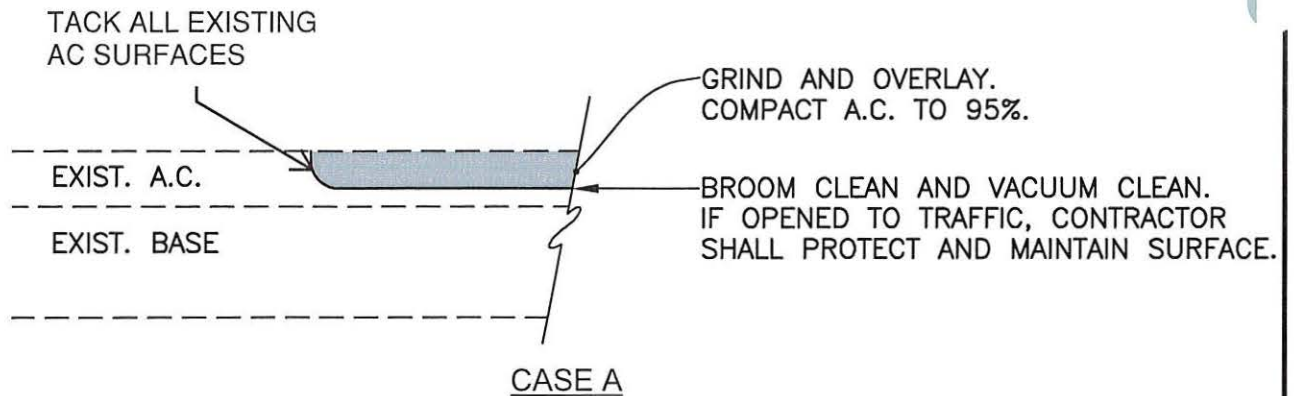
CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE

PAVEMENT REPAIR DETAILS

STANDARD DETAILS
7351 ROSANNA STREET
GILROY, CA 95020
408-846-0451



CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



GRIND SURFACES EXPOSED TO TRAFFIC AND DAMAGED,
SHALL BE REPAIRED BY THE CONTRACTOR AT NO
ADDITIONAL COST. CONTRACTOR SHALL PAVE ALL
EXPOSED GROUND AREAS EACH DAY.

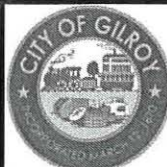
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**4" AND 6" GRIND AND REPLACE
A.C. PAVEMENT DETAIL**

NOT TO SCALE

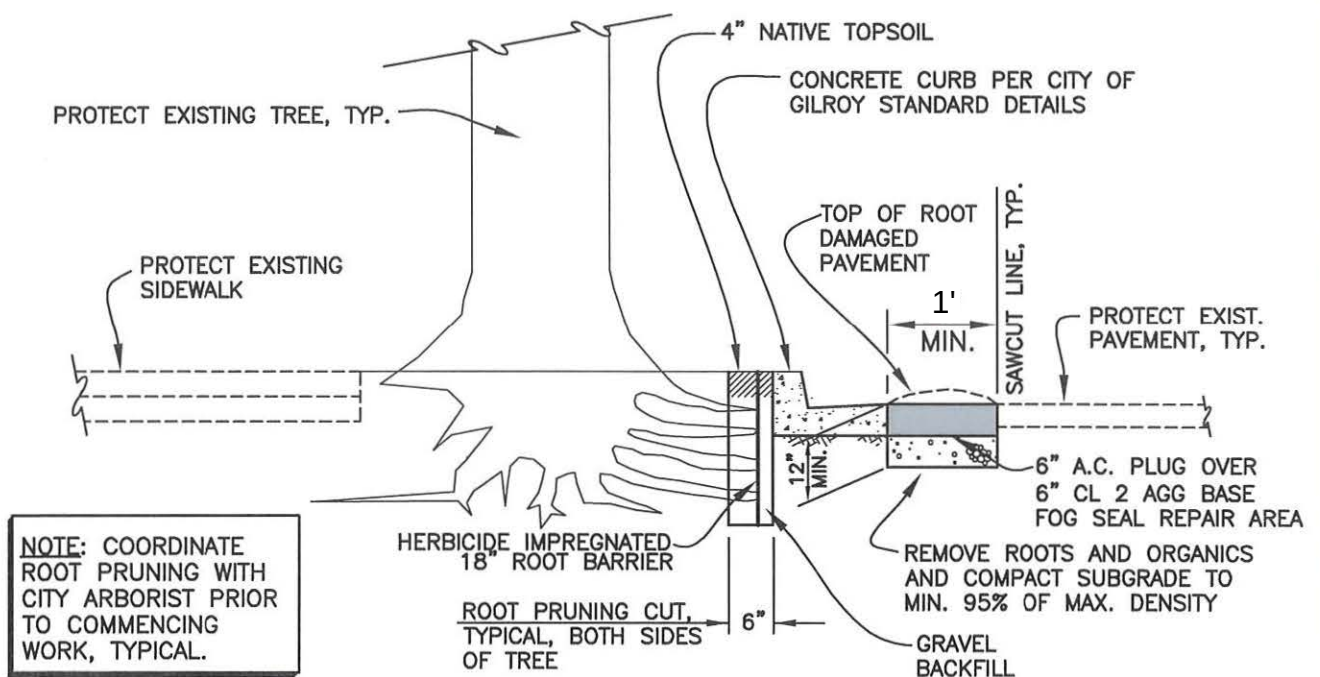
STANDARD DETAILS

7351 ROSANNA STREET
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408-846-0451



**CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE**

REMOVED



PCC CURB AND VARIABLE WIDTH GUTTER REMOVE AND REPLACE

6

NOT TO SCALE

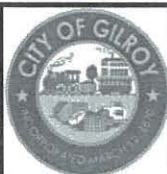
STANDARD DETAILS
7351 ROSANNA STREET
GILROY, CA 95020
408-846-0451



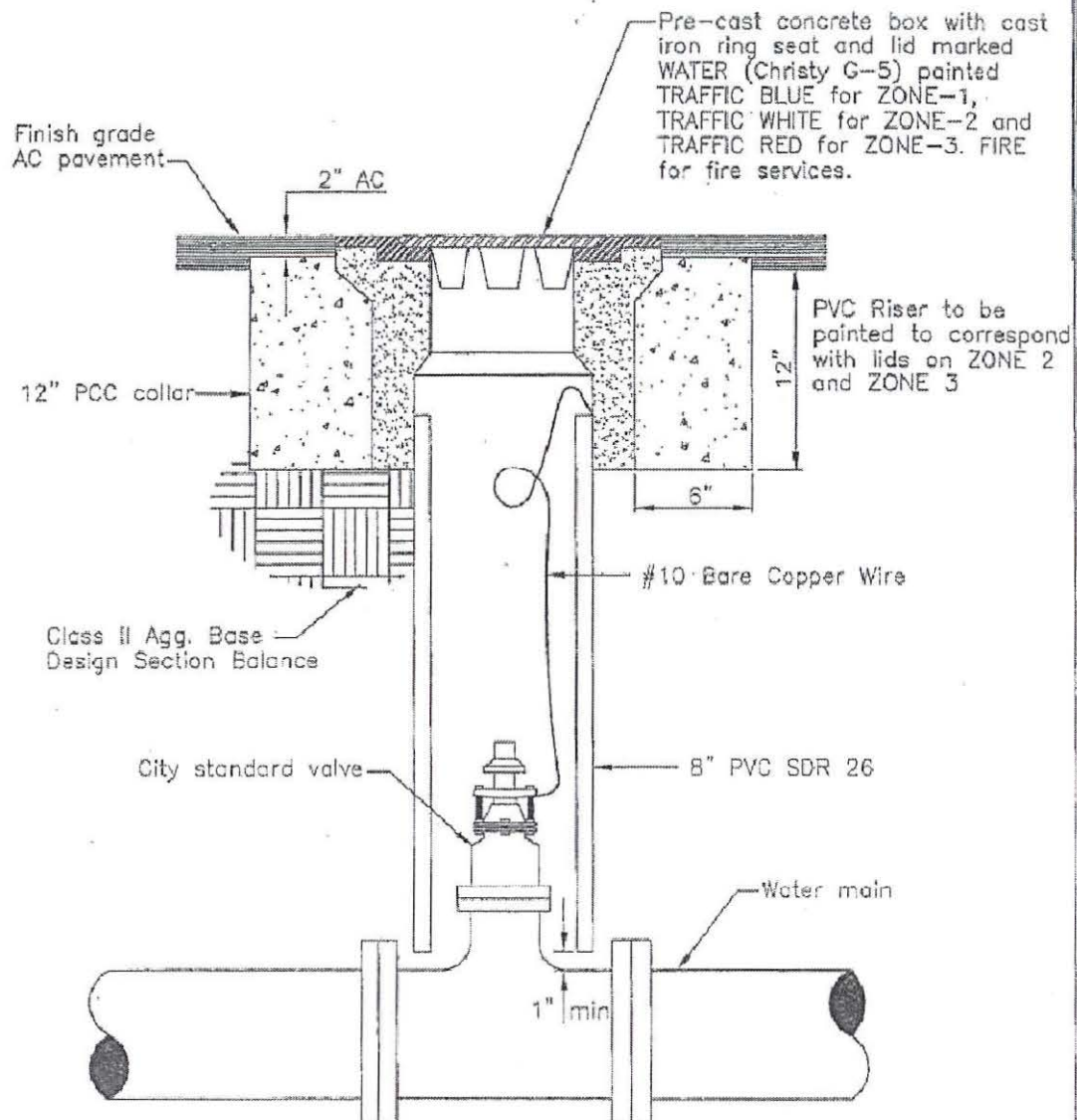
CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE

CITY DETAILS

STANDARD DETAILS
7351 ROSANNA STREET
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CITY OF GILROY
**FY21 CITYWIDE PAVEMENT
MAINTENANCE**



NOTES:

1. City standard valve shall be AMERICAN FLOW CONTROL series 500 or MUELLER Resilient Wedge A-2361 for valves 12" and smaller. For valves greater than 12" use Mueller Lineseal III Valve.
2. See STANDARD SPECIFICATIONS for ductile iron fittings and pipe class.
3. Paint inside of PVC Riser to correspond with lids on Zone-2 and Zone-3.
4. Blue carsonite marker to be installed when box is in a dirt area with 18" concrete collar T grade.

VALVE BOX INSTALLATION



APPROVED BY:

Ed S. Smith 8-18-14
CITY ENGINEER DATE

DRAWN BY: CSG
CHECKED BY:
LAST REVISED: 6/13/14

SCALE:

N.T.S.

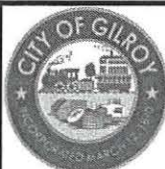
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WATER

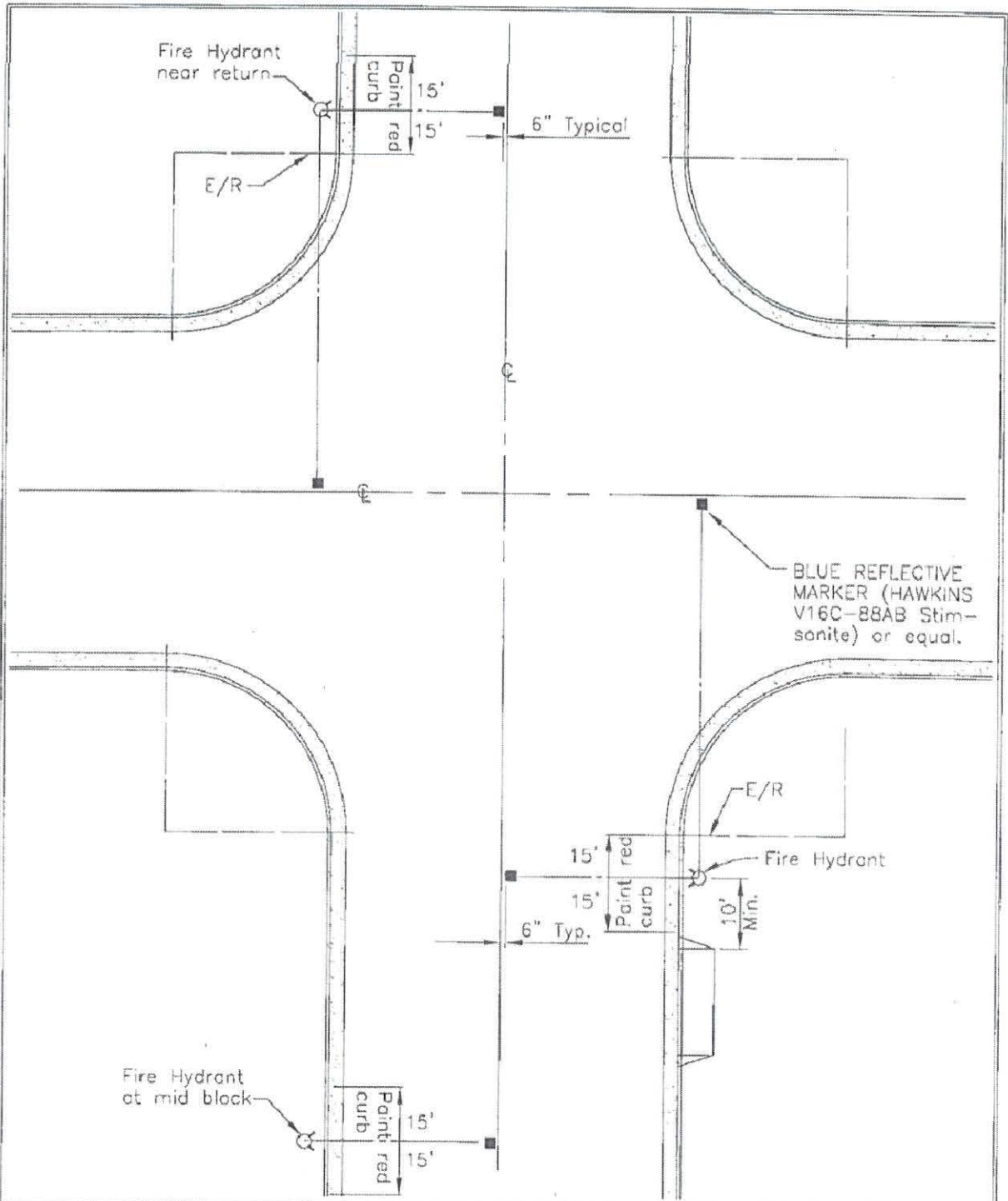
DRAWING NO.: WA-1

STANDARD DETAILS

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CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



FIRE HYDRANT LOCATION MARKER



APPROVED BY

Paul S. [Signature] 8-18-14
CITY ENGINEER DATE

DRAWN BY: CSG
CHECKED BY:
LAST REVISED: 6/19/14

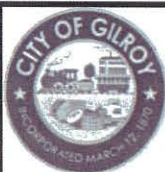
SCALE:
N.T.S.

SECTION:

WATER

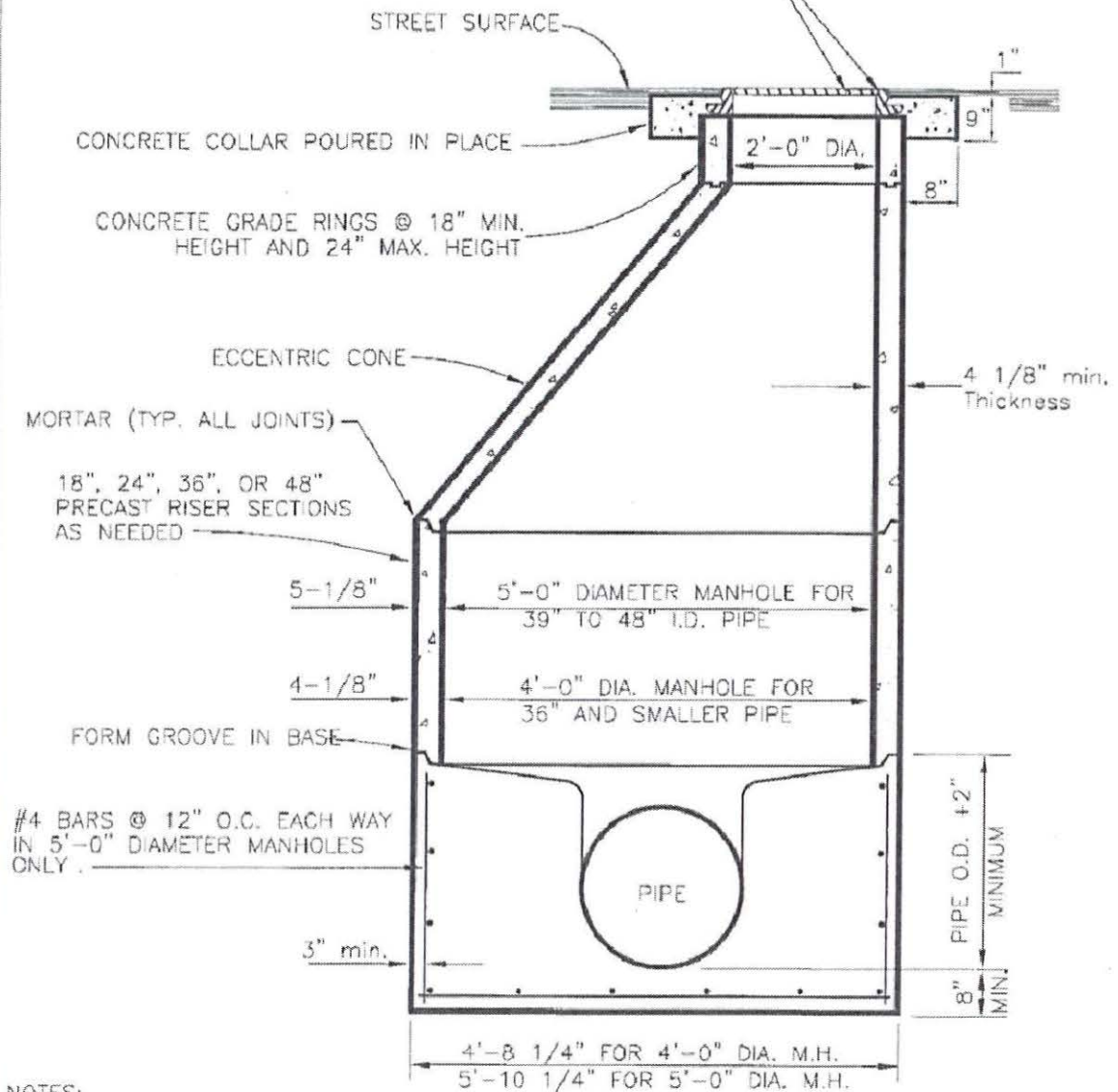
DRAWING NO.: WA-9

STANDARD DETAILS
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CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE

INSTALL MANHOLE FRAME AND COVER
TO FINISH GRADE BEFORE PLACING
LAST LIFT OF PAVING.
SEE STM-1 NOTE 18.



NOTES:

1. MANHOLE STEPS ARE NOT REQUIRED.
2. 500' MAX. SPACING BETWEEN MANHOLES.

STANDARD STORM DRAIN MANHOLE



APPROVED BY

Paul S. Smith 8-18-14
CITY ENGINEER DATE

DRAWN BY: CSC

CHECKED BY:

LAST REVISED: 8/6/14

SCALE:

N.T.S.

SECTION:

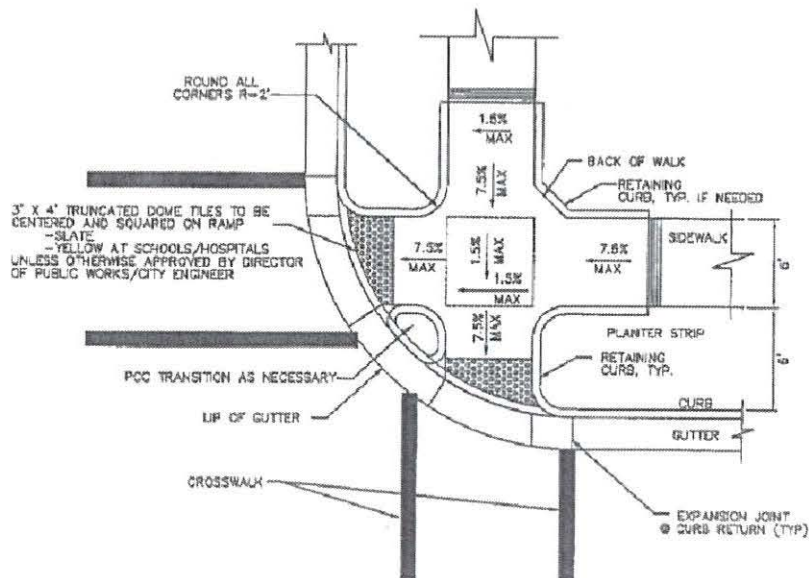
STORM DRAIN

DRAWING NO.: STM-9

STANDARD DETAILS
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408-846-0451



CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



ADA RAMP CONFIGURATION FOR 15' TO 20' RADIUS CORNER.

NOTES:

1. ALL LOCAL STREETS TO HAVE TWO RAMPS.
2. USE CURRENT CALTRANS ADA ACCESS RAMP DETAILS, EXCEPT AS FOLLOWS FOR THE 15' RADIUS TO 20' RADIUS CORNERS AS APPROPRIATE AND AS DETERMINED BY THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER.
3. SLOPES/DIMENSIONS INCLUDE CONSTRUCTION TOLERANCES; IMPROVEMENTS SHALL NOT EXCEED ADA STANDARDS.
4. RAMP WIDTHS SHALL MATCH THE SIDEWALK WIDTHS AND SHALL NOT BE LESS THAN 4'-2" WIDE.
5. ALL RAMPS MUST BE LOCATED INSIDE THE CROSSWALKS OR IN FRONT OF THE STOP BAR.
6. ALL JOINTS BETWEEN ELEMENTS EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH SHALL REMAIN CONSTANT FROM TOP TO BOTTOM.

ADA RAMP CONFIGURATION, 15' TO 20' RADIAL CORNER

DRAWN BY: CSG

SCALE:

CHECKED BY:

LAST REVISED: 10/6/14

N.T.S.

SECTION:

STREETS

DRAWING NO.: STR-11A



APPROVED BY:

[Signature] 8-18-14
CITY ENGINEER DATE

STANDARD DETAILS
7351 ROSANNA STREET
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408-846-0451



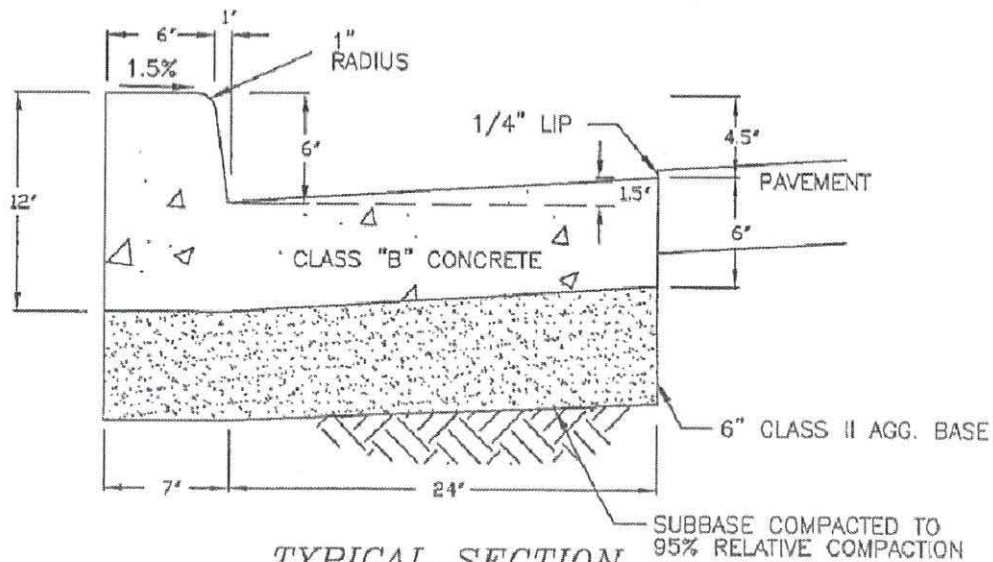
CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



- NOTES:
1. ALL LOCAL STREETS TO HAVE TWO RAMPS.
 2. USE CURRENT CALTRANS ADA ACCESS RAMP DETAILS, EXCEPT AS FOLLOWS FOR RADII GREATER THAN 20' RADIUS CORNERS AS APPROPRIATE AND AS DETERMINED BY THE DIRECTOR OF PUBLIC WORKS/CITY ENGINEER.
 3. SLOPES/DIMENSIONS INCLUDE CONSTRUCTION TOLERANCES; IMPROVEMENTS SHALL NOT EXCEED ADA STANDARDS.
 4. RAMP WIDTHS SHALL MATCH THE SIDEWALK WIDTHS AND SHALL NOT BE LESS THAN 4'-2" WIDE.
 5. ALL RAMPS MUST BE LOCATED INSIDE THE CROSSWALKS OR IN FRONT OF THE STOP BAR.
 6. ALL JOINTS BETWEEN ELEMENTS EXCEPT BETWEEN RAMP AND FLARE, ARE RADIAL. RAMP WIDTH SHALL REMAIN CONSTANT FROM TOP TO BOTTOM.

DRAWING NO.: STR-11B

CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE

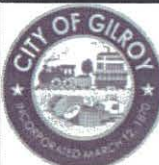


NOTES:

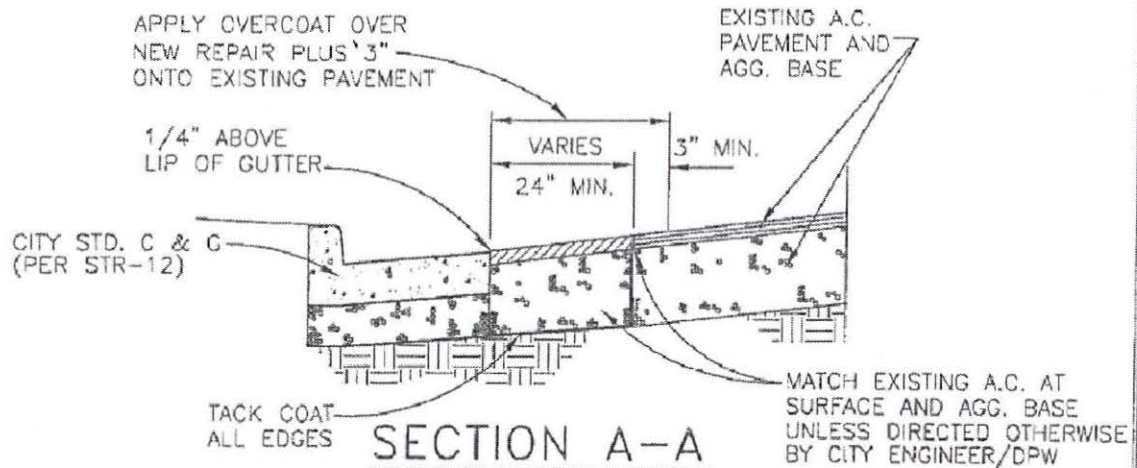
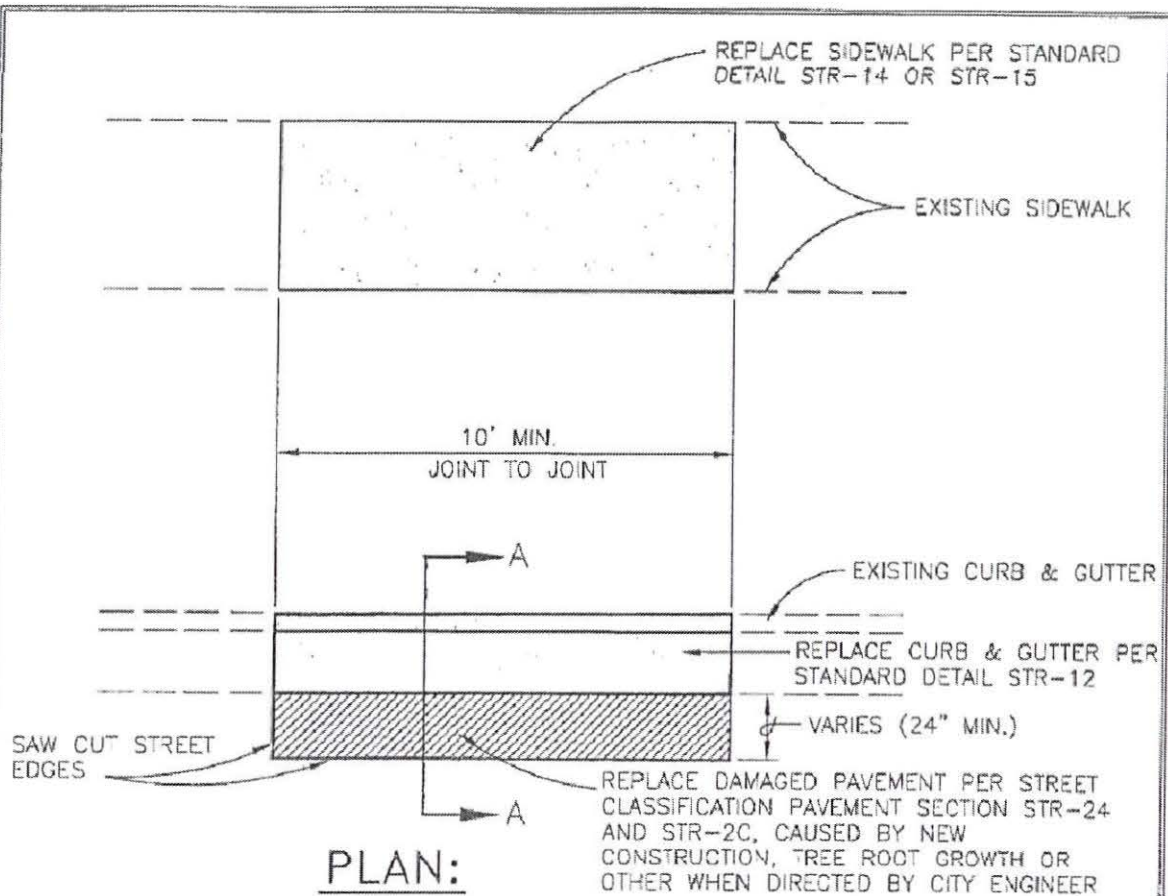
1. EXPANSION JOINTS SHALL BE PLACED AS FOLLOWS:
 - A. ON EACH SIDE OF DRIVEWAY.
 - B. ON EACH END OF RADIUS.
 - C. AT A MAXIMUM DISTANCE OF 60 FEET.
 - D. (2) 18" #4 SMOOTH DOWEL CENTERED ON EXPANSION JOINT.
 - E. EXPANSION JOINTS SHALL BE PRE-MOLDED JOINT FILLER STRIP 1/2" THICK.
 - F. FILL GAP WITH POLYURETHANE ADHESIVE SEALANT.
2. A 1 1/4" DEEP WEAKENED PLANE JOINT SHALL BE PLACED EVERY 10 FEET.
3. SLOPES/DIMENSIONS INCLUDE CONSTRUCTION TOLERANCES; IMPROVEMENTS SHALL NOT EXCEED ADA STANDARDS.

Monolithic Curb & Gutter		DRAWN BY: CSG CHECKED BY: LAST REVISED: 8/8/14	SCALE: N.T.S.
	APPROVED BY: CITY ENGINEER	SECTION: STREETS	
8-18-14 DATE		DRAWING NO.: STR-12	

STANDARD DETAILS
 7351 ROSANNA STREET
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CITY OF GILROY
 FY21 CITYWIDE PAVEMENT
 MAINTENANCE



CURB & GUTTER REPLACEMENT IN EXISTING STREET



APPROVED BY:

[Signature] 8-18-14
CITY ENGINEER DATE

DRAWN BY: CSG
CHECKED BY:
LAST REVISED: 8/8/14

SCALE:
N.T.S.

SECTION:

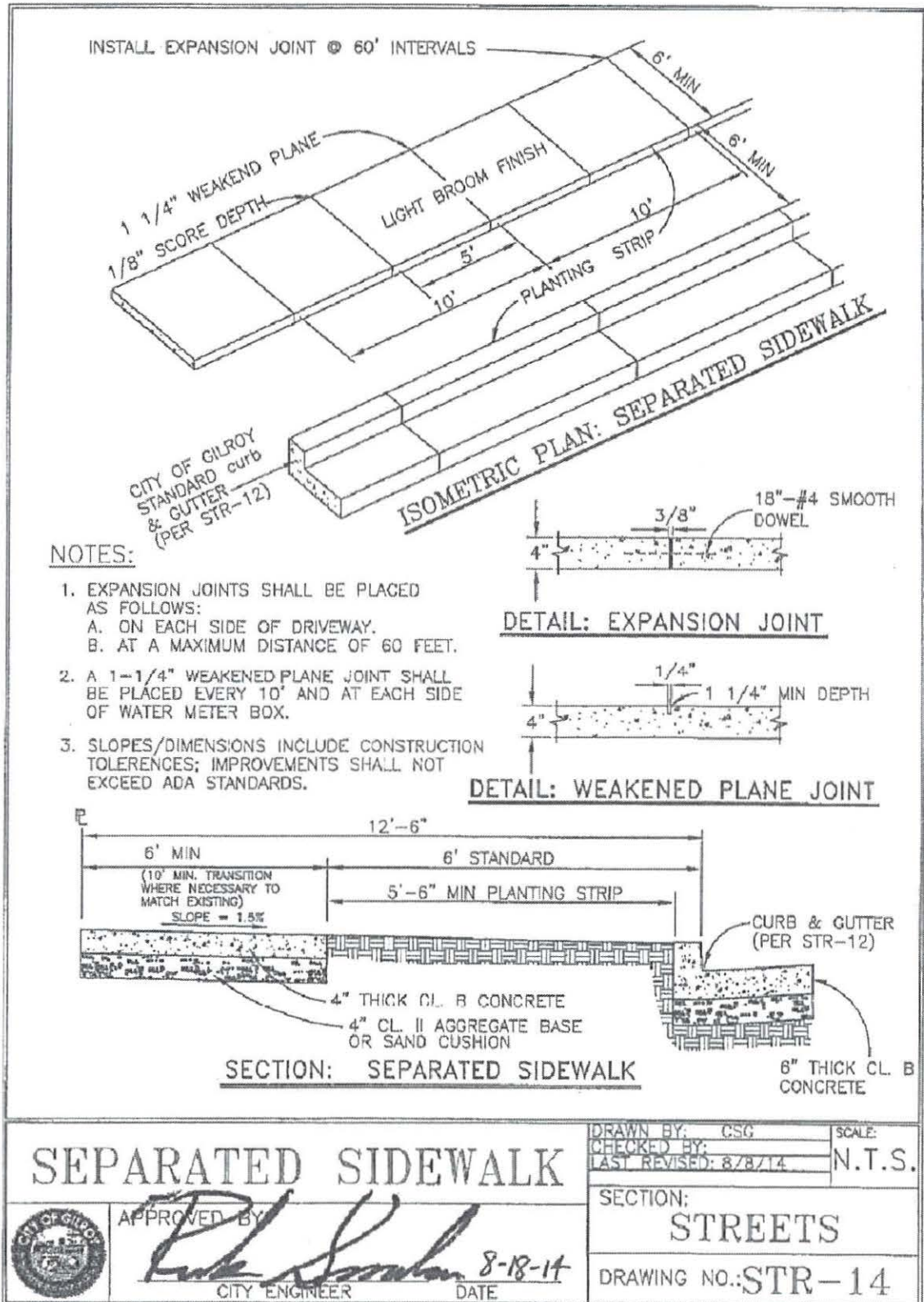
STREETS

DRAWING NO.: STR-13

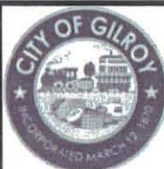
STANDARD DETAILS
7351 ROSANNA STREET
GILROY, CA 95020
408-846-0451



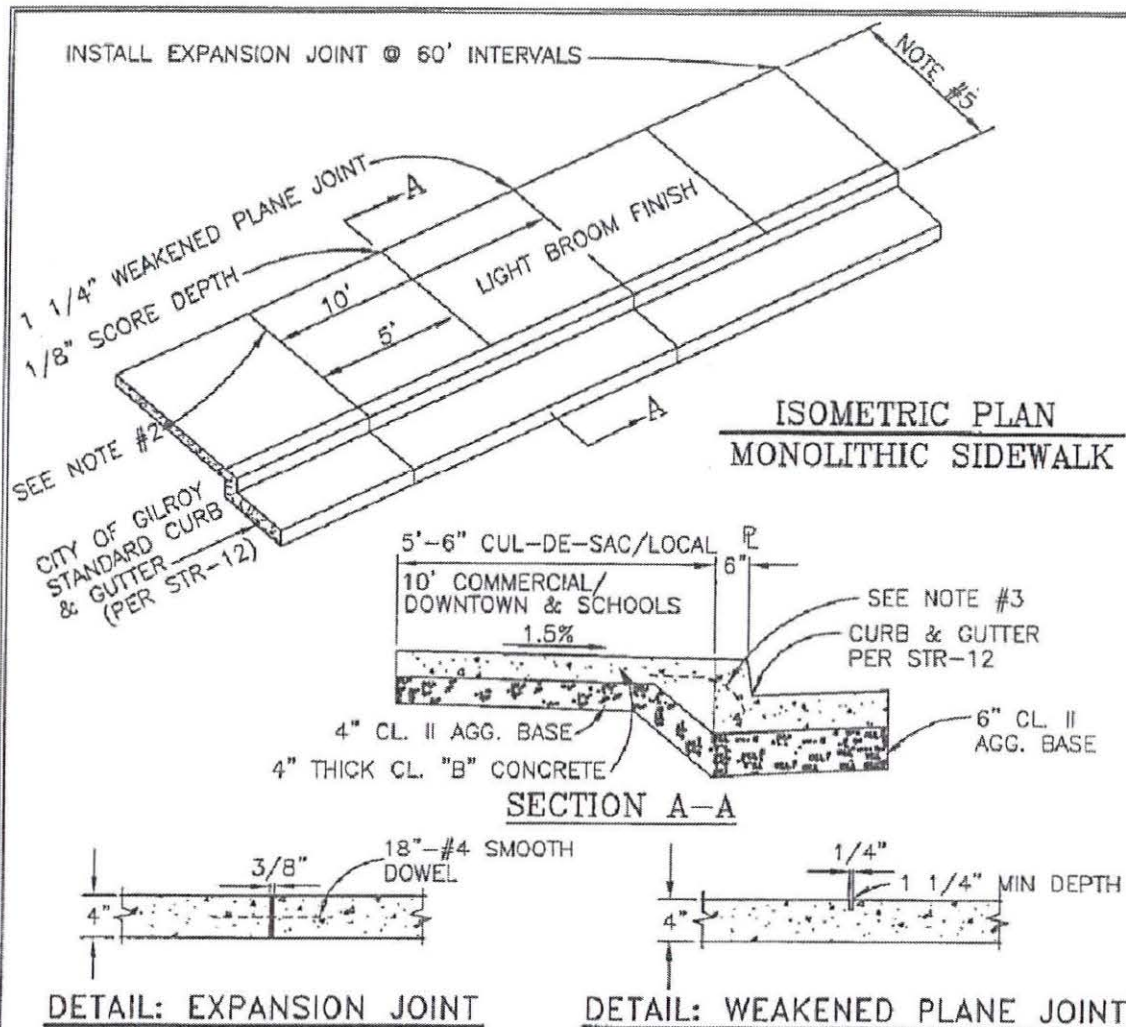
CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



STANDARD DETAILS
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GILROY, CA 95020
408-846-0451



CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



NOTES:

1. EXPANSION JOINTS SHALL BE PLACED AS FOLLOWS:
 - a. ON EACH SIDE OF DRIVEWAY.
 - b. AT A MAXIMUM DISTANCE OF 60 FEET.
2. A 1 1/4" WEAKENED PLANE JOINT SHALL BE PLACED EVERY 10' AND AT EACH SIDE OF WATER METER BOX.
3. MONOLITHIC SIDEWALK (WHEN SIDEWALK TOUCHES CURB) SHALL ALWAYS BE POURED SEPARATE OF THE CURB & GUTTER USE ONE 18" MIN. LENGTH OF #4 BAR EACH 24" OF CURB AS DOWELLING WITH 8" PENETRATION INTO CURB.
4. SLOPES/DIMENSIONS INCLUDE CONSTRUCTION TOLERANCES. IMPROVEMENTS SHALL MEET ADA STANDARDS.
5. REFER TO STR-2D FOR MINIMUM SIDEWALK WIDTHS ON PRIVATE OR LOCAL STREETS.

MONOLITHIC SIDEWALK



APPROVED BY:

[Signature] 8-18-14
CITY ENGINEER DATE

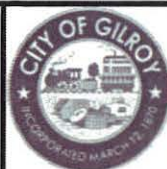
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CHECKED BY:
LAST REVISED: 10/9/14

SCALE:
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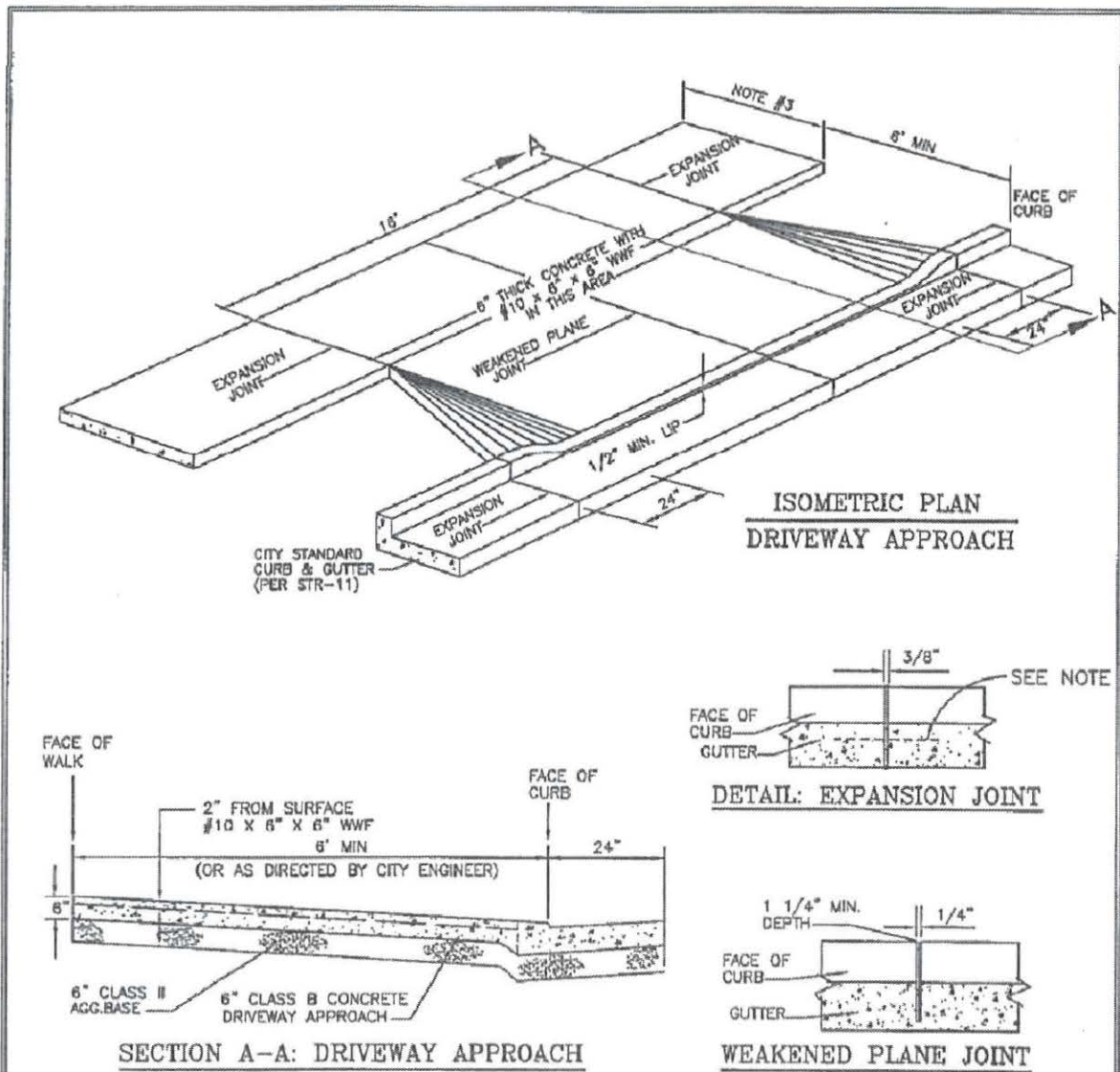
SECTION:
STREETS

DRAWING NO.: **STR-15**

STANDARD DETAILS
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408-846-0451



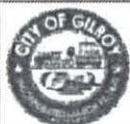
CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



NOTES:

1. WHEN GUTTER AND APPROACH ARE POURED SEPARATELY, USE ONE 18" LENGTH OF #4 SMOOTH REBAR EACH 24" OF CURB AS DOWELING.
2. SLOPES/DIMENSIONS INCLUDE CONSTRUCTION TOLERANCES; IMPROVEMENTS SHALL NOTE EXCEED ADA STANDARDS.
3. REFER TO NOTES ON STR-2D FOR MINIMUM SIDEWALK WIDTHS ON PRIVATE OR LOCAL STREETS.

RESIDENTIAL DRIVEWAY



APPROVED BY:

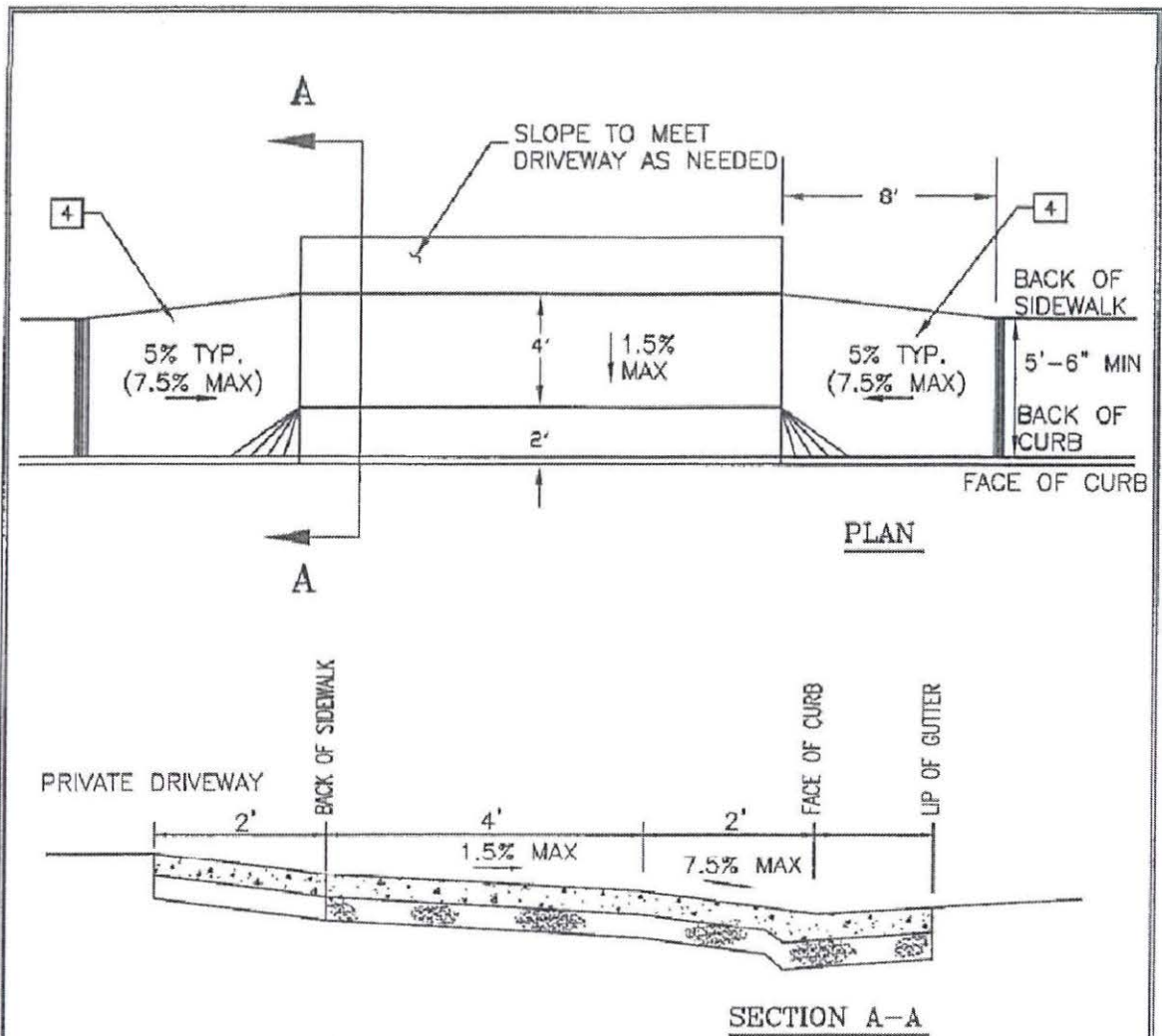
[Signature] 8-18-14
CITY ENGINEER DATE

DRAWN BY: CSC	SCALE: N.T.S.
CHECKED BY:	
LAST REVISED: 10/8/14	
SECTION: STREETS	
DRAWING NO. STR-16A	

STANDARD DETAILS
7351 ROSANNA STREET
GILROY, CA 95020
408-846-0451



CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



NOTES:

1. APPLICABLE ONLY WHEN RIGHT-OF-WAY IS LIMITED AND WITH APPROVAL FROM THE CITY ENGINEER/PUBLIC WORKS DIRECTOR.
2. WHEN DRIVEWAY AND GUTTER APPROACH ARE POURED SEPARATELY, USE ONE-8" LENGTH OF #4 BAR EACH 5' OF CURB AS DOWELING.
3. SEE CURB & GUTTER DETAIL (STR-11) FOR PLACEMENT OF EXPANSION JOINTS AND WEAKENED PLANE JOINTS.
4. FLAT AS POSSIBLE WITH 7.5% MAXIMUM SLOPE.
5. SLOPES/DIMENSIONS INCLUDE CONSTRUCTION TOLERANCES; IMPROVEMENTS SHALL MEET ADA STANDARDS.

RESIDENTIAL DEPRESSED DRIVEWAY		DRAWN BY: CSG CHECKED BY: LAST REVISED: 10/8/14	SCALE: N.T.S.
		SECTION: STREETS	
	APPROVED BY:  CITY ENGINEER	DATE: 8-18-14	
		DRAWING NO.: STR-16B	

STANDARD DETAILS
 7351 ROSANNA STREET
 GILROY, CA 95020
 408-846-0451



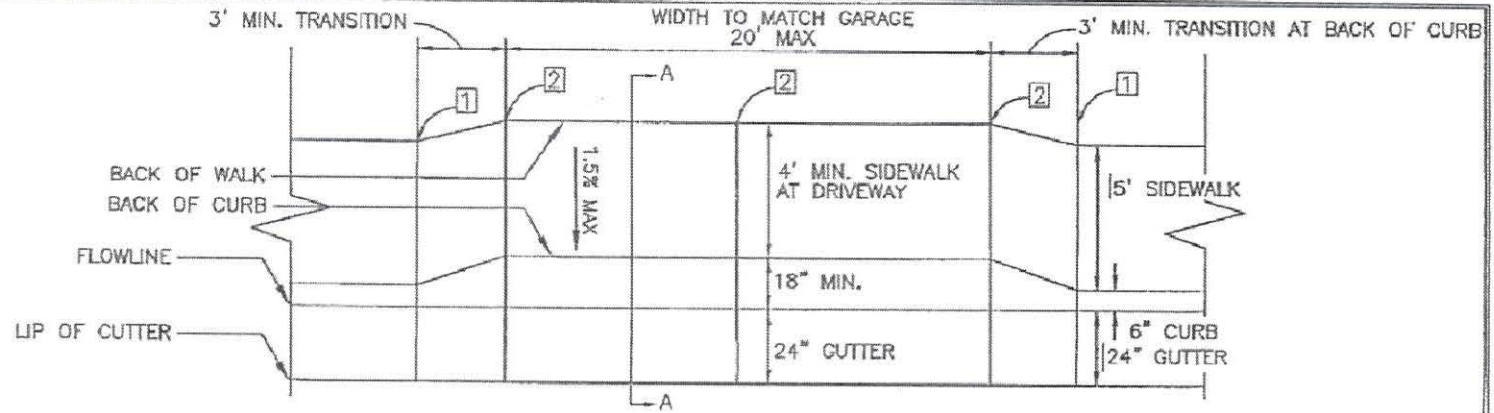
CITY OF GILROY
 FY21 CITYWIDE PAVEMENT
 MAINTENANCE

STANDARD DETAILS

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GILROY, CA 95020
408-846-0451



CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE

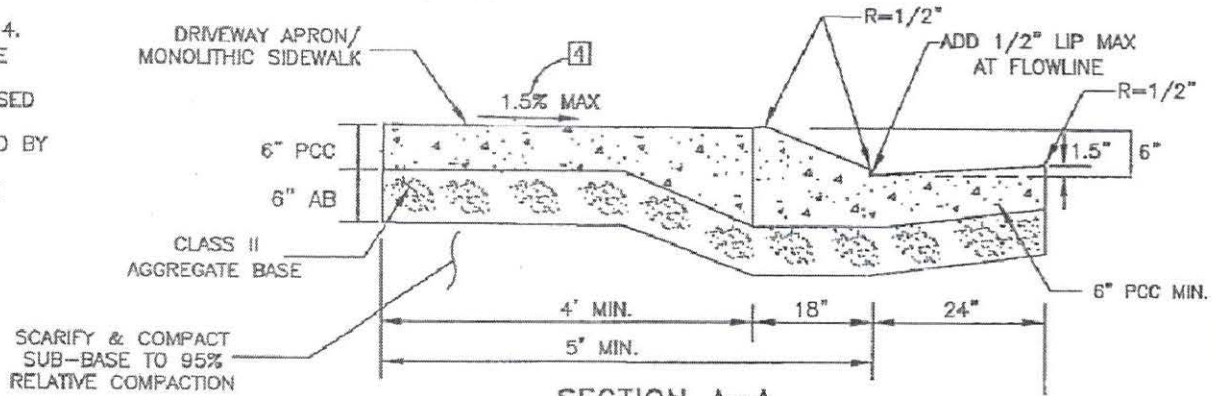


CURB & GUTTER TRANSITION (PLAN VIEW)

NO SCALE

NOTES:

1. EXPANSION JOINT PER STR-14.
2. A 1 1/2" DEEP WEAKENED PLANE JOINT PER STR-14.
3. THIS DETAIL MAY ONLY BE USED AT DRIVEWAY APPROACHES UNLESS OTHERWISE APPROVED BY PWD.
4. SLOPES/DIMENSIONS INCLUDE CONSTRUCTION TOLERANCES; IMPROVEMENTS SHALL NOT EXCEED ADA STANDARDS.



SECTION A-A

MODIFIED CURB DRIVEWAY ON PRIVATE STREETS



APPROVED BY:

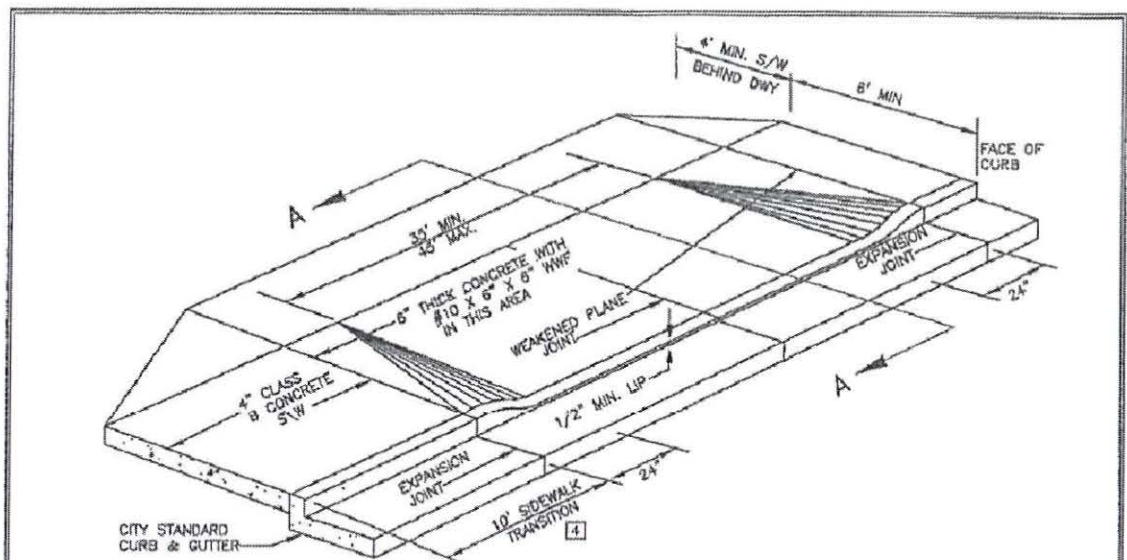
[Signature]

CITY ENGINEER

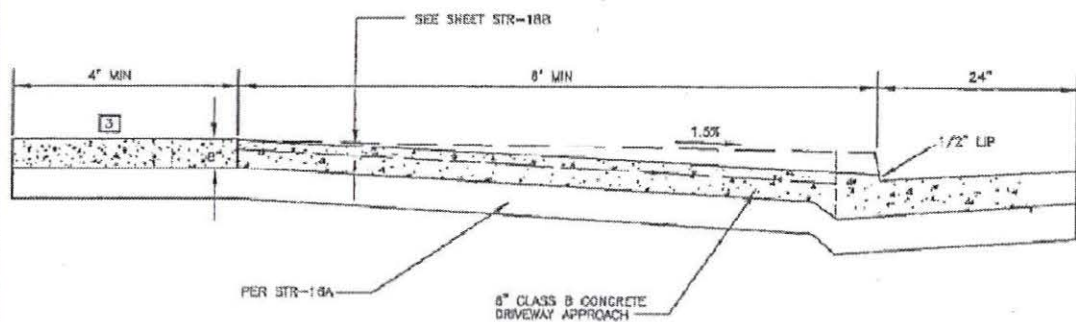
DATE

8-18-14

DRAWN BY: CSG	SCALE:
CHECKED BY:	N.T.S.
LAST REVISED: 8/8/14	
SECTION:	
STREETS	
DRAWING NO.: STR-17	



ISOMETRIC PLAN: DRIVEWAY APPROACH



SECTION A-A: DRIVEWAY APPROACH

NOTES:

1. WHEN DRIVEWAY AND GUTTER APPROACH ARE POURED SEPARATELY, USE ONE 18" LENGTH OF #4 SMOOTH REBAR EACH 24" OF CURB AS DOWELING.
2. SEE CURB & GUTTER DETAIL (STR-14) FOR PLACEMENT OF EXPANSION JOINTS AND WEAKENED PLANE JOINTS.
3. USE SAME THICKNESS FOR "SIDEWALK" SECTION OF DRIVEWAY.
4. 24" MIN. TRANSITION UNLESS OTHERWISE APPROVED BY PUBLIC WORKS DIRECTOR/CITY ENGINEER.
5. SLOPES/DIMENSIONS INCLUDE CONSTRUCTION TOLERANCES; IMPROVEMENTS SHALL NOT EXCEED ADA STANDARDS.

NON-RESIDENTIAL DRIVEWAY: MONOLITHIC SIDEWALK



APPROVED BY:

[Signature] 8-18-14
CITY ENGINEER DATE

DRAWN BY: CSG
CHECKED BY:
LAST REVISED: 8/8/14

SCALE:
N.T.S.

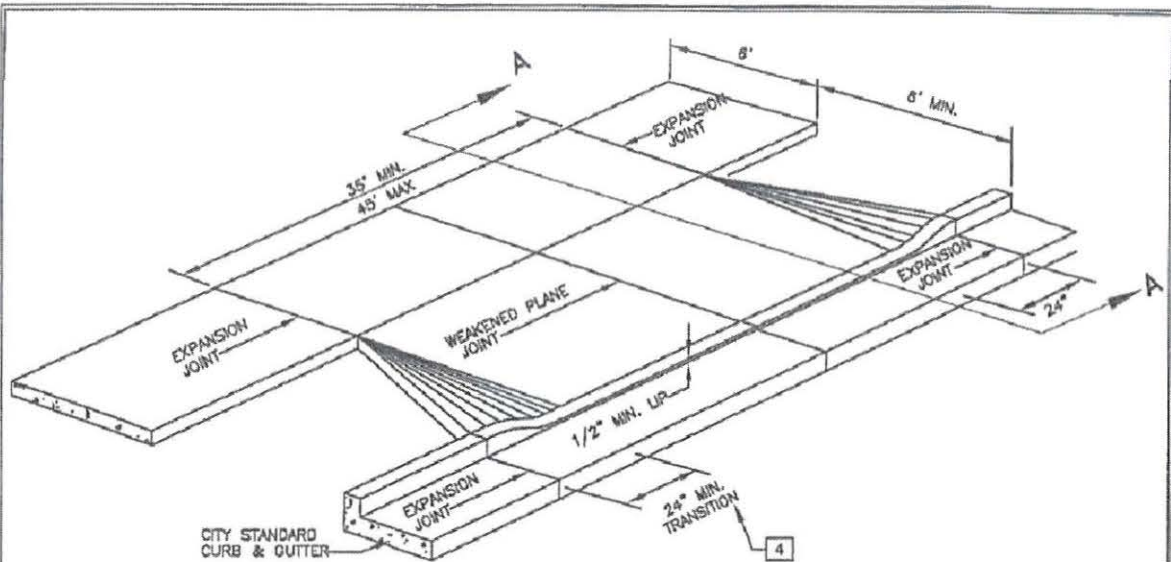
SECTION:
STREETS

DRAWING NO.: STR-18A

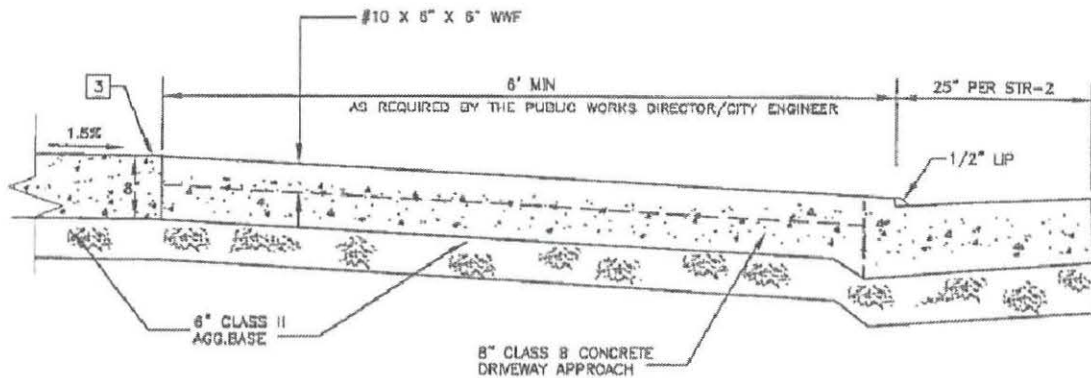
STANDARD DETAILS
7351 ROSANNA STREET
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CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



ISOMETRIC PLAN: DRIVEWAY APPROACH



SECTION A-A: DRIVEWAY APPROACH

NOTES:

1. WHEN DRIVEWAY AND GUTTER APPROACH ARE POURED SEPARATELY, USE ONE 18" LENGTH OF #4 SMOOTH REBAR EACH 24" OF CURB AS DOWELING.
2. SEE CURB & GUTTER DETAIL (STR-14) FOR PLACEMENT OF EXPANSION JOINTS AND WEAKENED PLANE JOINTS.
3. USE SAME THICKNESS FOR "SIDEWALK" SECTION OF DRIVEWAY.
4. 24" MIN. TRANSITION UNLESS OTHERWISE APPROVED BY PUBLIC WORKS DIRECTOR/CITY ENGINEER.
5. SLOPES/DIMENSIONS INCLUDE CONSTRUCTION TOLERANCES; IMPROVEMENTS SHALL NOT EXCEED ADA STANDARDS.

NON-RESIDENTIAL DRIVEWAY: SEPARATED SIDEWALK



APPROVED BY:

[Signature] 8-18-14
CITY ENGINEER DATE

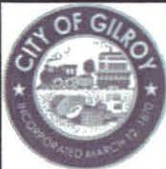
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CHECKED BY:
LAST REVISED: 10/8/14

SCALE:
N.T.S.

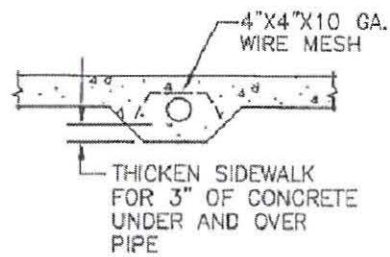
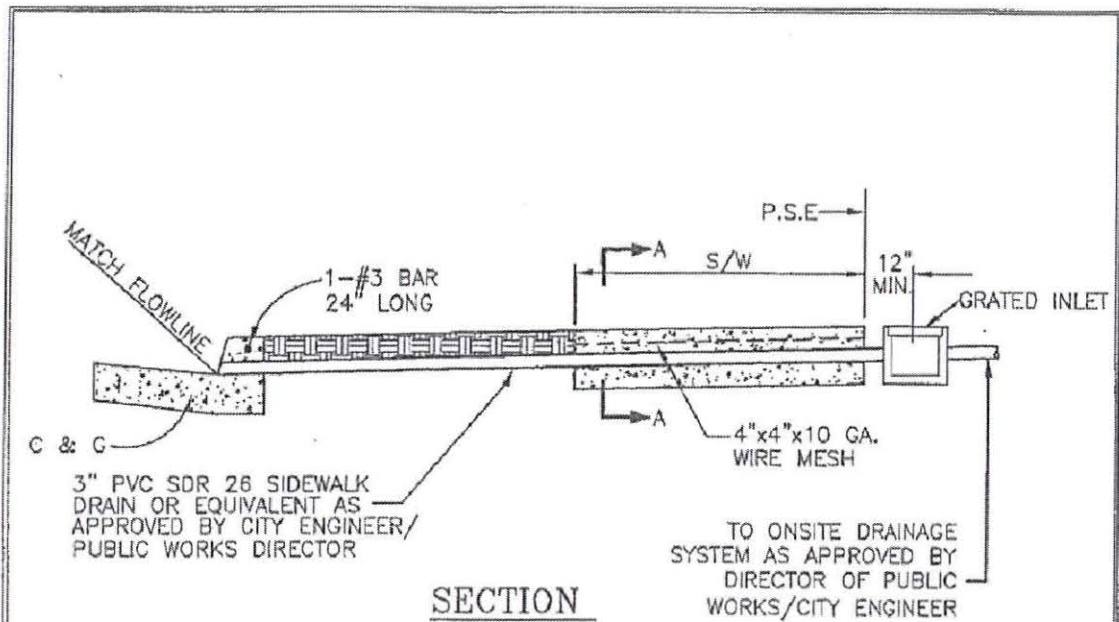
SECTION:
STREETS

DRAWING NO.: STR-18B

STANDARD DETAILS
7351 ROSANNA STREET
GILROY, CA 95020
408-846-0451



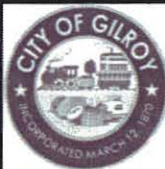
CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



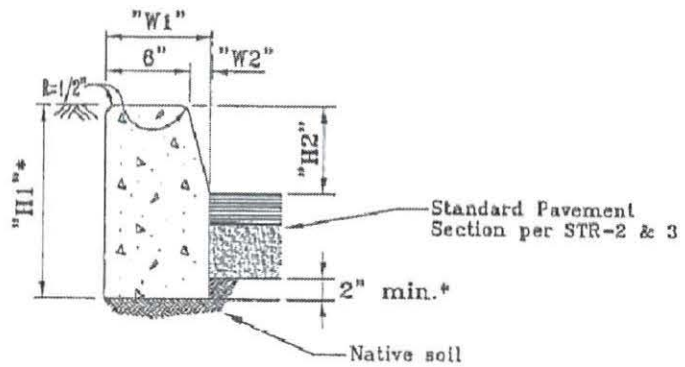
OVERFLOW SIDEWALK DRAIN		DRAWN BY: CSG	SCALE:
		CHECKED BY:	N.T.S.
		LAST REVISED: 8/11/14	
SECTION:		STREETS	
DRAWING NO.: STR-19			

APPROVED BY: *[Signature]* 8-18-14
CITY ENGINEER DATE

STANDARD DETAILS
7351 ROSANNA STREET
GILROY, CA 95020
408-846-0451



CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



TYPE A1 CURBS

See Table A

TABLE A

CURB TYPE	DIMENSIONS			
	"H1"*	"H2"	"W1"	"W2"
A1-6	1'-2"	6"	7 1/2"	1 1/2"
A1-8	1'-4"	8"	8"	2"

* "H1" DIMENSION SHALL BE INCREASED AS NEEDED FOR A 2" MIN. EMBEDMENT INTO NATIVE SOIL.

CURB QUANTITIES

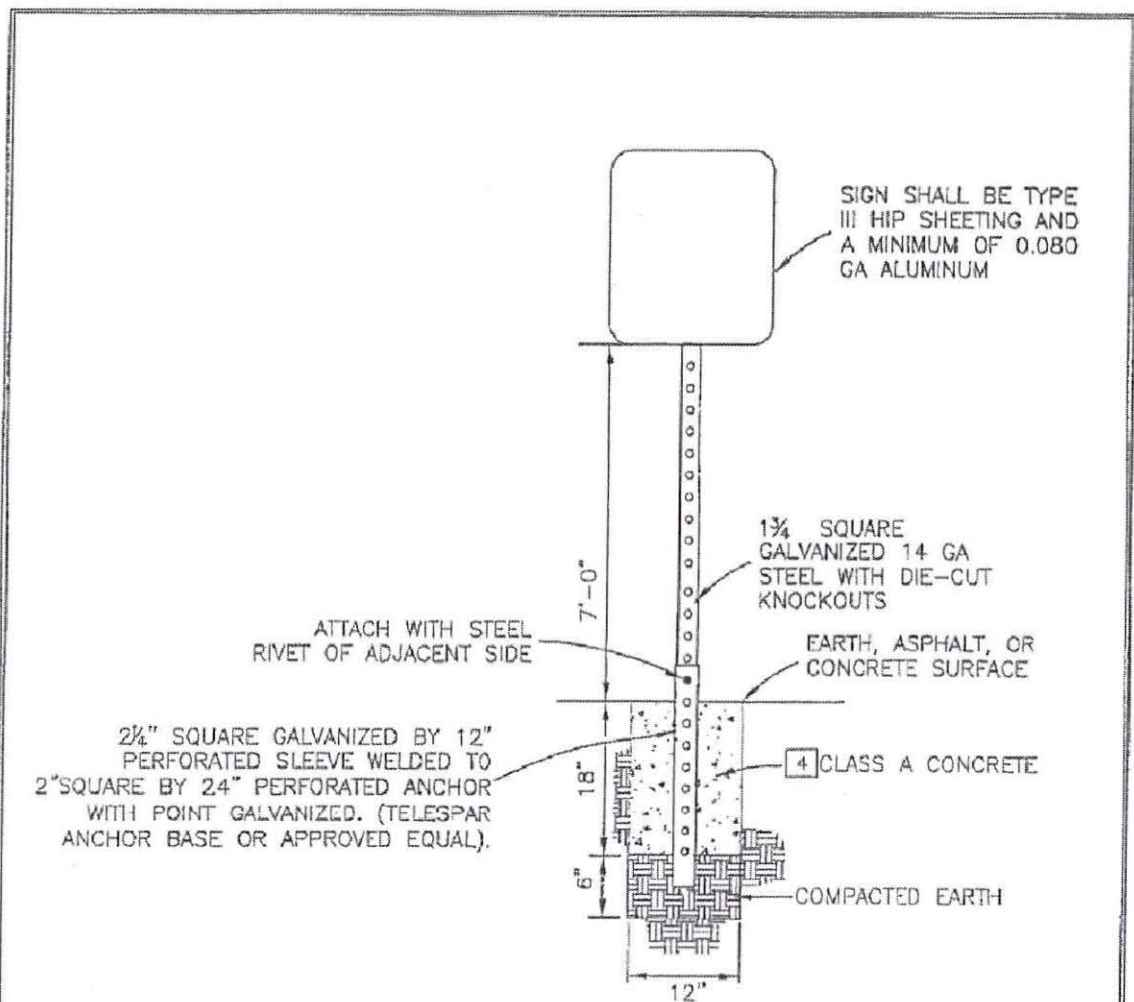
TYPE	CUBIC YARDS PER LINEAR FOOT
A1-6	0.02585
A1-8	0.03084

TYPE "A-1" CURB		DRAWN BY: CSG	SCALE:
		CHECKED BY:	N.T.S.
		LAST REVISED: 8/7/14	
 APPROVED BY: <i>[Signature]</i> 8-18-14 CITY ENGINEER DATE		SECTION:	
		STREETS	
		DRAWING NO.: STR-20	

STANDARD DETAILS
7351 ROSANNA STREET
GILROY, CA 95020
408-846-0451



CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE



NOTES:

1. REGULATORY AND WARNING SIGNS SHALL MEET ALL 2012 MUTCD STANDARDS.
2. STREET SIDE EDGE OF SIGN SHALL BE NOT LESS THAN 12" FROM FACE OF CURB.
3. ALL SIGNS ARE TO BE INSTALLED USING THEFT-PROOF HARDWARE.
4. MAY USE ALTERNATE POST BACKFILL AT DISCRETION OF PUBLIC WORKS DIRECTOR/CITY ENGINEER.

SIGN POST INSTALLATION



APPROVED BY:

R. L. Smith 8-18-14
CITY ENGINEER DATE

DRAWN BY: CSC
CHECKED BY:
LAST REVISED: 8/8/14

SCALE:
N.T.S.

SECTION:

STREETS

DRAWING NO.: STR-22

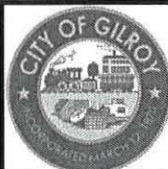
STANDARD DETAILS
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CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE

CALTRANS DETAILS

STANDARD DETAILS
7351 ROSANNA STREET
GILROY, CA 95020
408-846-0451



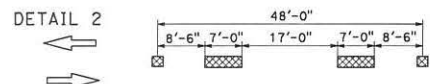
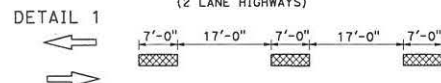
CITY OF GILROY
FY21 CITYWIDE PAVEMENT
MAINTENANCE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER
May 31, 2018
PLANS APPROVAL DATE
c80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

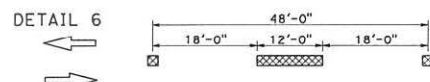
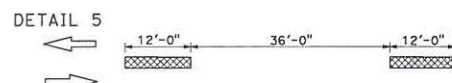
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CENTERLINES (2 LANE HIGHWAYS)



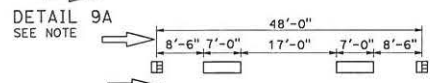
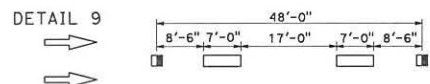
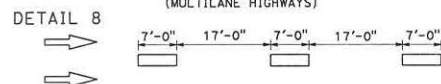
~~DETAIL 3~~ DETAIL 3 DELETED

~~DETAIL 4~~ DETAIL 4 DELETED



~~DETAIL 7~~ DETAIL 7 DELETED

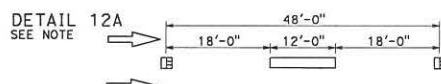
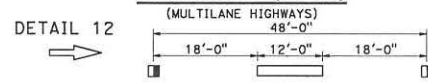
LANELINES (MULTILANE HIGHWAYS)



~~DETAIL 10~~ DETAIL 10 DELETED



LANELINES (Cont)

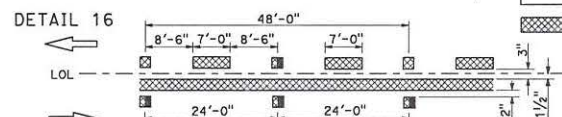
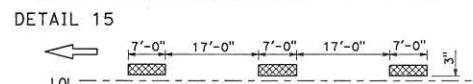


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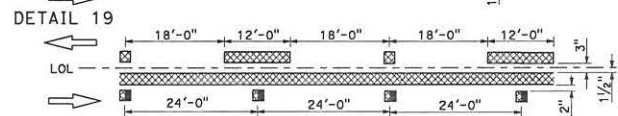
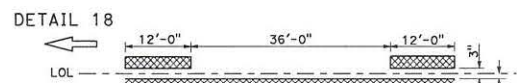
~~DETAIL 14~~ DETAIL 14 DELETED

~~DETAIL 14A~~ DETAIL 14A DELETED

NO PASSING ZONES-ONE DIRECTION

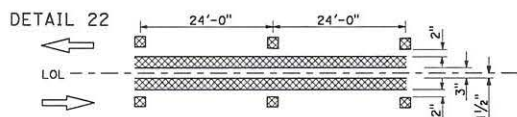
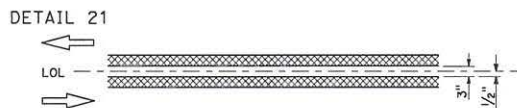


~~DETAIL 17~~ DETAIL 17 DELETED



~~DETAIL 20~~ DETAIL 20 DELETED

NO PASSING ZONES-TWO DIRECTION



~~DETAIL 23~~ DETAIL 23 DELETED

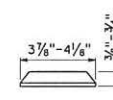
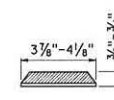
LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 6" WHITE
- 6" YELLOW



TYPE C AND TYPE D

TYPE G AND TYPE H

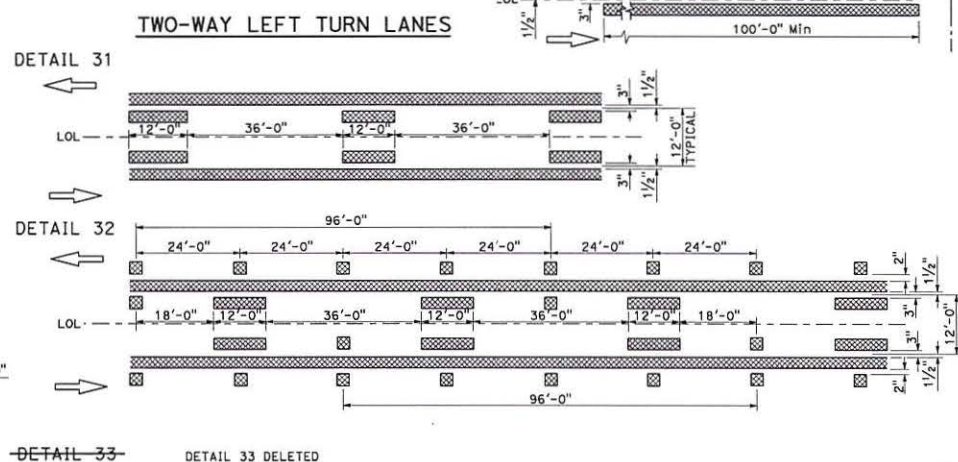
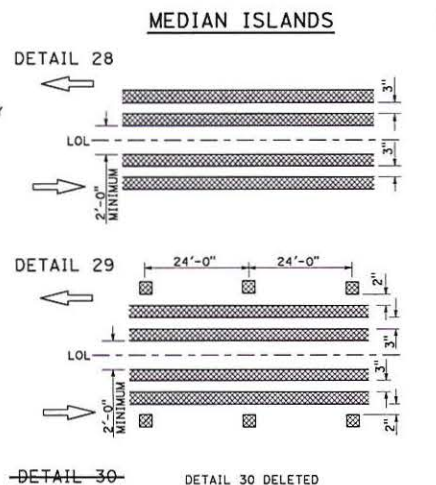
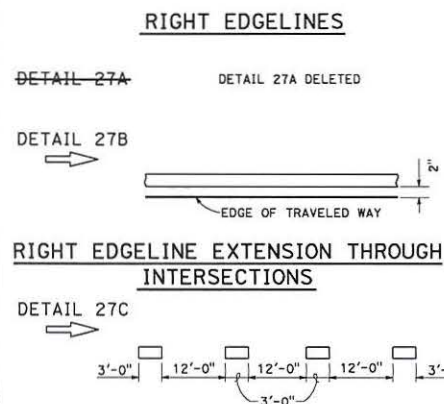
RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
AND TRAFFIC LINES
TYPICAL DETAILS**

NO SCALE

A20A

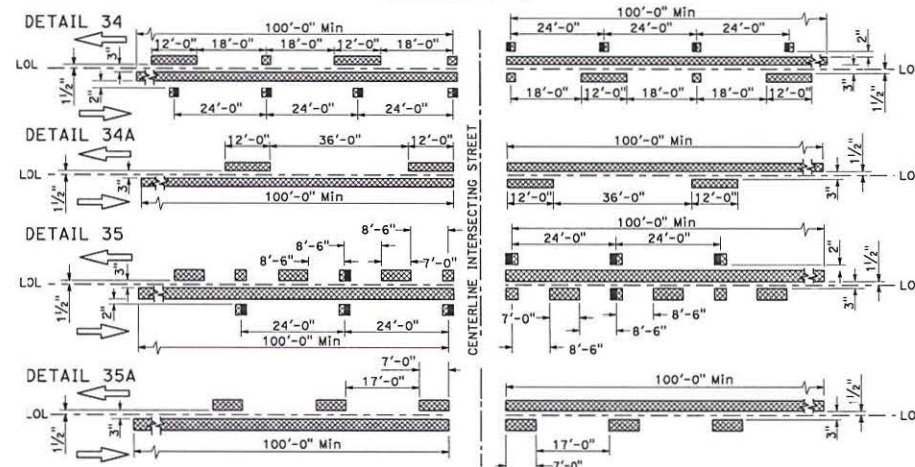
NOTE:
FOR FREEWAY APPLICATION ONLY



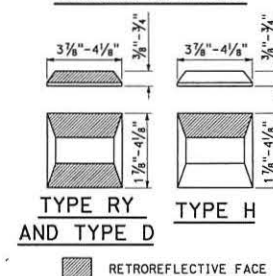
	TYPE D	TWO-WAY YELLOW RETROREFLECTIVE
	TYPE H	ONE-WAY YELLOW RETROREFLECTIVE
	TYPE RY	RED-YELLOW RETROREFLECTIVE

6" WHITE
6" YELLOW

INTERSECTION TREATMENTS



MARKER DETAILS



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

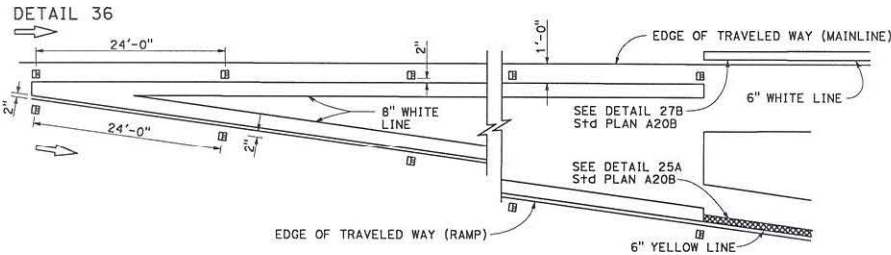
NO SCALE

A 20B

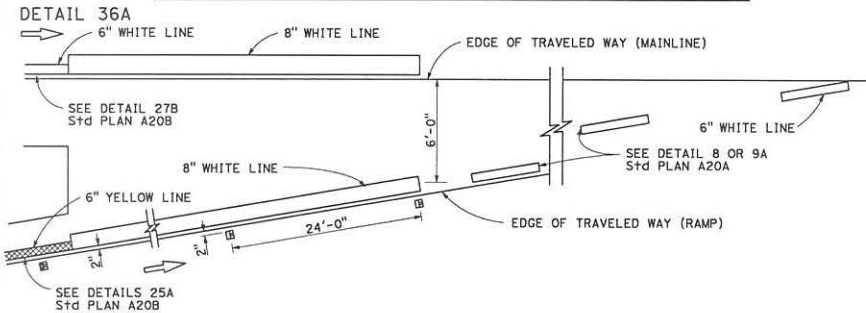
DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEET
<i>Atifa Feroz</i> REGISTERED CIVIL ENGINEER May 31, 2018 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES UNLESS IT IS SPECIFICALLY NOTED				



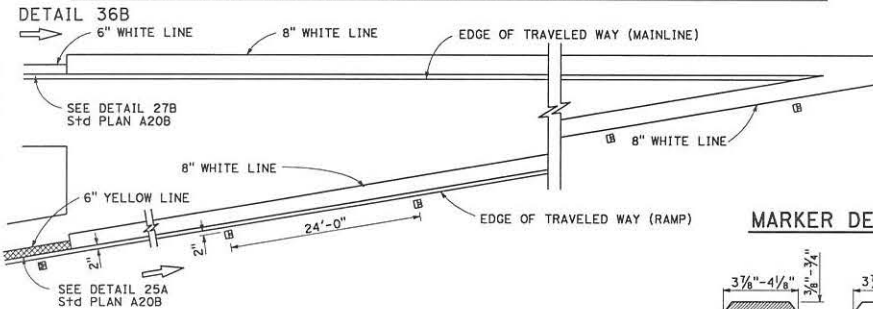
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT



ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

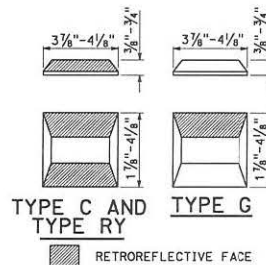


LEGEND:

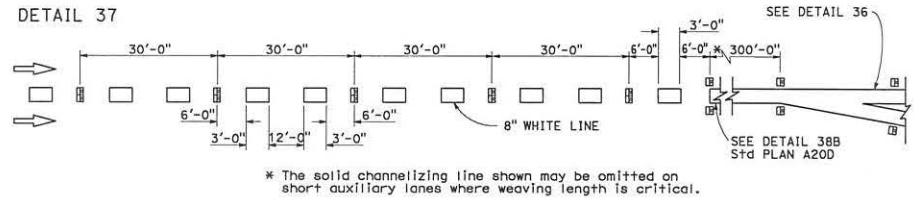
MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- TYPE RY RED-YELLOW RETROREFLECTIVE

MARKER DETAILS



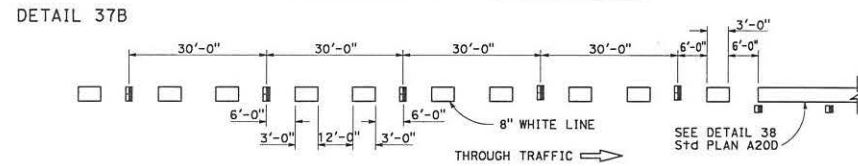
LANE DROP AT EXIT RAMP



DETAIL 37A

DETAIL 37A DELETED

LANE DROP AT INTERSECTIONS



DETAIL 37C

DETAIL 37C DELETED

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Atifa Feray
REGISTERED CIVIL ENGINEER
October 19, 2018
PLANS APPROVAL DATE
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Atifa Feray
REGISTERED PROFESSIONAL ENGINEER
C80402
3-31-19
CIVIL
STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED _____

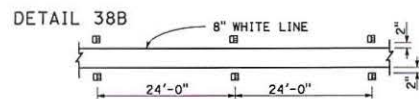
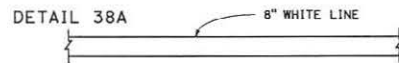
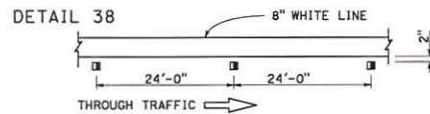
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
AND TRAFFIC LINES
TYPICAL DETAILS**
NO SCALE

RSP A20C DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN A20C
DATED MAY 31, 2018 - PAGE 14 OF THE STANDARD PLANS BOOK DATED 2018.

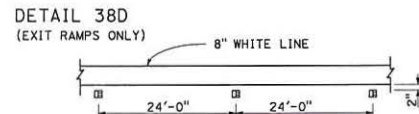
REVISED STANDARD PLAN RSP A20C

2018 REVISED STANDARD PLAN RSP A20C

CHANNELIZING LINE



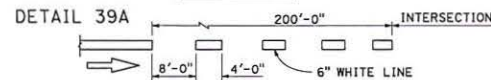
DETAIL 38G DETAIL 38C DELETED



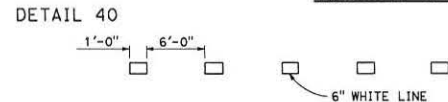
BIKE LANE LINE



INTERSECTION LINE BIKE LANE

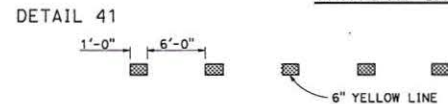


LANE LINE EXTENSIONS THROUGH INTERSECTIONS



DETAIL 40A DETAIL 40A DELETED

CENTER LINE EXTENSIONS THROUGH INTERSECTIONS



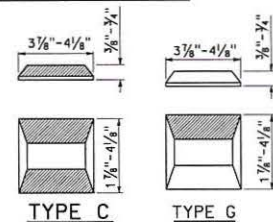
DETAIL 41A DETAIL 41A DELETED

LEGEND

MARKERS

- TYPE C RED-CLEAR RETROREFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- 6" YELLOW LINE

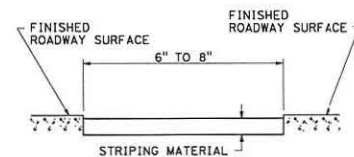
MARKER DETAILS



TYPE C

TYPE G

RETROREFLECTIVE FACE

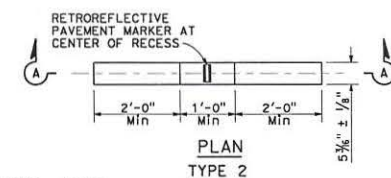
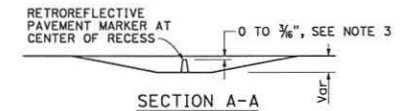
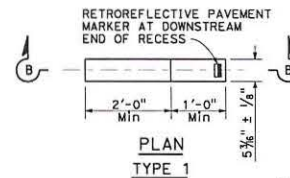
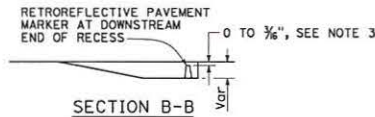


DETAIL FOR RECESSED TRAFFIC STRIPE

See Notes A and B.

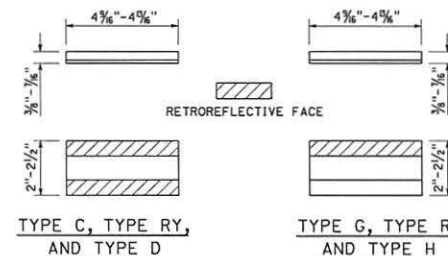
RECESSED NOTES:

- A. See typical traffic line details for pavement marking patterns.
- B. See standard specifications for recess depth and recess striping material thickness.



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER

See Note 4



RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

See Notes 1 and 2.

RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 3/8" below the pavement surface.
4. Use Type 1 recess for pavement markers with one-way retroreflective face. Use Type 2 recess for pavement markers with two-way retroreflective face.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

RSP A200 DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN A200
DATED MAY 31, 2018 - PAGE 15 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A200

2018 REVISED STANDARD PLAN RSP A200

NOTES:

1. See Standard Plans A20A, A20B, A20C, and A20D for pavement markers and traffic lines typical details.
2. Detail 9 traffic stripe shown, see project plans for traffic stripe details.

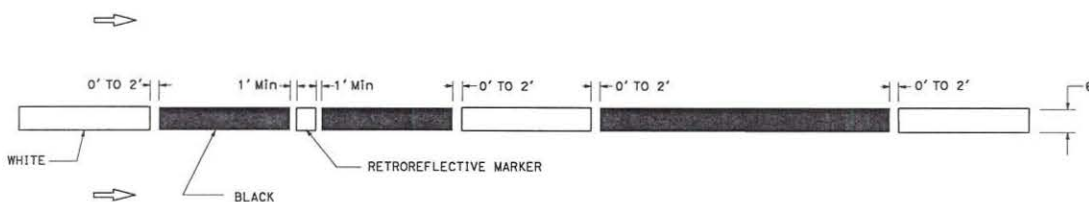
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL No. SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER
Atifa Ferouz
C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA



OPTION 2
TYPICAL LANE LINE CONTRAST DETAIL

See Note 2



OPTION 1
TYPICAL LANE LINE OR RIGHT EDGE LINE CONTRAST DETAIL

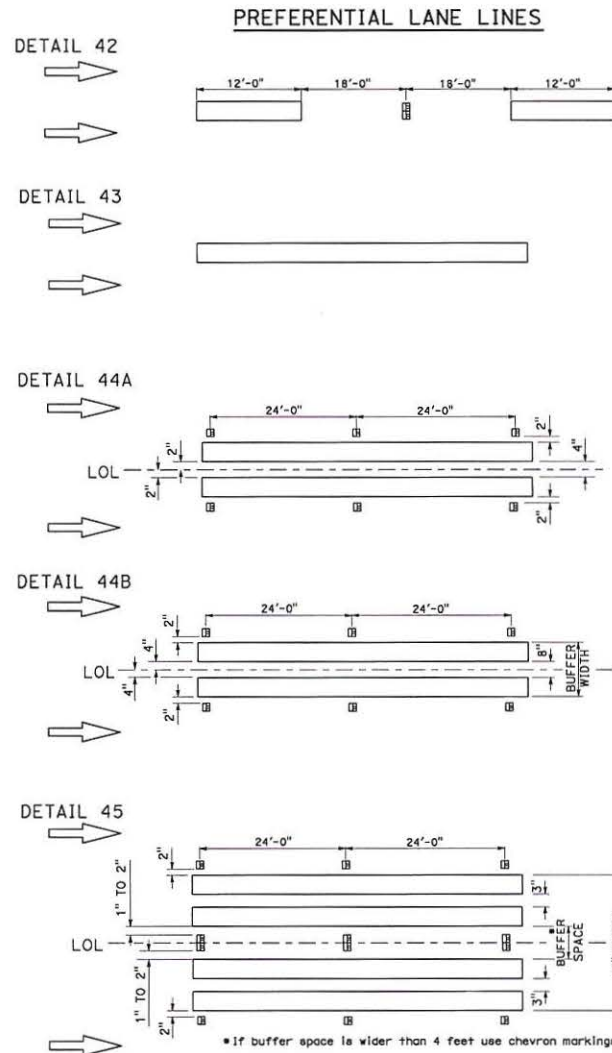
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**PAVEMENT MARKERS
AND TRAFFIC LINES**

TYPICAL DETAILS FOR CONTRAST STRIPING

NO SCALE

A20E



LEGEND

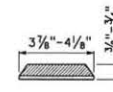
MARKERS

TYPE C RED-CLEAR RETROREFLECTIVE

LINES

8" WHITE LINE

MARKER DETAILS



TYPE C

RETROREFLECTIVE FACE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

October 19, 2018
PLANS APPROVAL DATE

Atifa Ferouz
C80402
3-31-19
CIVIL
STATE OF CALIFORNIA

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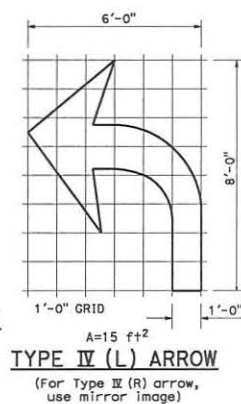
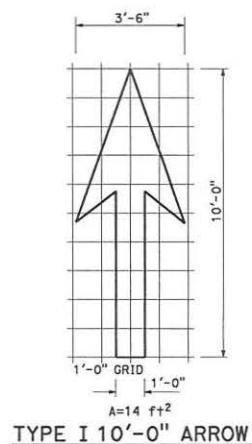
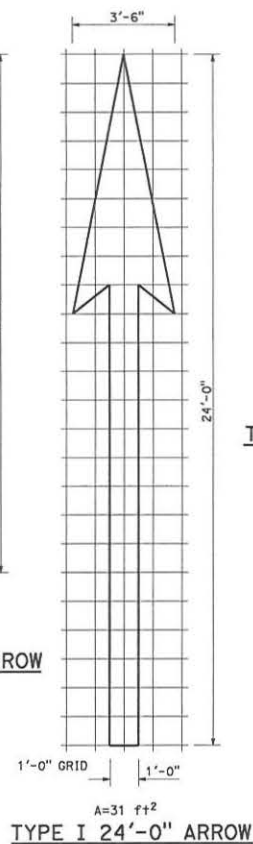
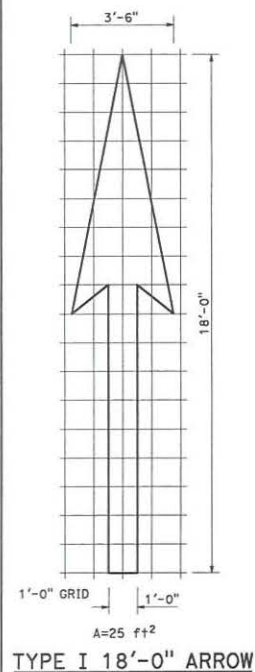
2018 REVISED STANDARD PLAN RSP A20F

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
AND TRAFFIC LINES
TYPICAL DETAILS**

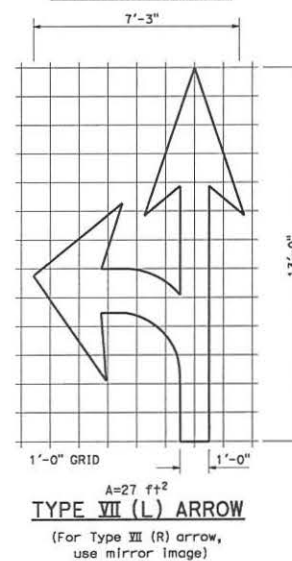
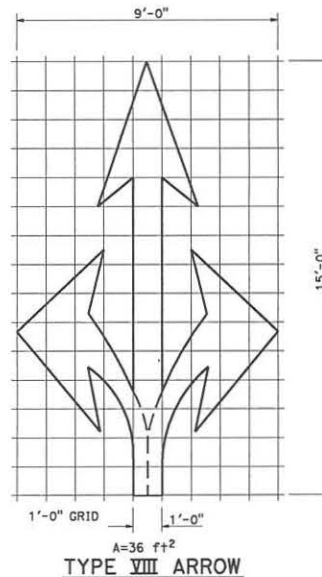
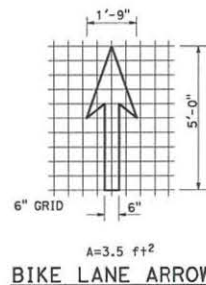
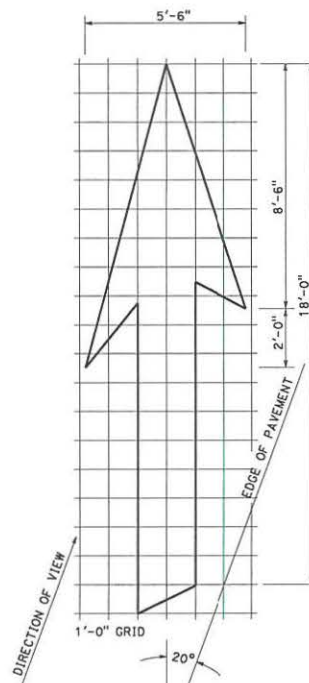
NO SCALE

RSP A20F DATED OCTOBER 19, 2018 SUPPLEMENT TO THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP A20F

**NOTE:**

Minor variations in dimensions
may be accepted by the Engineer.



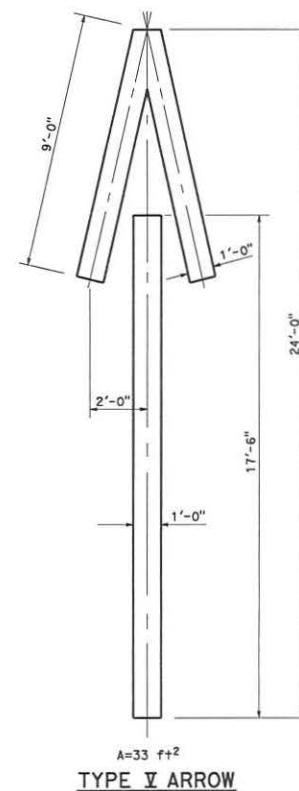
DATE	COUNTY	ROUTE	POST MILES	SHEET	TOTAL
			TOTAL PROJECT	NO.	SHEETS

Atifa Ferouz
REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

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Atifa Ferouz
C80402
No. 3-31-19
CIVIL
STATE OF CALIFORNIA



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**
NO SCALE

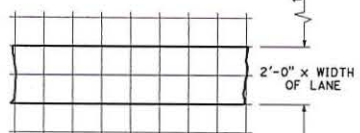
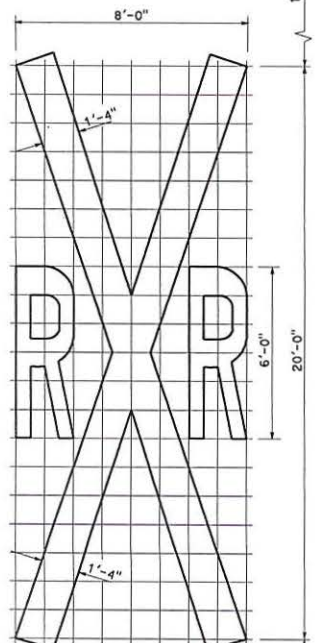
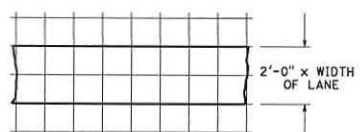
A24A

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
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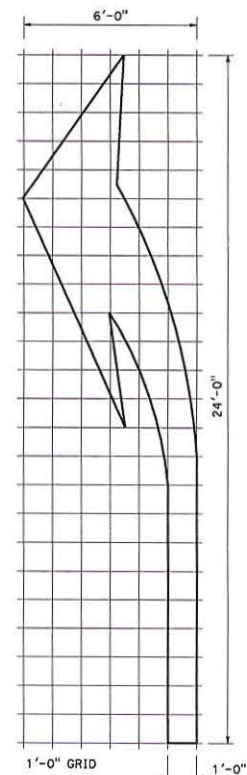
Atifa Ferouz
 REGISTERED CIVIL ENGINEER
 May 31, 2018
 PLANS APPROVAL DATE
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REGISTERED PROFESSIONAL ENGINEER
 CIVIL
 No. 3-31-19
 C80402
 STATE OF CALIFORNIA

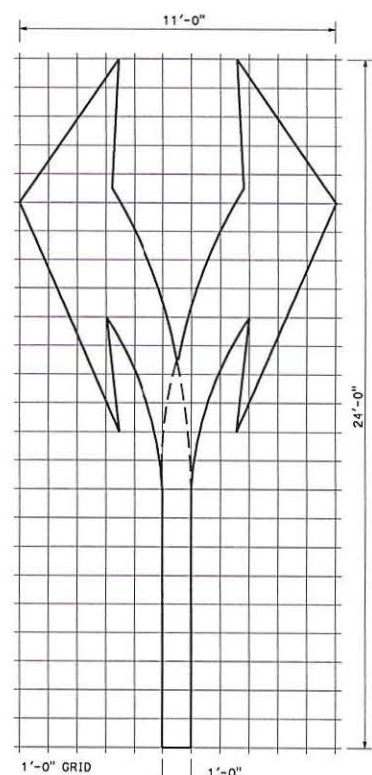
2018 STANDARD PLAN A24B



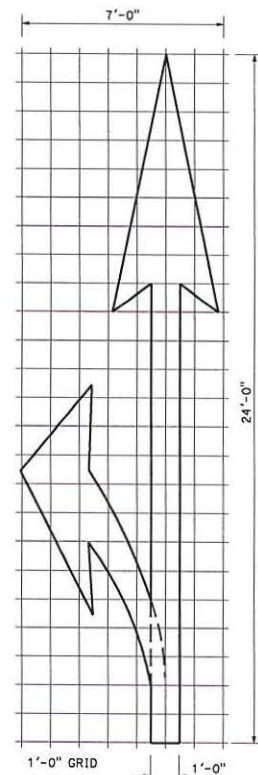
RAILROAD CROSSING SYMBOL
 * 70 ft² does not include the 2'-0" x variable width transverse lines.



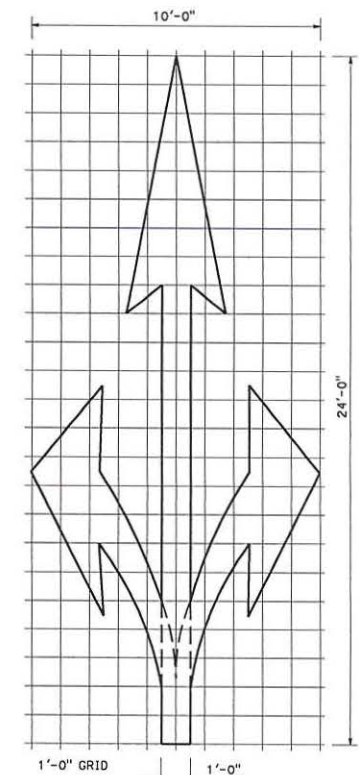
A=42 ft²
TYPE III (L) ARROW
 (For Type III (R) use mirror image)



A=73 ft²
TYPE III (B) ARROW



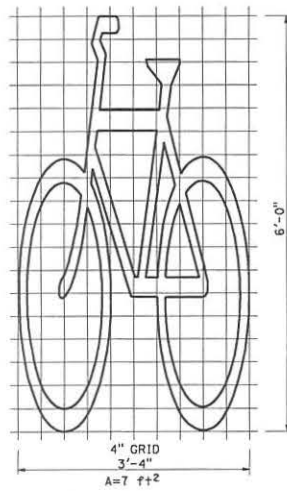
A=45 ft²
TYPE II (L) ARROW
 (For Type II (R) use mirror image)



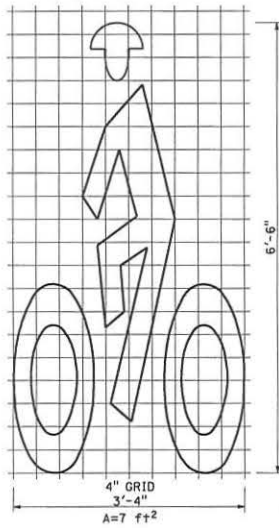
A=59 ft²
TYPE II (B) ARROW

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 ARROWS AND SYMBOLS**
 NO SCALE

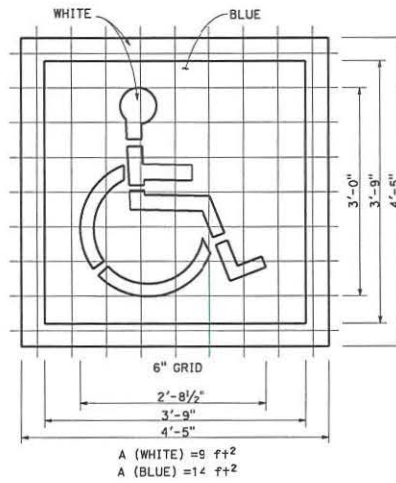
A24B



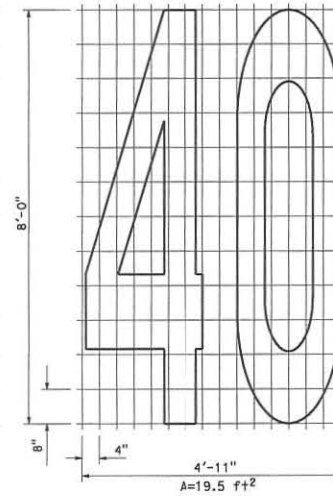
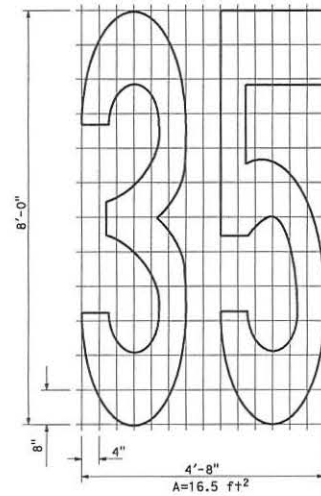
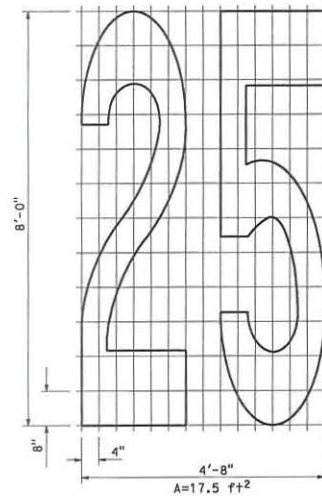
**BIKE LANE SYMBOL
WITHOUT PERSON**



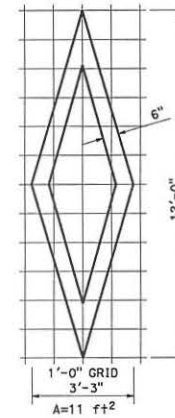
**BIKE LANE SYMBOL
WITH PERSON**



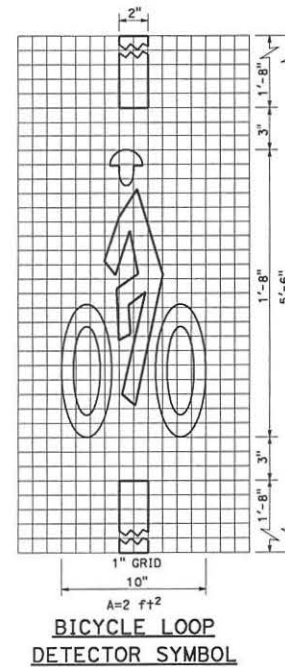
**INTERNATIONAL SYMBOL
OF ACCESSIBILITY (ISA) MARKING**



NUMERALS



DIAMOND SYMBOL

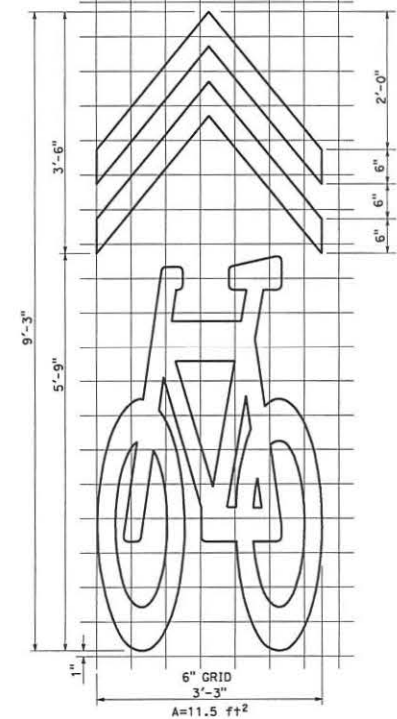


**BICYCLE LOOP
DETECTOR SYMBOL**

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS
<i>Atifa Farooq</i> REGISTERED CIVIL ENGINEER May 31, 2018 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.				
Atifa Farooq C80402 Exp. 3-31-19 CIVIL STATE OF CALIFORNIA				

NOTE:

Minor variations in dimensions may be accepted by the Engineer.

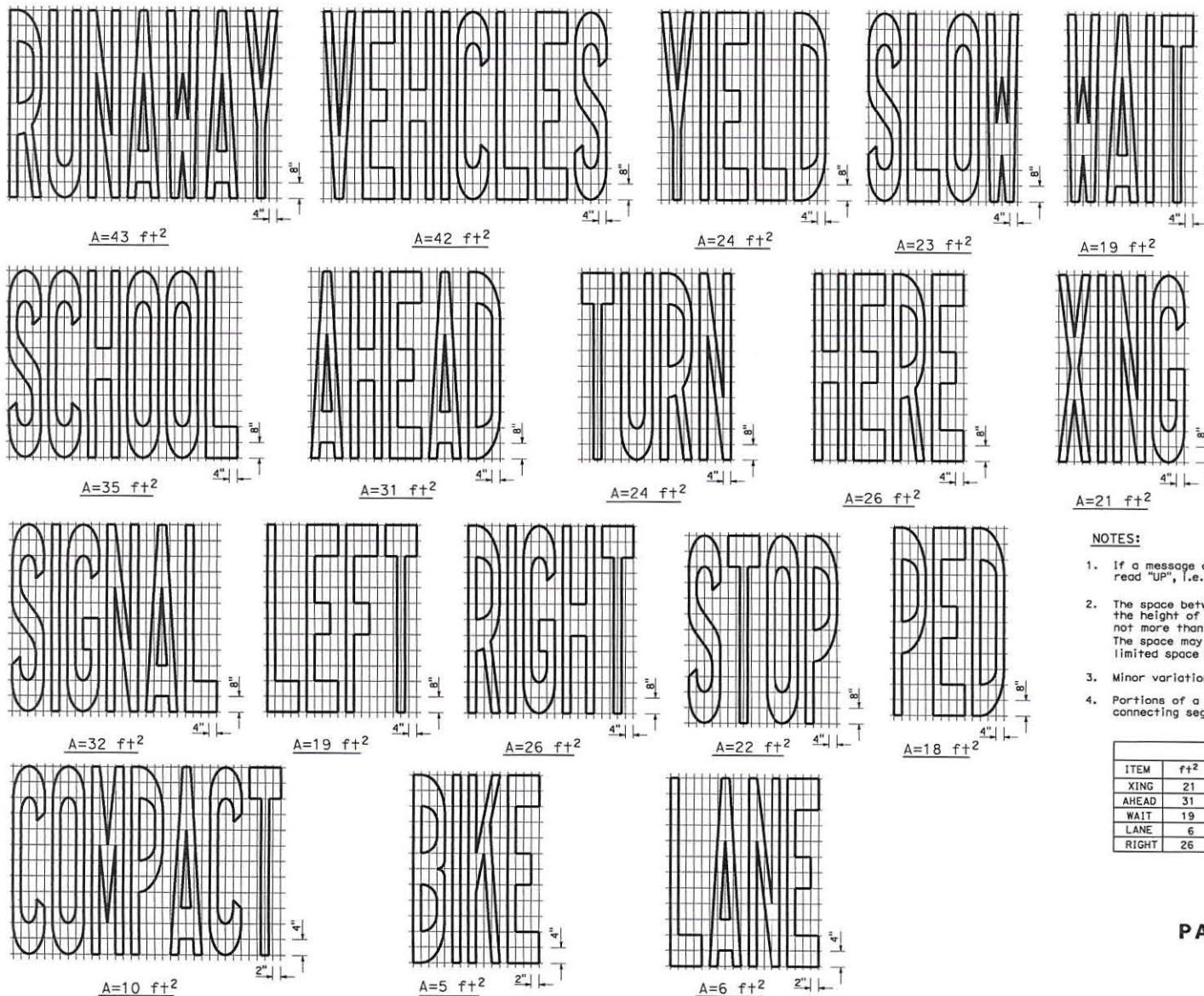


SHARED ROADWAY BICYCLE MARKING

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**

NO SCALE

A24C



NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS							
ITEM	f+2	ITEM	f+2	ITEM	f+2	ITEM	f+2
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
WORDS**

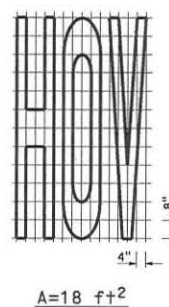
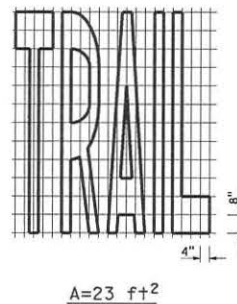
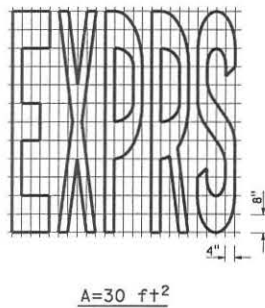
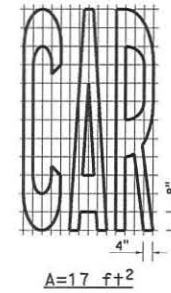
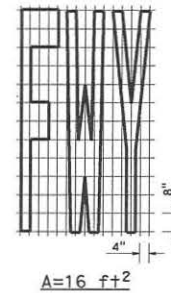
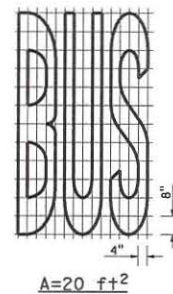
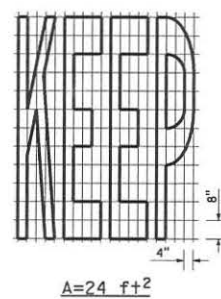
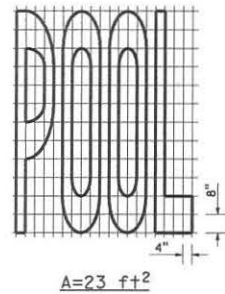
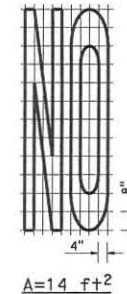
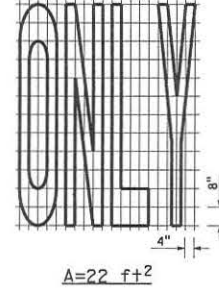
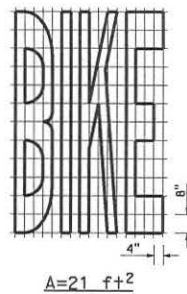
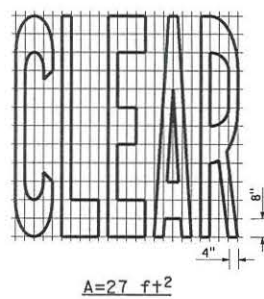
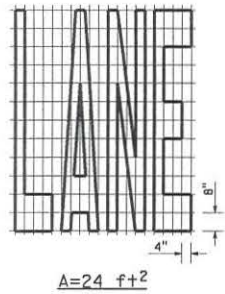
NO SCALE

A24D

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Olga Jerny
 REGISTERED CIVIL ENGINEER
 May 31, 2018
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS
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REGISTERED PROFESSIONAL ENGINEER
 Atila Ferenc
 C80402
 3-31-19
 CIVIL
 STATE OF CALIFORNIA



Dist	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	No. SHEETS

Atifa Ferrouz
REGISTERED CIVIL ENGINEER

October 19, 2018
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
Atifa Ferrouz
C80402
Exp. 3-31-19
CIVIL
STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED _____

WORD MARKINGS			
ITEM	ft+2	ITEM	ft+2
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16
HOV	18	EXPRS	30
TRAIL	23		

NOTES:

1. If a message consists of more than one word, it must read "UP", i.e., the first word must be nearest the driver.
2. The space between words must be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
5. The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
6. The words "NO PARKING" shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS
NO SCALE

RSP A24E DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN A24E
DATED MAY 31, 2018 - PAGE 21 OF THE STANDARD PLANS BOOK DATED 2018.

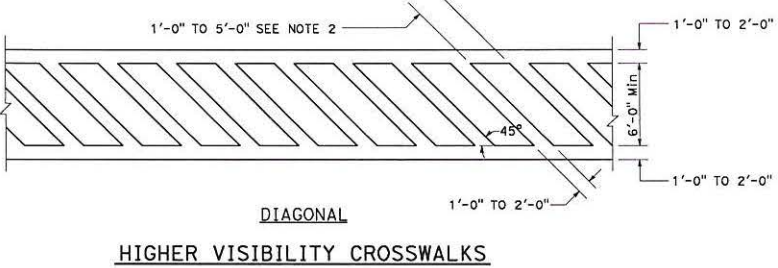
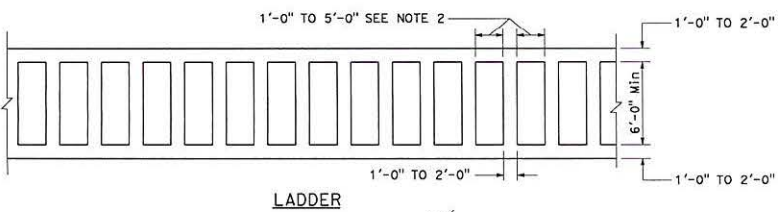
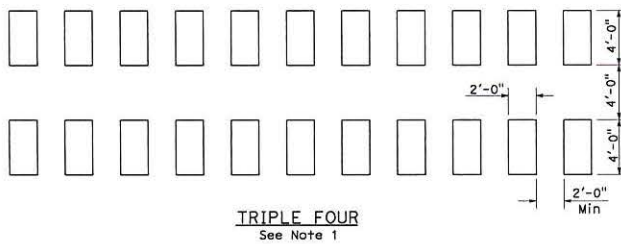
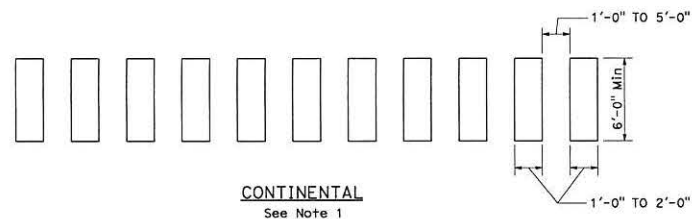
REVISED STANDARD PLAN RSP A24E

2018 REVISED STANDARD PLAN RSP A24E

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

Atifa Feray
 REGISTERED CIVIL ENGINEER
 May 31, 2018
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS
 OR AGENTS SHALL NOT BE RESPONSIBLE FOR
 THE ACCURACY OR COMPLETENESS OF SCANNED
 COPIES OF THIS PLAN SHEET.

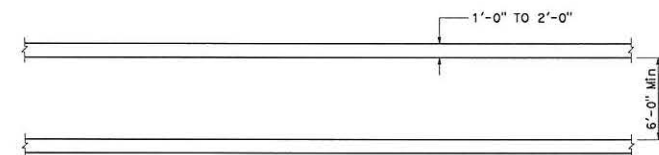
REGISTERED PROFESSIONAL ENGINEER
 No. C80402
 Exp. 3-31-19
 CIVIL
 STATE OF CALIFORNIA



HIGHER VISIBILITY CROSSWALKS

NOTES:

1. Spaces between markings must be placed in wheel tracks of each lane.
2. Spacings not to exceed 2.5 times width of longitudinal line.
3. All crosswalk markings must be white except those near schools must be yellow.



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 CROSSWALKS**

NO SCALE

A24F

2018 STANDARD PLAN A24F

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

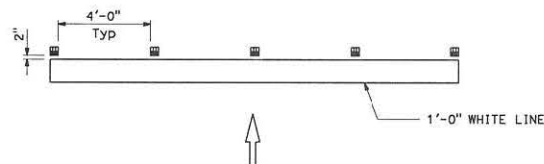
TO ACCOMPANY PLANS DATED

MARKERS

 TYPE R ONE-WAY RED RETROREFLECTIVE

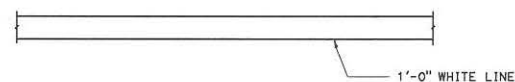
 RETROREFLECTIVE FACE ON BACKSIDE

WHITE SERIES OF ISOSCELES TRIANGLES



NOTE:

1. If there is crosswalk at the end of the exit ramp, place Type R markers in front of the first line for wrong way vehicle that travels up the ramp with the red reflective side facing the intersection.



WHITE SERIES OF ISOSCELES TRIANGLES

$$A=33 \text{ ft}^2$$

TYPE V ARROW AT EXIT RAMP

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS YIELD LINES, LIMIT LINES, AND WRONG WAY DETAILS

NO SCALE

RSP A24G DATED OCTOBER 19, 2018 SUPPLEMENT TO THE STANDARD PLANS BOOK DATED 2018.

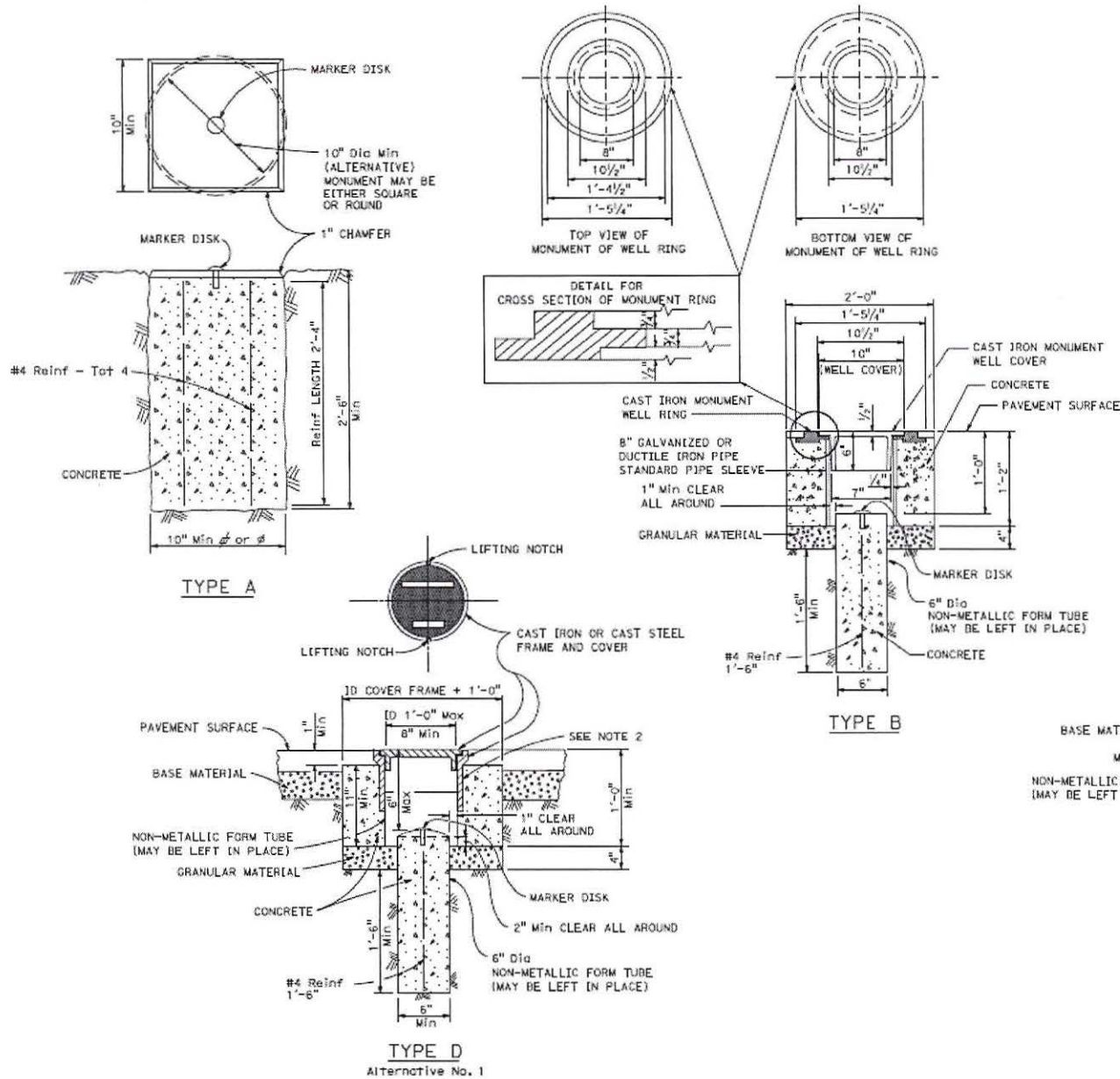
REVISÉD STANDARD PLAN RSP A24G

2018 REVISED STANDARD PLAN RSP A24G

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

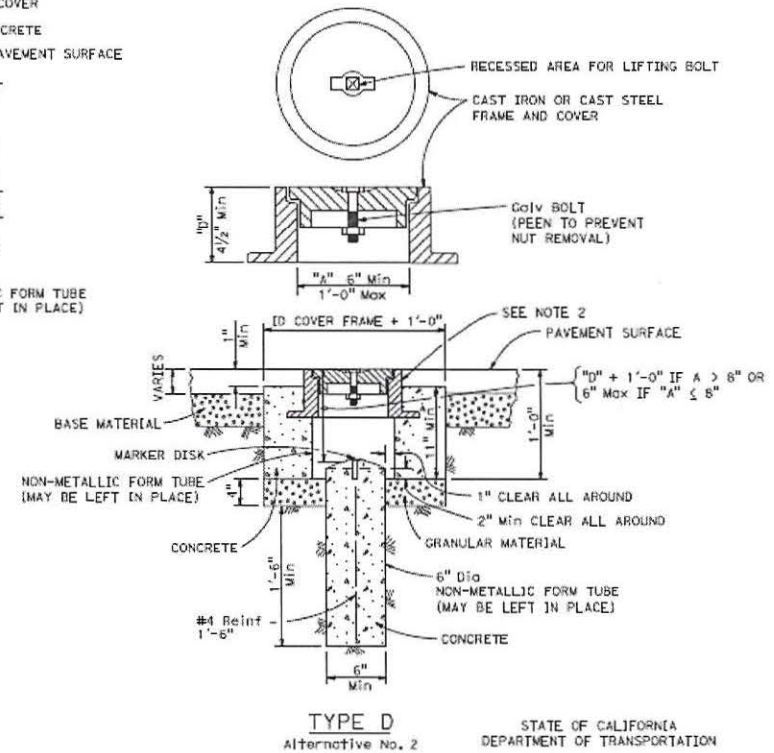
Mark S. Turner
 PROFESSIONAL LAND SURVEYOR
 May 31, 2018
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

LICENSED LAND SURVEYOR
 Mark S. Turner
 4728
 7-31-20
 STATE OF CALIFORNIA



NOTES:

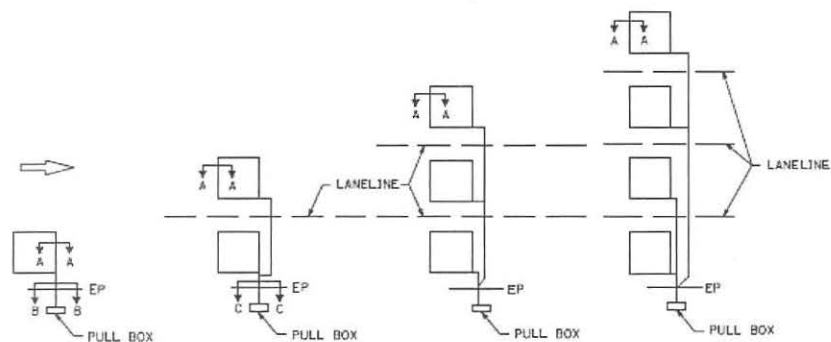
1. The configuration of the cast iron or cast steel frame and cover may vary from that shown.
2. Frame shall be embedded in the concrete a minimum of 3".



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
SURVEY MONUMENTS

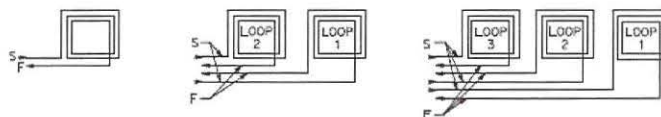
NO SCALE
Page 329

A74

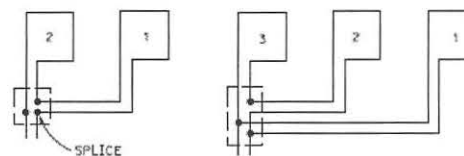


SAW CUT DETAILS

Type A loop detector configurations illustrated

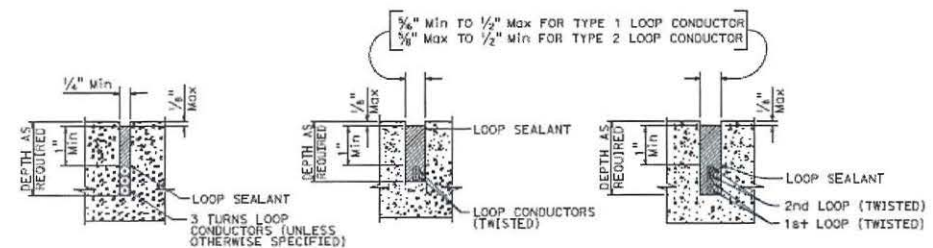


WINDING DETAILS



TYPICAL LOOP CONNECTIONS

Dashed lines represent the pull box



SECTION A-A

SECTION B-B

SECTION C-C

SLOT DETAILS - TYPE 1 AND TYPE 2 LOOP CONDUCTOR

ABBREVIATIONS:

S - START
F - FINISH

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(LOOP DETECTORS)**

NO SCALE

Page 340

ES-5A

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
H.R.T. REGISTERED ELECTRICAL ENGINEER May 31, 2018 PLANS APPROVAL DATE THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SHOWN COPIES OF THIS PLAN SHEET.					
REGISTERED PROFESSIONAL ENGINEER Harold Tolson E15636 Exp. 12-31-19 DISTRICT STATE OF CALIFORNIA					

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

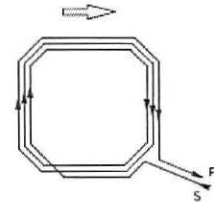
REGISTERED ELECTRICAL ENGINEER
H.R.T.
October 19, 2018
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICIALS
OF AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
David Delaport
No. E15676
Exp. 12-31-12
88704
STATE OF CALIFORNIA

TO ACCOMPANY PLANS DATED _____

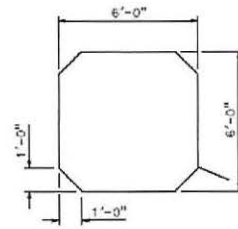
NOTES:

1. Round corners of acute angle saw cuts to prevent damage to conductors.
2. Typical distance separating loops from edge to edge is 10' for Type A, B, D, E, and F installation in single lane.
3. Use Type D and F loops for limit line detection and bicycle lanes.

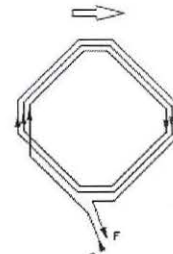


WINDING DETAIL

TYPE A LOOP DETECTOR CONFIGURATION

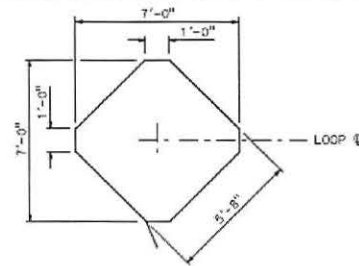


SAW CUT DETAIL

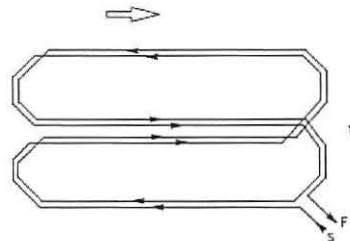


WINDING DETAIL

TYPE B LOOP DETECTOR CONFIGURATION

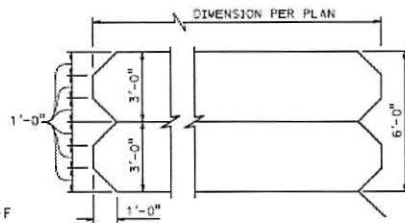


SAW CUT DETAIL

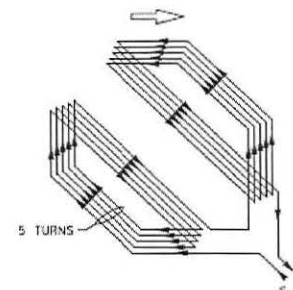


WINDING DETAIL

TYPE C LOOP DETECTOR CONFIGURATION

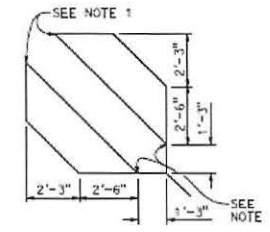


SAW CUT DETAIL



WINDING DETAIL

TYPE D LOOP DETECTOR CONFIGURATION

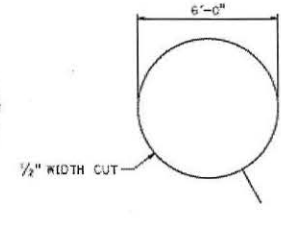


SAW CUT DETAIL

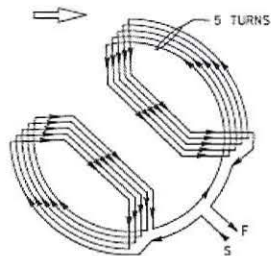


WINDING DETAIL

TYPE E LOOP DETECTOR CONFIGURATION

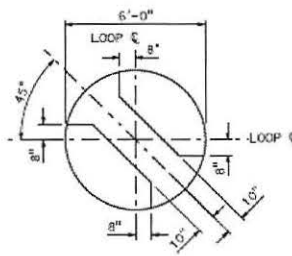


SAW CUT DETAIL

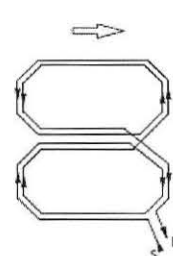


WINDING DETAIL

TYPE F LOOP DETECTOR CONFIGURATION

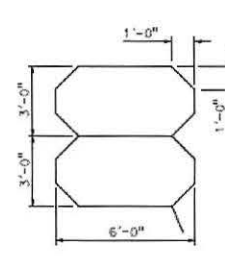


SAW CUT DETAIL

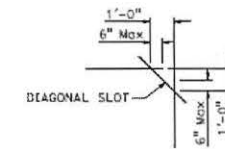


WINDING DETAIL

TYPE Q LOOP DETECTOR CONFIGURATION



SAW CUT DETAIL



PLAN VIEW OF
DIAGONAL SLOT
AT CORNERS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**ELECTRICAL SYSTEMS
(DETECTORS)**

NO SCALE

RSP ES-5B DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN ES-5B
DATED MAY 31, 2018- PAGE 505 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP ES-5B

2018 REVISED STANDARD PLAN RSP ES-5B

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

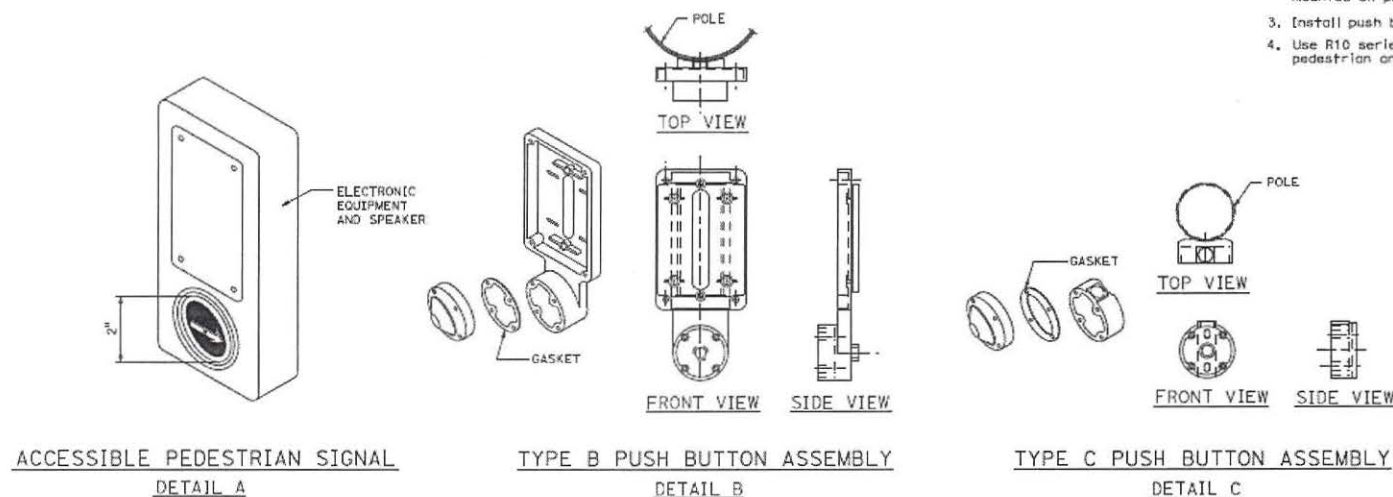
H.R.F.
REGISTERED ELECTRICAL ENGINEER
May 31, 2018
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA ON ITS OFFICERS
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REGISTERED PROFESSIONAL
ELECTRICAL ENGINEER
H.R.F.
No. 12-31-11
RIVERSIDE
STATE OF CALIFORNIA

NOTES:

1. Back casting shape to fit curvature of pole.
2. Provide cover fitting for top of post, when PBA is mounted on push button assembly post.
3. Install push button on crosswalk side of standard.
4. Use R10 series regulatory signs and plaques for pedestrian and bicycle facilities.

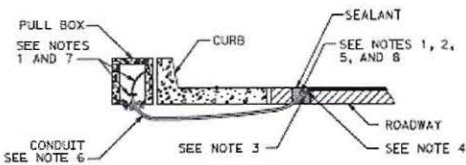


STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(ACCESSIBLE PEDESTRIAN SIGNAL
AND PUSH BUTTON ASSEMBLIES)**
NO SCALE

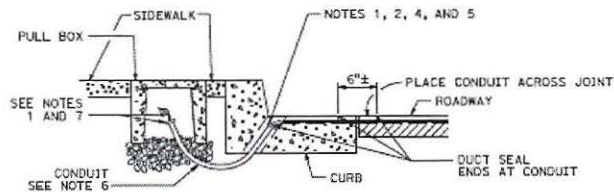
DATE	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET TOTAL NO. SHEETS

REGISTERED ELECTRICAL ENGINEER
October 19, 2018
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

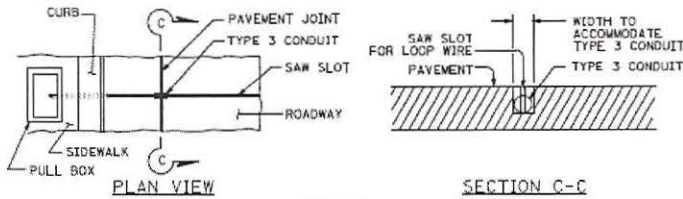
TO ACCOMPANY PLANS DATED _____



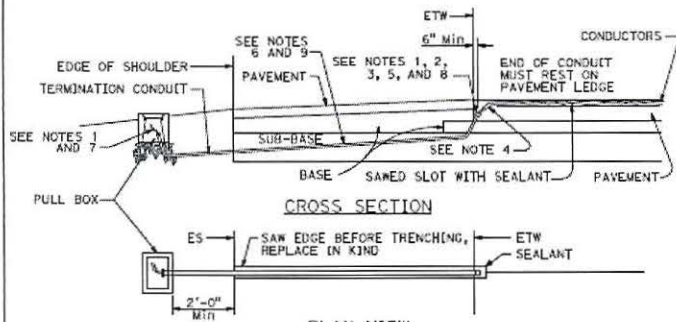
TYPE A
CURB TERMINATION DETAIL



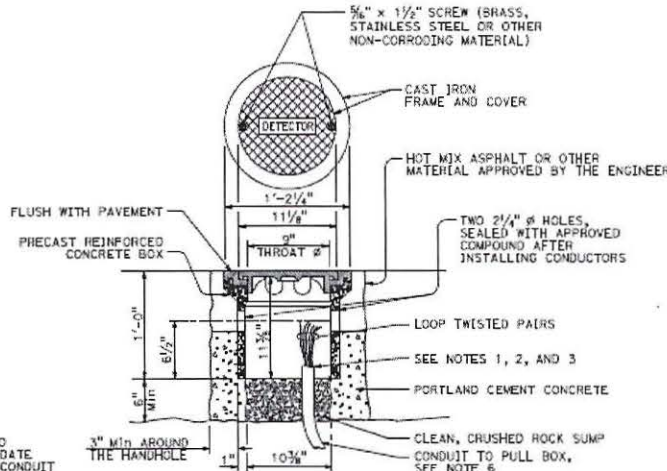
CROSS SECTION



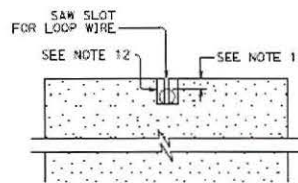
TYPE B
CURB TERMINATION DETAIL



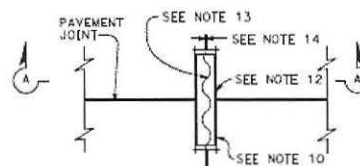
CROSS SECTION
PLAN VIEW
SHOULDER TERMINATION DETAILS



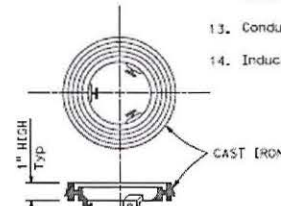
DETECTOR HANDHOLE DETAIL



SECTION A-A



PLAN VIEW
TYPICAL LOOP LEAD-IN DETAIL
AT PAVEMENT JOINT



LOCKING GRADE RING

NOTES:

- Bushing shall be used at end of conduit.
- Tape detector conductors 3" each side of bushings.
- Install duct seal compound to each end of termination conduit before installing sealant.
- Round all sharp edges where detector conductors have to pass.
- End of conduit shall be 3/8" below roadway surface.
- Conduit size Loop conductors
1" minimum 1 to 2 pairs
1 1/2" minimum 3 to 4 pairs
2" minimum 5 or more pairs
- Splice detector conductors to detector lead-in-cable.
- Location of detector handhole when shown on plans.
- When the shoulder and traveled way are paved with the same material and there is no joint between them, the conduit shall extend only 2'-0" into the shoulder pavement.
- 3/4" Type 3 conduit 6" long minimum, plug both ends with duct compound to keep out sealant.
- 1/2" Minimum between top of conduit and pavement surface.
- Sawcut shall not exceed 1" in width and 1/8" longer than conduit to be installed.
- Conductors with 1/2" minimum slack inside conduit.
- Inductive loop detector saw slot.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
(CURB AND SHOULDER TERMINATION,
TRENCH, AND HANDHOLE DETAILS)**

NO SCALE

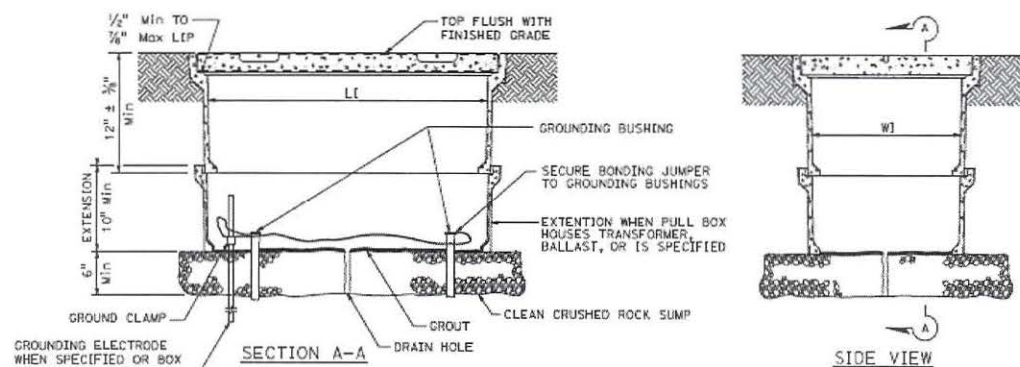
RSP ES-5D DATED OCTOBER 19, 2018 SUPERSEDES STANDARD PLAN ES-5D
DATED MAY 31, 2018 - PAGE 507 OF THE STANDARD PLANS BOOK DATED 2018.

REVISED STANDARD PLAN RSP ES-5D

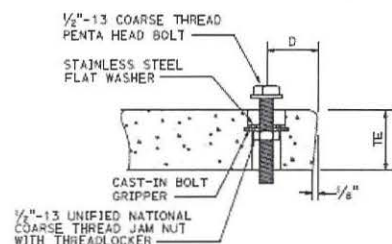
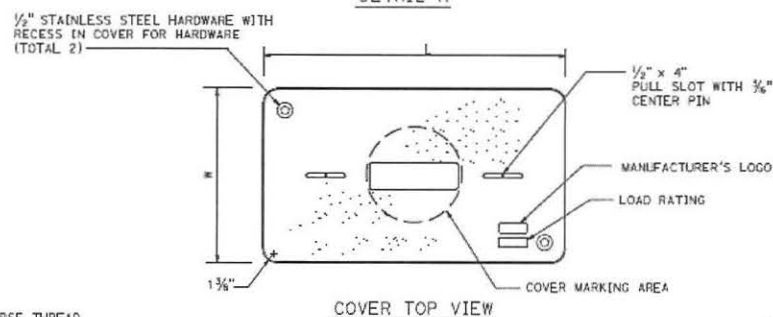
DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL

H.R. J.
 REGISTERED ELECTRICAL ENGINEER
 No. 12-51-19
 EISENM
 ELECTION
 STATE OF CALIFORNIA

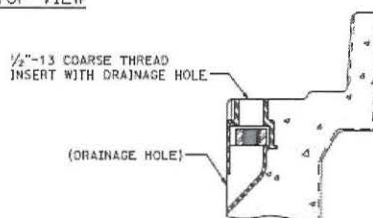
May 31, 2018
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.



INSTALLATION DETAILS
DETAIL A



TYPICAL COVER CAPTIVE BOLT
OR SIMILAR



TYPICAL THREADED INSERT
OR SIMILAR

NOTES:

1. The nominal dimensions of the opening in which the cover sets shall be the same as the cover dimensions except the length and width dimensions shall be $\frac{1}{8}$ " greater.
2. Covers and boxes shall be interchangeable with California standard male and female gages. When interchanged with a standard male or female gage, the top surfaces shall be flush within $\frac{1}{8}$ ". Top outside radius of covers and pull boxes shall have a $\frac{1}{8}$ " radius.
3. Dimensions for the cover for non-traffic pull box are nominal values.

DIMENSION TABLE

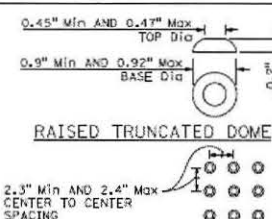
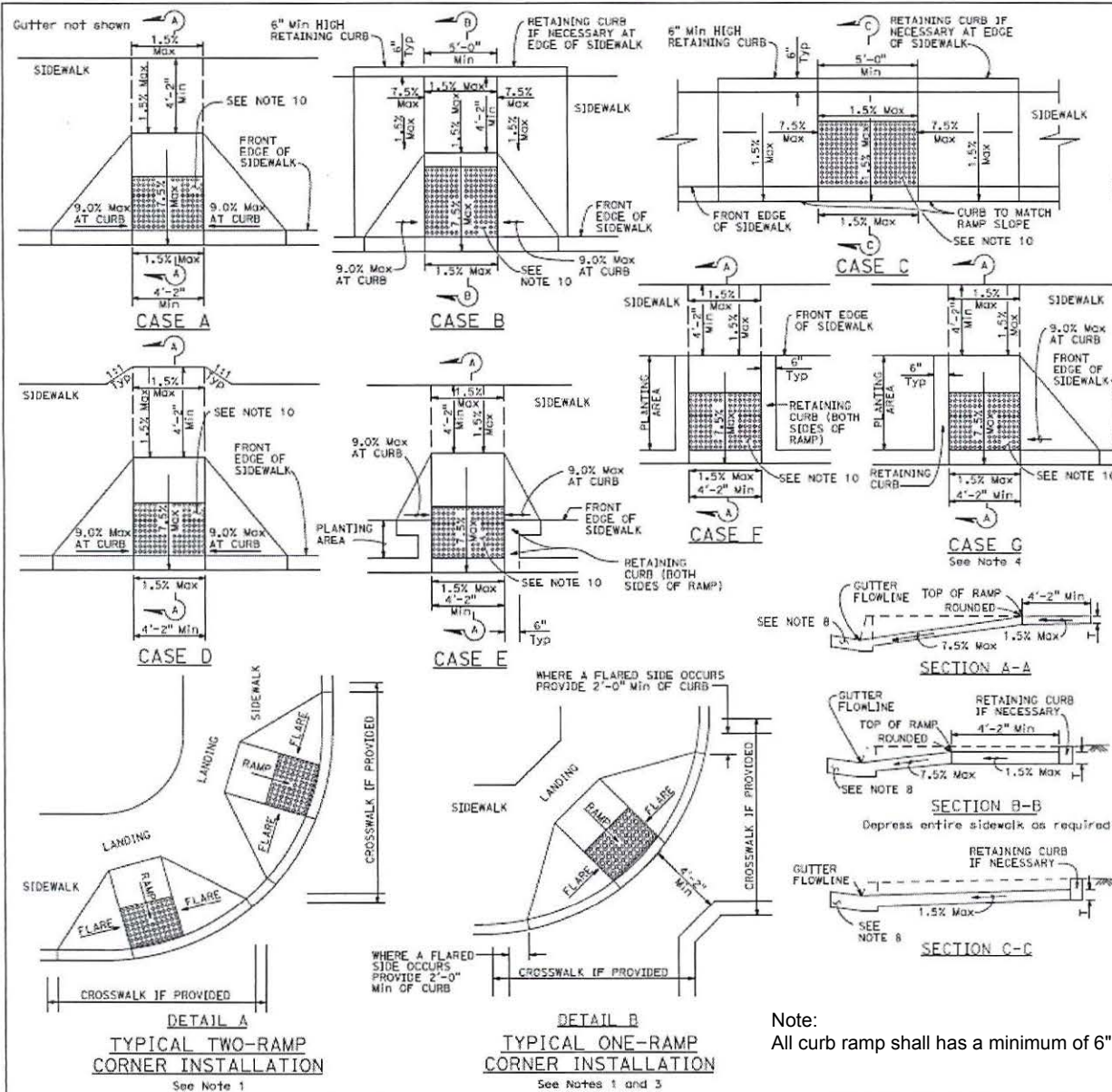
PULL BOX	PULL BOX					COVER				
	MINIMUM DEPTH BOX	MINIMUM DEPTH EXTENSION	MINIMUM WEIGHT	L1 Min	W1 Min	TE	D	L	W	MINIMUM WEIGHT
No. 3 1/2	12"	N/A	40 lb	1' - 3"	9"	1 3/4"	1 3/4"	1' - 3/4" - 1' - 3 3/8"	10" - 10 1/8"	30 lb
No. 5	12"	10"	55 lb	1' - 8"	11"	2"	1 3/4"	1' - 1 1/4"	1' - 1 3/4"	60 lb
No. 6	12"	10"	70 lb	2' - 4 1/4"	1' - 3 1/4"	2"	2"	2' - 6 1/2"	1' - 5 1/2"	85 lb

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**ELECTRICAL SYSTEMS
 (NON-TRAFFIC PULL BOX)**

NO SCALE

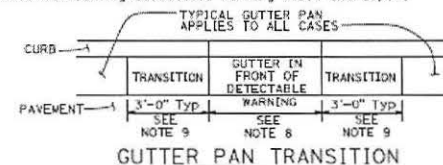
Page 344 ES-8A

2018 STANDARD PLAN ES-8A



RAISED TRUNCATED DOME PATTERN (IN-LINE) DETECTABLE WARNING SURFACE

- NOTES:** See Note 10
- As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The case of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate. For specific site condition configuration, including the conform to existing sidewalk, see Project Plans.
 - If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-2" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B or C or may be widened as in Case D.
 - When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
 - As site conditions dictate, the retaining curb side and the flared side of the Case G ramp shall be constructed in reversed position.
 - The ramp portion of the curb ramp is a typical rectangle, unless modified in the Project Plans.
 - Slope of ramp flares vary uniformly from a maximum of 9.0% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case C and Case F.
 - The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.
 - Counter slopes of adjoining gutters and road surfaces immediately adjacent to and within 24 inches of the curb ramp shall not be steeper than 1:20H (5.0%). Gutter pan slope shall not exceed 1" of depth for each 2'-0" of width.
 - Transition gutter pan slope from 1" of depth for each 2'-0" of width to match typical gutter pan slope per Standard Plan A87A.
 - The detectable warning surface will be a rectangle as shown at back of curb, unless modified in the Project Plans. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable warning surfaces shall extend the full width of the ramp except a maximum gap of 1 inch is allowed on each side of the ramp. Detectable warning surfaces shall conform to the requirements in the Standard Specifications.
 - Sidewalk and ramp thickness, "T", shall be 3/2" minimum.
 - Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
 - Detectable warning surface may have to be cut to allow removal of utility covers while maintaining detectable warning width and depth.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
CURB RAMP DETAILS
NO SCALE

A88A

DIST.	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

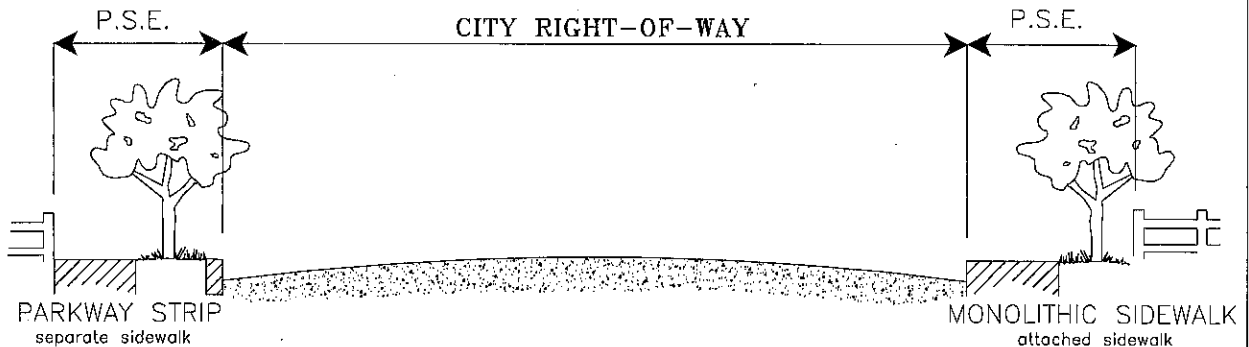
REGISTERED CIVIL ENGINEER
May 31, 2018
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
Rebecca Lynn Moxley
No. C54415
Exp. 12-31-19
SCE
STATE OF CALIFORNIA

2018 STANDARD PLAN A88A

SPECIFICATIONS FOR STANDARD DETAILS LS-2 & LS-3

1. STREET TREES SHALL BE PLANTED IN THE PUBLIC SERVICE EASEMENT (P.S.E.).
2. A STREET TREE PERMIT SHALL BE OBTAINED PRIOR TO PLANTING OR REMOVING ANY STREET TREE (CITY CODE SECTION 26.7).
3. AN ENCROACHMENT PERMIT IS REQUIRED TO INSTALL ANY PERMANENT COVERING SUCH AS CONCRETE, OVER THE CITY PARKWAY STRIP. IT SHOULD BE NOTED THAT IF ANY REPAIRS ON UNDERGROUND UTILITIES IN THE PARKWAY STRIP ARE REQUIRED, SUCH PERMANENT COVERING WILL BE REMOVED IN A PROFESSIONAL MANNER, BUT NOT REPLACED.
4. STREET TREES SHALL BE A MINIMUM SIZE OF FIFTEEN (15) GALLON CONTAINER.
5. THE TREE SPECIES PLANTED SHALL BE DESIGNATED SPECIES PER THE MASTER STREET TREE PLANTING PLAN (CITY CODE SECTION 26.5-1). THE PARKS AND RECREATION COMMISSION MAY MAKE EXCEPTIONS BASED UPON WRITTEN REQUEST TO PLANT A DIFFERENT SPECIES.
6. STREET TREES SHALL BE SPACED THIRTY (30) FEET APART UNLESS SPECIAL CIRCUMSTANCES DICTATE DIFFERENT SPACING.
7. STREET TREES SHALL BE SPACED AT LEAST FIFTY (50) FEET FROM STOP SIGNS and TRAFFIC SIGNALS, TEN (10) FEET FROM SEWER LATERALS AND STREET LIGHTS, AND FIVE (5) FEET FROM WATER LATERALS, GAS LATERALS, FIRE HYDRANTS, DRIVEWAY APRONS, AND TELEPHONE/CABLE/ELECTRICAL JUNCTION BOXES .
8. ON CORNER LOTS, STREET TREES SHALL NOT BE PLANTED WITHIN THE AREA SPECIFIED IN SECTION 20.60 OF THE CITY CODE. THIS DISTANCE IS APPROXIMATELY 35 FEET FROM THE POINT OF INTERSECTION OF CURB LINES.
9. TREES SHALL BE IRRIGATED IMMEDIATELY UPON PLANTING AND AT LEAST WEEKLY THEREAFTER.
10. ALL STREET TREES SHALL BE INSPECTED BY A DEPARTMENT OF PUBLIC WORKS REPRESENTATIVE PRIOR TO, AND AFTER, INSTALLATION. TREES PLANTED WITHOUT PRIOR INSPECTION SHALL BE DEEMED DEFECTIVE AND SHALL BE REMOVED BY THE INSTALLER. REQUEST INSPECTION BY CALLING (408) 846-0451 FORTY-EIGHT (48) HOURS PRIOR TO PLANTING.
11. ALL WORK DONE IN THE PUBLIC RIGHT-OF-WAY SHALL BE DONE IN SUCH A MANNER AS TO AVOID CREATING HAZARDS TO THE PUBLIC. TRAFFIC CONTROL DEVICES (SIGNS, BARRICADES, FLAGMEN, ETC.) SHALL BE PROVIDED AS REQUIRED IN THE STATE "MANUAL OF TRAFFIC CONTROLS."
12. NO PERSON SHALL CONSTRUCT OR PUT IN PLACE ANY CONCRETE, BRICK, ASPHALT, WOOD PRODUCT, PLASTIC SHEETING, OR OTHER IMPERVIOUS MATERIALS TO AIR AND WATER AROUND THE BASE OF ANY STREET TREE WITHIN A DISTANCE OF THREE (3) FEET. IN ADDITION, NO EXCESS SOIL, BUILDING MATERIALS, OR DEBRIS SHALL BE PLACED ABOVE A TREE'S ROOT CROWN WITHIN A DISTANCE OF THREE (3) FEET (CITY CODE SECTION 26.15-1).
13. NO PERSON SHALL CUT, TRIM, PRUNE, SPRAY, BRACE, MOVE, REMOVE, OR REPLACE ANY STREET TREE IN THE PUBLIC RIGHT-OF-WAY WITHOUT A WRITTEN PERMIT FROM THE PUBLIC WORKS DIRECTOR (CITY CODE SECTION 26.7).



TREE PLANTING SPECIFICATIONS



APPROVED BY:

[Signature] 8-18-14
CITY ENGINEER DATE

DRAWN BY: CSG
CHECKED BY:
LAST REVISED: 9/30/14

SCALE:
N.T.S.

SECTION:
LANDSCAPING

DRAWING NO.: **LS-1**

DEEP ROOT PLANTER

#22-29-18-P (or approved equal)
 Deep Root Corp.
 15040 Golden West Circle
 Westminster, Ca. 92683
 (714) 893-0563
 (or approved equal)

Backfill with native soil
 (No ammendments).

Sidewalk grade

Deep root planter

Fertilizer tablets equally
 spaced around sides at
 middle of rootball (5\21
 gram 20-10-5 Agriform
 tablets).

Compacted soil to
 minimize settling.

One 2"x8' treated lodgepole
 pine stake or better on windward
 side.

Two 16" "Grow-Strait" tree
 ties (Figure 8 pattern) nailed
 w\two 1 1/2" roofing nails.

Top of rootball level
 to existing grade.

1/2"-1" washed gravel.

18" to 24" Root Barrier
 Installed 2' from center of tree

NOTES:

1. Water immediately after planting and maintain tree until accepted by inspector.
2. Manually separate roots in rootball and direct outward and down to prevent girdling of roots.
3. Orient main limbs parallel with curb and sidewalk.

* See Standard Detail LS-1 for
 tree planting specifications.

FIFTEEN GALLON TREE PLANTING W/ DEEP ROOT PLANTER

DRAWN BY: CSG
 CHECKED BY:
 LAST REVISED: 6/19/14

SCALE:
 N.T.S.

SECTION:
 LANDSCAPING

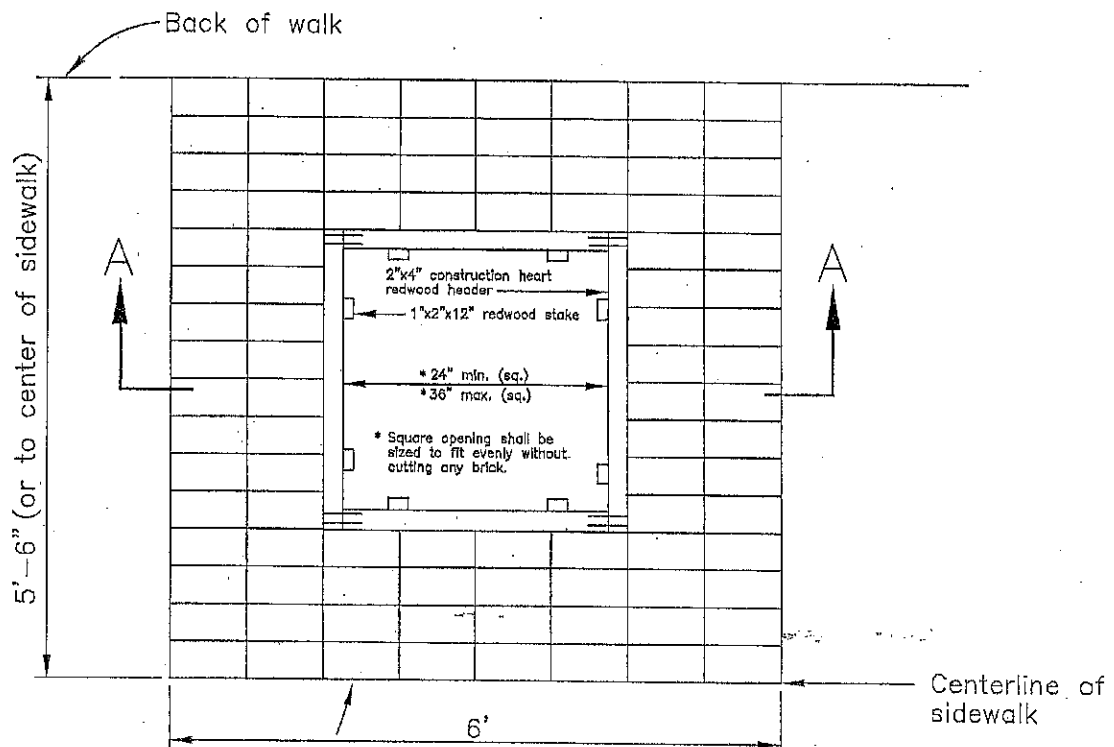
DRAWING NO.: LS-2



APPROVED BY:

[Signature]
 CITY ENGINEER

8-18-14
 DATE



PLAN

Common red brick (tightly fitted)

2"x4" Construction heart redwood header (nailed together).

Irrigation head

S/W & base

3/4" Drain rock

2" Tamped sand base

1"x12" redwood stake

NOTE:

Common red brick is shown as approximate size only and not to true scale.

SECTION A-A

TREE WELL IN SIDEWALK



APPROVED BY:

[Signature]

CITY ENGINEER

8-8-14

DATE

DRAWN BY: CSG

CHECKED BY:

LAST REVISED: 6/19/14

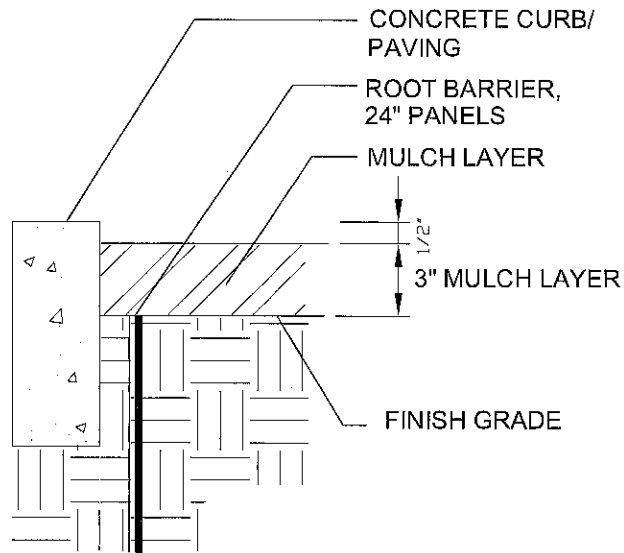
SCALE:

N.T.S.

SECTION:

LANDSCAPING

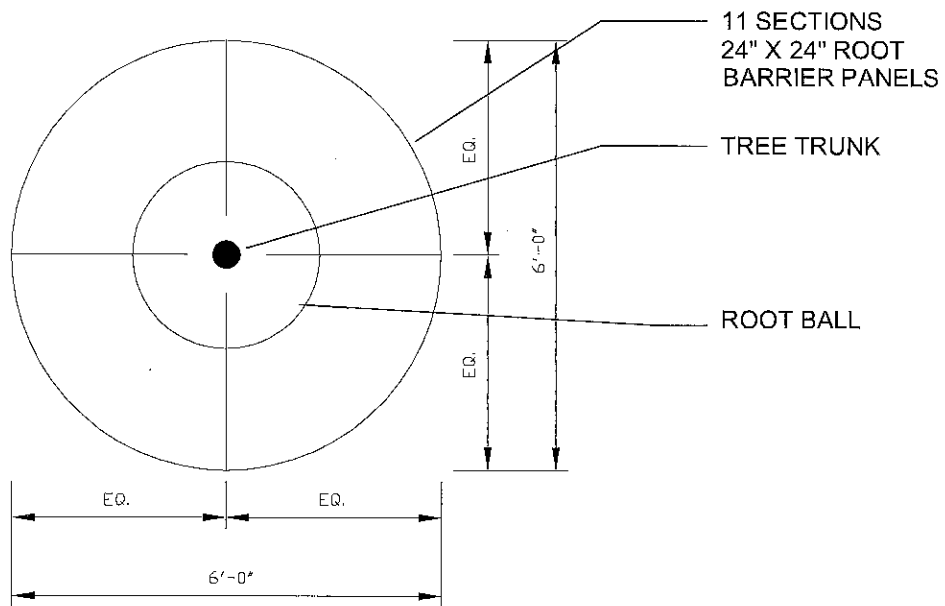
DRAWING NO.: LS-5



LINEAR ROOT BARRIER SECTION

NOTE:

1. LINEAR ROOT BARRIER TO BE USED IN ALL SITUATIONS WHERE HARDSCAPE IS 6' OR CLOSER TO TRUNK OF TREE
2. REFER TO TREE STAKING DETAIL



CIRCULAR ROOT BARRIER - PLAN VIEW

ROOT BARRIER



APPROVED BY:

Paul Jordan 8-18-14
CITY ENGINEER DATE

DRAWN BY: CSG
CHECKED BY:
LAST REVISED: 6/19/14

SCALE:
N.T.S.

SECTION:
LANDSCAPING

DRAWING NO.: LS-6