

CITY OF CAPITOLA

PROJECT SPECIFICATIONS

FOR

ROSEDALE AREA PAVING PROJECT

For use in conjunction with the State of California, Department of Transportation Standard Specifications dated May 2010, and Standard Plans dated May 2010.

BIDS OPEN: 11:00 A.M., Wednesday, April 6, 2016



CITY OF CAPITOLA
420 Capitola Avenue
Capitola, CA 95010
(831) 475-7300 – Phone
(831) 479-8879 – Fax
www.cityofcapitola.org

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CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA

NOTICE INVITING SEALED BIDS

ROSEDALE AREA PAVING PROJECT

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Director of Public Works of the City of Capitola, California, on or before April 6, 2016 at the hour of 11:00 a.m. in his office at 420 Capitola Avenue, Capitola, California, 95010, for the following work and improvements in and for the City, at which time they will be publicly opened and read:

The work on Rosedale Avenue, Alma Court, Carl Lane, and Rosedale Court in the City of Capitola to be performed under this contract includes, but is not limited to: mobilization; traffic control and construction signage; traffic striping, traffic markings, and markers removal; over-excavation if required, conform grinding, removal of asphalt concrete (AC) and aggregate base (AB), placement of AB, hot mix asphalt (HMA) overlay; construction of new concrete cross-gutter; adjusting of utility features (e.g. water valve boxes, sanitary and storm drain manhole frame and covers); placement of thermoplastic traffic stripes, pavement markers, and thermoplastic pavement markings; and all other work as shown on the Plans and as described in the Caltrans Standard Specifications and these Special Provisions to provide a complete project.

The estimated cost of construction is \$ 226,700

Each bid must be accompanied by a cashier's check, certified check, or Bidder's Bond executed by a corporate surety authorized to engage in such business in the State of California, payable to the City of Capitola, in an amount not less than ten percent (10%) of the amount of the bid. The successful bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the contract price, a Labor and Material Bond in an amount equal to one hundred percent (100%) of the contract price, and a Defective Materials and Workmanship Bond in an amount equal to ten (10%) percent of the contract price. Said bonds shall also be executed by a corporate surety authorized to engage in such business in the State of California and be made payable to the City of Capitola.

General requirements, plans, specifications and bid forms may be obtained at the office of the Director of Public Works, City Hall, 420 Capitola Avenue, Capitola, California 95010 or by calling (831) 475-7300, or on the City's website at www.cityofcapitola.org

The sealed bids must be addressed to the City of Capitola and must be submitted in a single sealed envelope endorsed: **"Rosedale Area Paving Project"**

If the successful bidder fails, neglects, or refuses for ten (10) calendar days after the award of the contract to enter into the contract to perform the work, the cashier's check, certified check, or Bidder's Bond accompanying the bid and the amount therein named, shall be declared forfeited to the City and shall be collected by it and paid into its general fund. After the bids have been opened, no bidder will be allowed to withdraw its bid without forfeiting the bid guaranty, unless permitted to do so by the Director of Public Works.

The Contractor shall possess a current Class A at the time of award of the contract.

The City Council reserves the right to reject any or all bids, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid and is for the best interest of the City shall

be final. The City Council shall have fifteen (15) calendar days from and after the opening of the bids within which to make its determination.

The Contractor receiving the award of the contract shall begin work within fifteen (15) calendar days after receipt of the Notice to Proceed and shall diligently prosecute the same to completion within thirty (30) calendar days.

The City of Capitola, in accordance with Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part 8), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, sex or national origin.

Prevailing Rate of Wages: In accordance with the provisions of the California Labor Code, the City Council hereby determines that the general prevailing per diem rate of wages in the locality in which the work is to be performed, for laborers and for each craft or type of worker and mechanic employed in the execution of the contract, is the Union Wage Scale established for Santa Cruz County, which wage scale as of the execution date of this contract is incorporated herein as if fully set forth. Overtime shall be not less than one and one-half (1-1/2) times the established rates. Sundays and holidays shall be not less than two (2) times the established rates. In payment of labor, the Contractor shall comply with the provisions of the Labor Code of the State of California, Sections 1770 to 1781 inclusive (Article 2, Chapter 1, Part 7, Division 2), and any acts amendatory thereto.

Department of Industrial Relations:

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

For any moneys earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California.

Dated: _____

Steven E. Jesberg
Public Works Director

DO NOT REMOVE FROM SPECIFICATION PACKET

CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA
BID PROPOSAL FOR

ROSEDALE AREA PAVING PROJECT

The undersigned, as bidder, declares that all the contract documents herein contained have been thoroughly examined, that this bid proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

Bidder proposes and agrees, if this bid proposal is accepted, that Bidder will contract with the City of Capitola, Santa Cruz County, California, in the form of the copy of the agreement herein contained, to provide all necessary machinery, tools, apparatus and other means of construction; to furnish all materials, to provide all labor, and to construct the improvements in conformity with the specifications and drawings and other contract provisions herein contained or reasonably implied thereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the Director of Public Works; to pay all charges of freight transportation and hauling and all applicable taxes; to indemnify the City against any loss or damage arising from any act of the undersigned as Contractors; and that Bidder will take in full payment therefore an amount computed by the Director of Public Works and based upon the unit prices as set forth in this bid proposal.

It is understood that the quantities set forth herein are approximate only and are for the purpose of comparing bids.

The amount to be paid the Contractor shall be the amount of work in each item actually constructed, multiplied by the unit prices set forth as follows:

See following page for bid items

Contractor's Name: _____

Item No.	Bid Item	QTY	Unit	Unit Price	Total
1.	Mobilization	1	LS		
2.	Traffic Control	1	LS		
3.	Changeable Message Signs	2	ES		
4.	Remove Pavement Markers	1	LS		
5.	Reset Survey Nail and Painted Cross	1	EA		
6.	Adjust Survey Monument Box to Grade	2	EA		
7.	Adjust Water Valve Box to Grade	6	EA		
8.	Adjust Blow-off Valve Box to Grade	1	EA		
9.	Adjust Gas Valve Box to Grade	1	EA		
10.	Adjust SSCO Frame & Cover to Grade	2	EA		
11.	Adjust SSMH Frame & Cover to Grade	8	EA		
12.	Adjust SDMH Frame & Cover to Grade	5	EA		
13.	Install Concrete Cross Gutter	140	SF		
14.	Subgrade Preparation	1,586	SY		
15.	Over-Excavation	40	CY		
16.	Remove Surfacing and Base (4-Inch Depth)(F)	1,586	SY		
17.	Hot-Mix Asphalt Pavement Type A (1.5-Inch Overlay)	55	TON		
18.	Hot-Mix Asphalt Pavement Type A (2-Inch Overlay)	455	TON		
19.	Hot-Mix Asphalt Pavement Type A (4-Inch Overlay)	393	TON		
20.	Thermoplastic Traffic Striping – Detail 22	100	LF		
21.	Thermoplastic 12" Crosswalk (White or Yellow)	89	LF		
22.	Thermoplastic 12" Limit Line (White or Yellow)	18	LF		
23.	Thermoplastic Pavement Markings (Arrows, Words, and Numerals)	44	SF		
24.	Blue Fire Hydrant Pavement Marker	6	EA		
25.	Pavement Base Repair 4-Inch Depth	50	SF		
26.	Pavement Base Repair 6-Inch Depth	2,837	SF		
27.	Cold-Planing (Milling) Asphalt Concrete Pavement (2-Inch Depth)(F)	3,680	SY		
28.	Wedge Grind	250	LF		
29.	Conform Grind	35	LF		
31.	Crack Sealing	1	LS		
31.	Temporary Water Pollution Control and Erosion Control	1	LS		
TOTAL					

The City will award the contract to the lowest responsible bidder complying with the instructions in the Notice Inviting Sealed Bids. The lowest bidder will be determined on the basis of the total of the Base Bid items alone. 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 corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more item totals in the bid schedule does not equal the total amount bid, the individual item totals shall govern and the corrected sum shall be deemed to be the amount bid.

The undersigned agrees, if this bid proposal is accepted by the City Council and if a contract for the performance of the work is entered into by and between the City of Capitola and the undersigned, to plan the work and prosecute it with such diligence that all of the work shall be completed within thirty (30) calendar days after receipt of the Notice to Proceed.

The undersigned further agrees that if this bid proposal is accepted, to sign the agreement and to furnish the required bonds with satisfactory surety or sureties within ten (10) calendar days after the award of the contract and if the undersigned fails to contract as aforesaid, it shall be understood that the contract has been abandoned and therefore that this bid proposal and the bid guaranty shall be forfeited to and become the property of the City. Otherwise, the bid guaranty accompanying this bid shall be returned to the undersigned.

Dated this _____ day of _____, 20_____.

Signature of Bidder

Bidder's Address

Printed Name of Bidder

City, State, Zip Code

Email:

Telephone No.

REQUIRED CONTRACTOR INFORMATION

NOTICE: In the case of a corporation, give below the address of the principal office thereof and the names and addresses of the president, secretary, treasurer and manager:

Tax ID No. or Social Security No _____

Contractor's License No. _____ Classification(s) _____

Expiration date: _____

Classification of workers used on job:

Acknowledgement of Addendum(s): Receipt of the following addendum(s) issued during the time of bidding is acknowledged and the information contained therein has been considered in the preparation of this bid proposal.

Note: Failure to execute the following may be considered as an irregularity in the bid proposal.

Addendum No. (None ___), (1 ___), (2 ___), (3 ___), (4 ___), (5 ___)
Check appropriate space(s).

I certify under penalty of perjury that the representations made herein are true and correct to the best of my knowledge.

Signature of Bidder

Printed Name of Bidder

STATEMENT OF EXPERIENCE OF BIDDER

The bidder is requested to state below what work of similar magnitude or character bidder has done and to give reference that will enable the City Council to judge bidder's experience, skill and business standing and ability to conduct the work as completely and as rapidly as required under the terms of the contract.

LIST OF PROPOSED SUBCONTRACTORS

List the name and address of each subcontractor who will perform work or labor or render service to the Contractor on the project in an amount in excess of one half of one percent (1/2%) of the total bid, or, if it exceeds \$10,000.00, whichever is greater, and the portion of the work to be done by each subcontractor.

Work to be Performed	License Number and type	% Of Total Contract	Subcontractor's Name Address, Telephone & email address	Classification of Workers used on job
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Note: Attach additional sheets if required.

General Contractor shall perform a minimum of 30% of the contract work.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER

State of California)
City of Capitola) ss.
County of Santa Cruz)

_____, being first duly sworn, deposes and says that he
(Bidder's Name)
or she is _____ of _____
(Title) (Company)

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

(NOTE: Signatures for those executing for the Non-collusion Affidavit must be properly acknowledged.)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, _____

_____ as SURETY, are held and firmly bound unto the CITY OF CAPITOLA, State of California, hereinafter called the CITY, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above-named, submitted by said Principal to the City, for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety exceed the sum of _____

_____ (\$ _____) DOLLARS.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the City for certain construction specifically described as follows for which bids are to be opened at Capitola, California, on April 6, 2016, for:

ROSEDALE AREA PAVING PROJECT

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 for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds: one to guarantee faithful performance, and one to guarantee payment for labor and materials, as required by law; then this obligation shall be null and void; or should the aforementioned contract be awarded to other than the herein-named Principal, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

PRINCIPAL: _____(Seal)
_____(Seal)
_____(Seal)

SURETY: _____(Seal)
_____(Seal)
_____(Seal)

ADDRESS

TELEPHONE NUMBER

(Note: Signatures of those executing for the Surety must be properly acknowledged.)

CITY OF CAPITOLA
SANTA CRUZ COUNTY, CALIFORNIA

AGREEMENT
ROSEDALE AREA PAVING PROJECT

THIS AGREEMENT, made this _____ day of _____, 201____, by and between the City of Capitola, a Municipal Corporation, in Santa Cruz County, California, hereinafter called the City, and _____ hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, plans and other contract documents, for the work herein described and shown and has approved and adopted these contract documents, specifications and plans and has caused to be published in the manner and for the time required by law, a Notice Inviting Sealed Bids for doing the work in accordance with the terms of this contract, and

WHEREAS, the Contractor in response to said notice has submitted to the City a sealed bid proposal accompanied by a bid guaranty in an amount not less than ten percent (10%) of the amount bid for the construction of all of the proposed work in accordance with the terms of this contract, and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted and as a result has determined and declared the Contractor to be the lowest responsible bidder and has duly awarded to the Contractor a contract for all of the work and for the sum or sums named in the bid and in this agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I. WORK TO BE DONE:

That the Contractor shall provide all necessary labor, machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence and overhead expenses of whatever nature necessary to construct all of the improvements for the City of Capitola in conformity with the specifications and plans and other contract documents and according to such instructions as may be given by the City of Capitola Director of Public Works or its authorized agent.

ARTICLE II. CONTRACT PRICES:

Except as provided in Section IV B of the Specifications ("Changes and Extra Work"), the City shall pay the Contractor according to the unit prices stated in the bid submitted by the Contractor or the total amount of the contract, whichever is less, which shall include all applicable taxes, for complete performance of the work.

The Contractor hereby agrees to accept such payment as full compensation for all materials and appliances necessary to complete the work; for all loss or damage arising from the work or from action of the elements, or from any unforeseen obstruction or difficulties which may be encountered in the prosecution of the work; incurred in and in consequence of the suspension or discontinuance of the work; as hereby specified; for all liability and other insurance; for all fees or royalties or other expenses on account of any patent or patents; for all overhead and other expenses incident to the work and expected profits; and for well and faithfully performing and completing the work within Thirty (30) calendar days from the date of the Notice to Proceed; all according to the contract plans and specifications, the details and instructions, and the requirements of the City Council.

ARTICLE III. PARTS OF THE CONTRACT:

That the complete contract document consists of the following:

- | | |
|----------------------------------|----------------------------|
| 1. Notice Inviting Sealed Bids | 2. Hold Harmless Clause |
| 3. Bid Proposal | 4. Performance Bond |
| 5. Non-collusion Affidavit | 6. Labor and Material Bond |
| 7. Bidder's Bond or Bid Guaranty | 8. Specifications |
| 9. Agreement | 10. Insurance Certificates |

In case of any conflict between this Agreement and any other part of the contract, this Agreement shall be binding.

IN WITNESS WHEREOF, the City has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its City Manager and its City Clerk thereunto duly authorized and the Contractor has executed these documents the day and year herein above written.

This Agreement shall be effective at such time as each party is in possession of a copy (i.e. either an original or facsimile) executed by the other party.

SO AGREED,

CITY OF CAPITOLA
A Municipal Corporation

CONTRACTOR:

License No. _____

Tax ID or SSN _____

By:

By:

Benjamin Goldstein
City Manager

Title: _____

Date: _____

Date: _____

Awarded by the City Council on

By signing above on behalf of the corporation, the individual so signing warrants that he/she has authority to sign this agreement on behalf of the corporation and legally bind the company to all of the obligations contained therein.

ATTEST:

City Clerk

HOLD HARMLESS CLAUSE

WHEREAS, _____, (Contractor), has been awarded a contract with the City of Capitola to perform certain work described as follows:

The work on Rosedale Avenue, Alma Court, Carl Lane, and Rosedale Court in the City of Capitola to be performed under this contract includes, but is not limited to: mobilization; traffic control and construction signage; traffic striping, traffic markings, and markers removal; over-excavation if required, conform grinding, removal of asphalt concrete (AC) and aggregate base (AB), placement of AB, hot mix asphalt (HMA) overlay; construction of new concrete cross-gutter; adjusting of utility features (e.g. water valve boxes, sanitary and storm drain manhole frame and covers); placement of thermoplastic traffic stripes, pavement markers, and thermoplastic pavement markings; and all other work as shown on the Plans and as described in the Caltrans Standard Specifications and these Special Provisions to provide a complete project.

Contractor hereby agrees to indemnify, defend and hold harmless the City, its officers, agents and employees from any and all demands, claims or liabilities of any nature caused by or arising out of Contractor's negligent acts, errors, or omissions, or willful misconduct, or conduct for which the law imposes strict liability on Contractor in the performance or nonperformance of this agreement.

Dated _____, 20_____.

Contractor

By _____

Title _____

Address _____

Telephone _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____(Contractor)

of _____
(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation/Partnership/Individual)

_____(Surety)

of _____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto CITY OF CAPITOLA, 420 Capitola Avenue, Capitola, CA 95010, hereinafter called OWNER, in the penal sum of _____ DOLLARS (\$_____) (100% of contract amount), in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of Rosedale Area Paving Project.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

PROVIDED, FURTHER, that 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 of the specifications accompanying the same shall in any ways affect its obligation 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.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal/Secretary

Principal (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Principal

Surety (type)

By: _____

Address: _____

Telephone No. _____

ATTEST:

Surety/Secretary

Attorney-in-fact (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Surety

By: _____

Address: _____

Telephone No. _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must be admitted sureties in possession of a valid current certification to that effect issued by the Commissioner of Insurance. (See Insurance Code Section 706.5.)

**BOND FOR SECURITY OF
LABOR AND MATERIALS**

WHEREAS, The City Council of the City of Capitola, State of California, and _____
_____ (hereinafter designated as "principal") have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project Rosedale Area Paving Project, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Capitola, 420 Capitola Avenue, Capitola, CA 95010, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

Now, therefore, said principal and the undersigned as corporate surety, are held firmly bound unto the City of Capitola and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Code of Civil Procedure in the sum of _____ dollars (\$_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the principal and surety above named, on _____, 20_____.

IN WITNESS WHEREOF, this instrument is executed in four (4) counter-parts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal/Secretary

Principal (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Principal

Surety (type)

By: _____

Address: _____

Telephone No. _____

ATTEST:

Surety/Secretary

Attorney-in-fact (type)

By: _____

Address: _____

Telephone No. _____

SEAL:

Witness as to Surety

By: _____

Address: _____

Telephone No. _____

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must be admitted sureties in possession of a valid current certification to that effect issued by the Commissioner of Insurance. (See Insurance Code Section 706.5.)

**ESCROW AGREEMENT TO SUBSTITUTE SECURITIES
FOR WITHHOLD MONEYS IN PUBLIC CONTRACTS
(OPTIONAL)**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Capitola, hereafter called "City", and _____ hereafter called "Contractor", having its main office at _____ WHEREAS, Contractor has been awarded a contract by City for

ROSEDALE AREA PAVING PROJECT

and has executed a contract dated _____, 20____ with City under which contract the Contractor is obligated to construct the above project and for which City shall pay Contractor certain progress payments from which moneys will be withheld as retention to insure performance of the contract by Contractor; and

WHEREAS, Contractor elects to substitute, at Contractor's expense, certain securities as eligible under Section 16430 of the Government Code or bank or savings and loan certificates of deposit equivalent to the amount withheld from progress payments.

NOW, THEREFORE, the parties agree as follows:

1. City shall hold in escrow the sum of _____ Dollars for the account of Contractor as represented by securities identified below:

(Cash Rec. No. _____ dated _____)

2. Contractor shall be the beneficial owner of any securities held by City substituted for moneys withheld and Contractor shall receive any interest thereon.

3. City will not pay out or release any escrow funds or securities except as provided in this agreement.

4. In the event Contractor or Contractor's agents fail to perform each and every obligation of its contract with City in the manner and within the time set forth in the contract for the project, the entire amount of escrow funds or securities held in escrow shall become the property of City upon certification from the Director of Public Works that Contractor has failed to perform its contract with City and Contractor has been given thirty (30) days written notice of its default under the contract. The escrow funds and securities which become the property of City shall be used and retained by City for the purpose set forth in the contract regarding withholding and retention of funds from progress payments, and such provisions are incorporated herein as if fully set forth.

5. Upon satisfaction in full and the time expiration set forth in the contract regarding withholding and retention of funds from progress payments, the amount held in escrow or securities held by City for the benefit of Contractor shall be released to Contractor by City upon certification of the Director of Public Works that Contractor has fully performed all obligations under the contract with City.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CITY OF CAPITOLA:

By _____

CONTRACTOR:

By _____

Title _____

Address _____

Telephone _____

APPROVED AS TO FORM:

City Attorney

SPECIAL PROVISIONS

The following special provisions shall add to or modify the General Provisions of the State of California, Department of Transportation, Standard Specifications, dated 2010 as amended.

SECTION I. DEFINITIONS AND TERMS

Whenever the following terms or pronouns in place of them are used in these specifications or in any documents or instruments where these specifications govern, the intent and meaning shall be interpreted as follows:

- A. ADDENDUM. Written or graphic instrument issued prior to the opening of bid proposals which interprets, corrects, or changes the bidding or contract documents. The term "addendum" shall include bulletins and all other types of written notices issued to potential bidders prior to opening bid proposals.
- B. CITY. The City of Capitola, located in Santa Cruz County, California; also sometimes referred to as the "City."
- C. ENGINEER OR CITY ENGINEER. The City Engineer of the City of Capitola or the Director of Public Works, acting either directly or through properly authorized agents.
- D. BIDDER. Any individual, firm, or corporation submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.
- E. CONTRACTOR. The person or persons, co-partnership, or corporations who have entered into a contract with the City for performance of work covered by this contract, and its authorized agents or legal representatives.
- F. INSPECTOR. Shall mean the technical inspector or inspectors duly authorized or appointed by the Engineer.
- G. PLANS. The word "plans" shall denote drawings. The word "drawings" shall denote plans. Plans and/or drawings are a part of the specifications.
- H. SPECIFICATIONS. The directions, provisions and requirements contained herein and supplemented by such special provisions as may be necessary, pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.
- I. PROPOSAL FORM. The approved form on which the City Engineer requires formal bids to be prepared and submitted for the work.
- J. BID PROPOSAL. The offer of the bidder for the work when made out and submitted on the prescribed proposal form, properly signed and guaranteed.
- K. CONTRACT, AGREEMENT, OR CONTRACT DOCUMENTS. The written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. The contract shall include the notice to contractors, proposal, plans, specifications, special provisions, and contract bonds; also any and all supplemental agreements amending or extending the work contemplated and which may be required to complete the work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments, or extensions to the contract and include contract change orders.
- L. WORK. All the work specified in the special provisions, proposal and contract.

- M. INSTALL. Where the word install is used, it shall also mean that the Contractor shall provide all of the materials necessary to install the item as shown on the plans or in these specifications, unless stated otherwise.
- N. CONSTRUCT. Where the word construct is used, it shall also mean that the Contractor shall provide all of the materials necessary to construct the item as shown on the plans or in these specifications, unless stated otherwise.
- O. PLACE. Where the word place is used, it shall also mean to provide all of the materials for the complete installation of the item denoted.
- P. ADVERTISEMENT. The published Notice Inviting Sealed Bids for the construction of the project.
- Q. STANDARD SPECIFICATIONS. The State of California, Department of Transportation, Standard Specifications, dated 2010 as amended, also referred to as the State Specifications.
- R. STANDARD PLANS. The State of California, Department of Transportation, Standard Plans, dated 2010 as amended, also referred to as the State Standard Plans.
- S. STATE. The State of California, including the Department of Transportation (Caltrans), California Highway Patrol, or any other State of California agency whose action or oversight is related to the work.

SECTION II. BID REQUIREMENTS AND CONDITIONS

The bidder's attention is directed to the provisions of Section 2 of the State Specifications for the requirements and conditions which must be observed in the preparation of the bid proposal forms and the submission of the bid and these special provisions.

- A. CONTENTS OF BID PROPOSAL FORMS. Prospective bidders will be furnished with forms which will state the location and description of the contemplated work to be performed, for which a bid is asked.
- B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK. The bidder shall examine carefully the site of the work contemplated and the plans, specifications and proposal and contract forms thereof. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character and quality of work to be performed and as to the materials to be furnished, as to the requirements of these specifications, the special provisions and the contract.

For convenience in designation on the plans or in the specifications, certain materials or articles to be incorporated in the work may be designated under a trade name or the name of a manufacturer and the manufacturer's catalog information. The request for substitution of a similar or equivalent material or article shall not be made before the submission of a bid proposal and/or award of the contract. Attention is directed to the provisions under "Submittals," of Section VI elsewhere in the special provisions.

If any person contemplating submitting a bid proposal for proposed contract is in doubt as to the true meaning of or finds discrepancies in or omissions from any part of the plans, specifications, or other contract documents, the person may submit to the City a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be delivered to each person receiving a copy of the contract documents. No person is authorized to make any oral interpretation or correction of any provision in the contract documents to any bidder, and no bidder shall rely on any such oral interpretation or correction.

- C. BID PROPOSAL FORMS. **All bids shall be made upon the blank forms provided herein, which shall be void if detached from these specifications.** All items shall be properly filled out. Numbers shall be stated in figures. The signatures of all persons signing shall be in long hand. If the bid is submitted by an individual, the individual's name and post office address must be shown. If submitted by a firm or partnership, the name and post office address of each member of the firm or partnership must be shown. If submitted by a corporation, the bid proposal shall show the name of the State under the laws of which the corporation was chartered and the names, titles and business addresses of the president, secretary, treasurer and manager.
- D. REJECTION OF BIDS CONTAINING ALTERATIONS, ERASURES OR IRREGULARITIES. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.
- E. BID GUARANTEE. All bids shall be presented under sealed cover and shall be accompanied by a cashier's check, certified check or Bidder's Bond made payable to the City of Capitola, for an amount equal to at least TEN PERCENT (10%) of the amount of said bid.
- F. WITHDRAWAL OF BIDS. Any bid may be withdrawn by the bidder prior to but not after the time fixed for the opening of bids, provided that a request in writing for the withdrawal of such bid, executed by the bidder or bidder's duly authorized representative, is filed with the Director of Public Works of the City of Capitola. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

- G. DISQUALIFICATIONS OF BIDDERS. More than one bid from an individual, a firm or partnership, a corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any bidder is interested in more than one bid for the work contemplated will cause the rejection of all bids in which said bidder is interested.

- H. COMPETENCY OF BIDDERS. With each and every bid and forming a part thereof, the City Council will require the bidder to furnish a statement of bidder's financial responsibility, technical ability, and experience.

SECTION III. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3 of the State Specifications for the requirements and conditions concerning award and execution of contract and these special provisions.

- A. AWARD OF CONTRACT OR REJECTION OF BIDS. All bids shall be subject to the approval of the City Council, which reserves unto itself the right to accept or reject any or all bids and waive any irregularities or informalities of bids as it may deem for the best interest of the City, and whose determination as to whose bid is the lowest responsible bid shall be final and conclusive. The award, if made, will be made within fifteen (15) calendar days after the opening of the bids. City shall not be bound until the contract has been fully executed.
- B. RETURN OF BID GUARANTEES. Within thirty (30) calendar days after the award of the contract, the City will return the bid guarantees accompanying the bids, which are not being considered in making the award. All other bid guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompany.
- C. CONTRACT BONDS. The successful bidder simultaneously with the execution of the agreement will be required to furnish, on forms provided herein:
1. PERFORMANCE BOND in the amount equal to one hundred percent (100%) of the contract price, and must be by a corporate surety authorized to engage in such business in California, payable to the City of Capitola.
 2. LABOR AND MATERIAL BOND in an amount equal to one hundred percent (100%) of the contract price, and must be by a corporate surety authorized to engage in such business in California, payable to the City of Capitola.
 3. DEFECTIVE MATERIALS AND WORKMANSHIP BOND in an amount equal to ten (10%) of the contract price, and must be by a corporate surety authorized to engage in such business in California, payable to the City of Capitola and valid for a one (1) year period commencing on the date of contract completion.
- This bond shall be provided to the City prior to release of the five (5%) project retention.
- D. EXECUTION OF CONTRACT. The contract shall be signed by the successful bidder and returned, together with the contract bonds and insurance certificates, within ten (10) calendar days after the award of the contract. If bidder fails to do so, the City Council without further proceedings may declare the bid guarantee forfeited.
- E. PENALTY FOR FAILURE TO SIGN CONTRACT. A successful bidder who fails, neglects or refuses to sign the contract and file acceptable bonds as required, within the time specified, shall have the bid guarantee forfeited to the City as liquidated damages.
- F. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. For any moneys earned by the Contractor and withheld by the City to ensure the performance of the contract, the Contractor may, at Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California. This substitution shall be effected prior to submittal of Contractor's first progress billing to the City for work under this contract.
- G. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES. Attention is directed to the provisions of Section 8-1.04, "Start of Job Site Activities," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the State Specifications and these special provisions.

The counting of calendar days shall commence on the date stated in the "Notice to Proceed." The Contractor shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed and shall diligently prosecute the same to completion before the expiration of thirty (30) calendar days from the date of the Notice to Proceed.

The Contractor shall pay to the City of Capitola the sum of \$800.00 (Eight Hundred Dollars and Zero Cents) per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed herein.

SECTION IV. SCOPE OF WORK

- A. WORK TO BE DONE. The work to be done on this project consists, in general, of the following:

The work on Rosedale Avenue, Alma Court, Carl Lane, and Rosedale Court in the City of Capitola to be performed under this contract includes, but is not limited to: mobilization; traffic control and construction signage; traffic striping, traffic markings, and markers removal; over-excavation if required, conform grinding, removal of asphalt concrete (AC) and aggregate base (AB), placement of AB, hot mix asphalt (HMA) overlay; construction of new concrete cross-gutter; adjusting of utility features (e.g. water valve boxes, sanitary and storm drain manhole frame and covers); placement of thermoplastic traffic stripes, pavement markers, and thermoplastic pavement markings; and all other work as shown on the Plans and as described in the Caltrans Standard Specifications and these Special Provisions to provide a complete project.

- B. CHANGES AND EXTRA WORK. Changes and extra work, if found necessary, shall be done in accordance with the provisions of Section 4-1.05, "Changes and Extra Work," of the Standard Specifications and these special provisions.

The City may require changes in, additions to or deductions from, the work to be performed or the materials to be furnished under this Contract pursuant to the provisions of the Contract Documents.

No change to the work shall be made, extra work performed, or deduction from the work made unless in pursuance of a written change order from the City, signed by the Director of Public Works or its authorized representative, stating that the change, addition, deletion, or any combination thereof is authorized. Written field orders may be issued to the contractor pending the issuance of a formal change order. No claim for additional payment shall be considered unless so ordered.

Adjustments to the contract amount by reason of a duly authorized change order shall be determined on the basis of one of the following methods, at the option of the Director of Public Works:

1. On the basis of an acceptable lump sum proposal from the Contractor in response to a quotation request.
2. On the basis of unit prices specified in the Contractor's proposal.
3. On the basis of actual necessary cost plus fifteen (15) percent to cover superintendence, general expense and profit, hereinafter referred to as "Force Account Work."

Force Account Work, if ordered, shall be adjusted and certified daily on record sheets acceptable to the Director of Public Works and signed by both he and the Contractor. Such daily report sheets shall thereafter be considered as the true record of Force Account Work done. Computation of actual costs shall include wages paid for workers and any employer payment made to, or on behalf of, workers for health, welfare, pension, vacation plans or similar purposes. Equipment costs shall be on the basis of generally accepted rental schedules for the locality. Material costs shall be supported by supplier's invoices.

When a lump sum proposal for extra work is requested from the Contractor, such quotation request shall be furnished by the Contractor, and a quotation for the work involved delivered to the Director of Public Works within five (5) calendar days. If the Director of Public Works finds said proposal unacceptable, he may then proceed with such extra work by Force Account or such other means as are available under the provisions of the contract.

- C. INTERPRETATION OF SPECIFICATIONS AND DRAWINGS. The specifications and the contract drawings are intended to be explanatory of each other. Any work indicated in the contact drawings and not in the specifications, or vice versa, is to be executed as if indicated in both. Should it appear that

the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary, and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or question arising respecting the true meaning of the specifications, reference shall be made to the City and its decision thereon shall be final.

- D. FIGURED DIMENSIONS. All work shown on the contract drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions where given are in all cases to be followed, though they may differ from scaled measurements. Large scale and full size drawings shall be followed in preference to small scale drawings.
- E. ERRORS OR DISCREPANCIES. If the Contractor, in the course of the work, discovers any discrepancies between the drawings and the conditions of the ground, or any errors or omissions in the drawings or in the layout given by stakes, points or instructions, it shall be Contractor's duty to inform the Engineer immediately in writing and the Engineer shall promptly verify the same. Any work done after such discovery until authorized will be done at the Contractor's risk.
- F. DRAWINGS TO BE FURNISHED BY CONTRACTOR. The bidder's attention is directed to the provisions in Section 5-1.23, "Submittals" of the State Specifications for the requirements concerning submittals. As soon as practicable and proper after the execution of this contract, the Contractor shall supply such working drawings or devices to be furnished hereunder as are called for herein or as are required by the Engineer, to make clear the details of construction and of devices and to demonstrate fully that all materials and equipment comply with the intent and provisions of this contract. Unless otherwise herein specified, such drawings shall be submitted to the Engineer for this approval upon Engineer's request. Should any drawings furnished by the Contractor not be approved by the Engineer, the Contractor shall make the revisions required and again submit them to the Engineer for approval. After due approval by the Engineer, these drawings shall become a part of this contract and the work shall be done in conformity therewith. No such work shall begin or devices purchased until the drawings covering it or they have been approved. The approval of the drawings shall not relieve the Contractor of responsibility or waive or modify any of the provisions or requirements of this contract.
- G. ADDITIONAL DRAWINGS BY CITY. The drawings made a part of this contract at the time of its execution are intended to be fairly specific and to indicate the detail of the scope of the work. In addition to these drawings, however, the Engineer shall furnish such additional drawings from time to time during the progress of the work as are necessary to make clear or to define in greater detail the intent of the specifications and contract drawings, and the Contractor shall make the work conform to all such drawings.
- H. CLEANING UP. The Contractor shall not allow the site of the work to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition throughout the construction period in conformance with Section 5-1.31, "Job Site Appearance," of the Standard Specifications and these special provisions. The Engineer shall have the right to determine what is or is not waste material or rubbish and the place and manner of disposal.

On or before the completion of the work the Contractor shall, without charge therefore, tear down and remove all temporary structures built by Contractor, and shall remove rubbish of all kinds from any of the grounds which Contractor has occupied and leave them in a condition acceptable to the Engineer.

Full compensation for conforming to the provisions of "Cleaning Up," of this article shall be considered as included in the various contract items, and no additional allowance will be made therefore.

- I. SALVAGE FOR THE CITY. None

SECTION V. CONTROL OF WORK

The bidder's attention is directed to the provisions in Section 5 of the State Specifications for the requirements and conditions concerning Control of Work and these special provisions.

- A. AUTHORITY OF THE ENGINEER. The bidder's attention is directed to the provisions in Section 5-1.03 Engineer's Authority of the State Specifications. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of the work performed, as to the quality and acceptability of materials furnished, and as to the manner of performance and the rate of progress of the work, and shall decide all questions which may arise as to the interpretation of the Plans and Specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation. The Engineer's decisions shall be final; the Engineer shall have authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.
- B. COOPERATION OF THE CONTRACTOR. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer in writing and shall be received and obeyed by the Contractor's designated representative.

The representative must be present at the job site while work is in progress. The Contractor must submit the representatives contact information (name, telephone number) so the representative can be easily contacted to perform emergency work while work is not in progress.

- C. COOPERATION BETWEEN CONTRACTORS. Where two or more contractors are employed on related or adjacent work, each shall conduct their operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor or other entity performing work at or near the job or material site is responsible to the other for damage to work, persons, or property and for costs due to unnecessary delays.
- G. CHARACTER OF WORKERS. If any person employed by the Contractor, or by a subcontractor, shall fail or refuse to carry out the directions of the Engineer, or shall appear to the Engineer to be incompetent, or to act in a disorderly or improper manner, that person shall be discharged immediately upon the recommendation of the Engineer, and shall not again be employed on the work.
- H. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices incident to the lawful prosecution of the work.
- E. ACCESS TO WORK. The Engineer and the Engineer's authorized assistants shall at all times have access to the work during its progress. All work done and all materials furnished shall be subject to the inspection of the Engineer.
- F. SUBMITTALS. Attention is directed to Section 5-1.23, "Submittals," of the State Specifications. Within fifteen (15) calendar days after award of the contract, before any materials are purchased, brought to the site or installed, the Contractor shall submit to the Engineer a complete listing of the manufacturers each item of equipment or assembly fabricated off the site which the Contractor proposes to furnish on the project, together with sufficient information including shop assembly and detail drawings, manufacturers' specifications, and performance data to demonstrate clearly that the materials and equipment to be furnished comply with the provisions and intent of the contract specifications, contract drawings and contract documents. If the information shows any deviation from the contract requirements, the Contractor shall, by a statement in writing accompanying the submittal, advise the Engineer of the deviation and state the reason therefore.

Approval by the Engineer of shop drawings and other data submitted by the Contractor shall not relieve the Contractor from responsibility for any errors therein or of furnishing the materials and equipment of

proper dimension, size, quantity, quality, and all performance characteristics to meet the requirements and intent of the contract documents. The Contractor shall have no claim for damages or extension of time on account of any delay in the work resulting from the rejection of materials or from revision and resubmittal of drawings and other data for approval. All submittals and shop drawings shall be furnished to the City in quadruplicate.

- G. INSPECTION. The inspection of the work shall not relieve the Contractor of its obligation to fulfill the contract as prescribed, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the Engineer and accepted or estimated for payment.
- H. REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK. Contractor's attention is directed to the provisions in Section 5-1.30 "Noncompliant and Unauthorized Work," of the Standard Specifications. All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the Contractor at the Contractor's own expense, and no compensation will be allowed Contractor for such removal or replacement.
- I. LANDSCAPE DAMAGES. Repair slopes or other existing facilities that were damaged after starting job site activities and before starting plant establishment.

As ordered, replace plants that have been damaged from either or both of the following conditions:

1. Ambient air temperature falling below 32 degrees F during the plant establishment period
2. Department or its supplier restricting or stopping water delivery during the plant establishment period

This plant replacement work is change order work.

- J. EQUIPMENT. The use of equipment which is obsolete as to type, in bad condition or worn out will not be permitted on the work. The Contractor shall provide adequate and suitable equipment and plans to meet the requirements of the work, and when ordered by the Engineer shall remove unsuitable equipment from the work.
- K. FINAL INSPECTION. When the work performed by the Contractor shall have been satisfactory and the final cleaning up performed, the Engineer will make the final inspection.

SECTION VI. CONTROL OF MATERIALS

The Bidder's attention is directed to the provisions in Section 6 of the State Specifications for the requirements and conditions concerning Control of Materials and these special provisions.

- A. DEFECTIVE MATERIALS. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials -- whether in place or not -- shall be rejected and shall be removed immediately from the site of the work.
- B. REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work; upon failure to do so or to make satisfactory progress in so doing within forty-eight (48) hours after the service of a written notice by the Engineer, the condemned materials or work may be removed by the City and the cost of such removal shall be taken out of the contract price. No such rejected or condemned material shall again be offered for use by the Contractor under this contract.
- C. TRADE NAMES, ALTERNATIVES, OR EQUALS. Attention is directed to Section 6-3.02, "Specific Brand or Trade Name and Substitution," of the State Specifications.
- D. STORAGE OF MATERIALS. Unless specifically authorized by the Engineer, no materials shall be stored overnight upon any public road or right of way within the City.

SECTION VII. LEGAL RELATIONS AND RESPONSIBILITY

The Bidder's attention is directed to the provisions in Section 7 of the State Specifications for the requirements and conditions concerning Legal Relations and Responsibility to the Public and these special provisions.

- A. LEGAL RESTRICTIONS. The Contractor shall stay fully informed of all existing and future state and national laws and municipal ordinances and regulations which in any manner affect those engaged or employed on the work, or which in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances and regulations.
- B. PATENTS. The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work.
- C. SANITARY PROVISIONS. The Contractor shall comply with all of the sanitary regulations prescribed by the California Department of Health Services.
- D. PUBLIC CONVENIENCE AND SAFETY. Contractor's attention is directed to the provisions in Section 7-1.03, "Public Convenience" and Section. 7-1.04, "Public Safety" of the Standard Specifications. The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public. It shall be the responsibility of the Contractor to protect and guard the public from injury or damage due to any cause.
- E. RESPONSIBILITY FOR WORK. Accepting as herein otherwise provided, until the formal acceptance of all work by the City, the Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof from any cause whatever. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its acceptance, and shall bear the expense thereof.
- F. HOURS OF LABOR. The Contractor shall forfeit as penalty to the City, Fifty Dollars (\$50.00) for each laborer, worker, or mechanic employed in the execution of the contract by the Contractor, or by any subcontractor, upon any of the work hereinafter mentioned, for each working day during which said laborer, worker or mechanic is required or permitted to labor more than eight hours per day or forty hours per week in violation of the provisions of Labor Code §1815.
- G. PREVAILING WAGE. The Contractor shall, as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each working day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any public work done under the contract by the Contractor or any of Contractor's subcontractors. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each working day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Labor Code §1773, §1773.2, §1773.4 and §1775 of the will be complied with.

Pursuant to the State of California, or local law thereto applicable, the City Council hereby determines that the general prevailing per diem rate in the locality in which the work is to be performed, for laborers and for each craft or type of worker and mechanic employed in the execution of this contract, is the Union Wage Scale established for Santa Cruz County, which wage scale as of the execution date of this contract is incorporated herein as if fully set forth.

Copies of the prevailing rate of per diem wages prepared and available by the California State Department of Industrial Relations.

- H. COMPLIANCE WITH DIVISION OF APPRENTICESHIP STANDARDS. The Contractor to whom the contract is awarded shall, in compliance with the California Labor Code § 1777.5 , be required to adhere to the provisions of the ratio of apprentices to journeymen as more particularly defined in the aforementioned Labor Code section. Notice is given that the City of Capitola will, within five (5) days of awarding of contract, notify the Division of Apprenticeship Standards of such awarding and will notify said Division of any findings of any discrepancies regarding the ratio of apprentices to journeymen.
- I. CERTIFIED PAYROLL RECORDS. The Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names and occupations of all laborers, workers and mechanics employed by the Contractor in connection with the execution of this contract or any subcontracts thereunder and also showing the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the City awarding this contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement and the State Department of Industrial Relations, its deputies and agents.

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

- J. POSTING MINIMUM WAGE RATES/ JOB SITE POSTINGS. The Contractor shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. The contractor shall post job site notices prescribed by regulation (See 8 Calif. Code Reg §16451 (d) for the notice that previously was required for project monitored by the CMU).
- K. PAYMENT OF EMPLOYEES. The Contractor and each subcontractor shall pay each employee engaged in work on the project under this contract in full (less deductions made mandatory by law) and not less often than once a week.
- L. REGISTRATION OF CONTRACTORS. At the time of award of the contract, the Contractor shall be licensed in accordance with the provisions of Chapter 9 of Division III of the Business and Professions Code.
- M. RESPONSIBILITY FOR DAMAGE. The City of Capitola, the City Council, or the Engineer shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workers or the public; for damage to property from any cause which might have been prevented by the Contractor, Contractor's workers, or anyone employed by the Contractor; against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance, and shall indemnify and save harmless the City of Capitola, the City Council, and the Engineer from all suits or actions of every name and description brought forth or on account of any injuries or damages received or sustained by any person or persons by or from the Contractor, Contractor's servants or agents, in the construction of the work or by or in consequence of any negligence in guarding against such injuries or damages or on the account of any act or omission of the Contractor or Contractor's agents, and in addition to any remedy authorized by law so much as shall be considered necessary by the City Council may be retained by the City of Capitola until disposition has been made of such suits or claims for damages as aforesaid.

The Contractor shall be responsible for any liability imposed by law or for any damage to any person or property and shall indemnify and hold harmless the City of Capitola, its officers and employees, all in the same manner and to the same extent as provided above for the protection of the City, the City Council and the Engineer, except that no retention of money due the Contractor under and by virtue of

the contract will be paid by the City of Capitola, pending disposition of suits or claims for damages brought against the City.

- N. TERMINATION OF CONTRACT. If the work provided for under this contract shall be abandoned, or if the contract shall be sublet or assigned without the consent of the City, or if at any time the Engineer shall be of the opinion that the conditions specified as to the rate of progress are not being fulfilled, or that the work or any part thereof is unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or provisions of this contract or is executing the same in bad faith, the City shall notify the Contractor to fulfill the conditions of this contract. Should the Contractor fail to begin compliance with said notice within five (5) calendar days, the City may, at its discretion, notify the Contractor to discontinue all work under this contract or any part thereof, and thereupon the Contractor shall discontinue work, and the City may, by contract or otherwise, at its discretion, complete the work or such part thereof, and may take possession of the work and use therein such materials, machinery, implements and tools of every description as shall be found upon the work, or provide whatever is needed for the completion of the work and charge the expense thereof to the Contractor. In order to meet the expenses so incurred, the City is hereby authorized by the Contractor to draw a warrant in the name of the Contractor and in favor of these persons, firms or corporations doing the work or providing the materials or labor therefore, against the fund or appropriation set aside for the purpose of this contract. When a warrant is so drawn it shall be conclusive upon the Contractor and shall be to all intent and purposes the same as drawn by the Contractor in person. When any of the said demands have been audited and paid, the amount of the same shall be deducted from the fund or appropriation set-aside for the purposes of this contract being so terminated. The Contractor shall immediately, upon due notice from the Engineer to do so, remove from the premises all materials and personal property belonging to the Contractor which have not already been used in the construction of the work or which are not in place in the work, and the Contractor shall forfeit all rights under this contract, and both the Contractor and Contractor's sureties shall be liable for the bond for all damages caused the City by reason of Contractor's failure to complete this contract.

Neither the extension of time for any reason beyond the date fixed for the completion of this work, nor the doing and acceptance of any part of the work called for by the terms of this contract, subsequent to the said date, shall be deemed to be a waiver by the City of the right to abrogate, annul, or terminate this contract for abandonment or other cause as provided above.

During the performance of this contract, the Contractor, its assignees and successors in interest (hereinafter referred to as "Contractor") agree as follows:

1. COMPLIANCE WITH REGULATIONS. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 15, Code of Federal Regulations, Part 8, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. NONDISCRIMINATION. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, sex, or national origin, ancestry, physical handicap, medical condition, marital status, or religion in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 1735 of the Labor Code.
3. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENT OF MATERIALS AND EQUIPMENT. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on

the grounds of race, color, national origin, sex, ancestry, physical handicap, medical condition, marital status, or religion.

4. INFORMATION AND REPORTS. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
5. SANCTIONS FOR NONCOMPLIANCE. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.
6. INCORPORATION OF PROVISIONS. The Contractor will include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, order or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City.
- O. WATER POLLUTION. Attention is directed to Section 13, "Water Pollution Control," of the Standard Specifications and Section 26, "Temporary Water Pollution and Erosion Control" elsewhere in the special provisions.
- P. CONSTRUCTION HOURS. Construction hours shall be limited between the hours of 8:00 a.m. and 5:00 p.m. on weekdays. Construction shall be prohibited on weekends except for emergency work approved by the Engineer.

SECTION VIII. PROSECUTION, PROGRESS AND PAYMENT

Attention is directed to Sections 8 and 9 of the State Specifications for the requirements and conditions concerning Prosecution and Progress, Payment and these special provisions.

- A. COMPLETION AND PAYMENT. All work completed under the contract shall be paid for in accordance with the provisions of these Special Provisions. The Contractor shall accept the compensation as provided in the contract in full payment for furnishing all materials, labor, tools and equipment, including all applicable taxes and fees, necessary to complete the work and for performing all work completed and embraced under the contract.
- B. PROGRESS ESTIMATE AND PAYMENT. The Engineer shall, on or around the twentieth (20th) day of each month, make an estimate of the value of the work performed and materials furnished in accordance with this contract. The first estimate shall be of the value of the work done and of the materials proposed and suitable for permanent incorporation in the work delivered and suitably and safely stored at the site of the work since the Contractor began the performance of this Contract.

Every subsequent estimate, except the final estimate, shall be of the value of the work done and materials delivered and suitably stored at the site of the work since the last preceding estimate was made; provided, however, that should the Contractor fail to adhere to the program of completion fixed in this contract, the Engineer shall deduct from the next and all subsequent estimates the full calculated accruing amount of the liquidated damages to the date of said estimate, until such time as the compliance with the program has been restored; and provided, further, that no estimate shall be required to be made when in the judgment of the Engineer the total value of the work done and materials incorporated into the work under this contract since the last preceding estimate amounts to less than One Thousand Dollars (\$1,000.00); and provided, also, that materials so delivered and estimated shall not be removed from the site of the work prior to its completion without the written consent of the Engineer.

The estimates shall be signed by the Engineer, and after approval by the City; the City shall pay or cause to be paid to the Contractor, in the manner provided by law, an amount equal to ninety per cent (90%) of the estimated value of the work performed and of the value of the materials furnished and delivered and unused, such materials to be those which are proposed and suitable for permanent incorporation in the work.

Items for which quantities are indicated lump sum shall be paid for at the unit price indicated in the bid proposal. Such payment shall be full compensation for the items of work and all work appurtenant thereto.

When required by the specifications or requested by the Engineer, the Contractor shall submit to the Engineer within ten (10) calendar days after award of contract, a detailed schedule in triplicate, to be used only as a basis for determining progress payments on a lump sum contract or designated lump sum bid item. This schedule shall equal the lump sum bid and shall be in such form and sufficiently detailed as to satisfy the Engineer that it correctly represents a reasonable apportionment of the lump sum.

- C. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS. Pursuant to Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for any moneys withheld by public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code of the State of California or bank or savings and loan certificate of deposit. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Any escrow agreement entered into pursuant to this section shall contain as a minimum the following provisions: (a) The amount of securities to be deposited; (b) The terms and conditions of conversion to cash in case of the default of the Contractor; and (c) The termination of the escrow upon completion of the contract.

- D. FINAL ACCEPTANCE. The Engineer shall, as soon as practical after the final acceptance of the work done under this contract, make a final estimate of the amount of work done there under and the value thereof. Such final estimate shall be signed by the Engineer, and after approval the City shall pay or cause to be paid to the Contractor in the manner provided by law, the entire sum so found to be due hereunder, after deducting therefrom all previous payments and such other lawful amounts as the terms of this contract prescribe.

In no case will final payment be made in less than thirty-five (35) calendar days after the filing of a "Notice of Completion" in the County Recorder's Office, Santa Cruz County, California.

SECTION IX. INSURANCE

A. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE. The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, by an insurer acceptable to the City, that shall protect Contractor and any subcontractor performing work covered by this contract from any claims for property damage which may arise because of the nature of the work or from operations under this contract, whether such operations are performed by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them, even though such damages may not be caused by the negligence of the Contractor or any subcontractor, or anyone employed by either of them. The public liability and property damage insurance shall name the City, its officers, agents and employees as insured's, and all insurance policies issued hereunder shall so state. The amounts of such insurance shall be as follows:

1. CONTRACTORS LIABILITY INSURANCE. Shall provide bodily injury liability limits of not less than \$1,000,000 for each person, and \$2,000,000 for each accident or occurrence, and property damage liability limits of not less than \$1,000,000 for each accident or occurrence with an aggregate limit of \$2,000,000 for claims which may arise from the operations of the Contractor in the performance of the work hereunder provided. This insurance must include coverage for contractual liability assumed by the Contractor under Paragraph F, Section VII, Responsibility for Work.
2. AUTOMOBILE LIABILITY INSURANCE. Covering all vehicles used in the performance of the contract providing bodily injury liability limits of not less than \$500,000 for each person and \$1,000,000 for each accident or occurrence, and property damage liability limits of not less than \$500,000 for each accident or occurrence which may arise from the operations of the Contractor in performing the work provided for herein.

Before the execution of the contract, the successful bidder shall file with the City a certificate or certificates of insurance, covering the specified insurance. Each such certificate shall bear an endorsement precluding the cancellation or reduction in coverage of any policy evidenced by such certificate, before the expiration of thirty (30) calendar days after the City shall have received notifications by registered mail from the insurance carrier.

All policies shall name the City of Capitola as an insured under all terms of the policy.

B. WORKER'S COMPENSATION INSURANCE. Before beginning the work, the Contractor shall furnish to the City satisfactory proof that Contractor has taken out for the period covered by the work under this contract, full compensation insurance for all persons employed directly by Contractor or through subcontractors in carrying out the work contemplated under this contract, in accordance with the "Worker's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. Such insurance shall be maintained in full force and effect during the period covered by this contract.

TECHNICAL PROVISIONS

GENERAL

The work to be done under this contract, except as modified or supplemented herein, shall conform to the following:

- The City of Capitola Standard Plans and Construction Standards.
- The State of California Department of Transportation (Caltrans) Standard Specifications, 2010 edition, and as periodically updated in the form of "Revised Standard Specifications," herein referred to as the "Caltrans Specifications" or "Caltrans Standard Specifications".
- The State of California Department of Transportation (Caltrans) Standard Plans, 2010 edition herein referred to as the "Caltrans Standard Plans".
- The Santa Cruz County Public Works Department Standard Plans, latest edition, herein referred to as the "County Standard Plans".
- The California Manual on Uniform Traffic Control Devices (California MUTCD), latest edition, herein referred to as the "California MUTCD Standards and Specifications"

These Special Provisions are additions, modifications, or clarifications to the Caltrans Standard Specifications.

Refer to Standard Specifications of the City of Capitola, Public Works Department, Plans and Specifications for the order of precedence of contract documents.

SECTION SP-01: SCOPE OF WORK
(NO BID ITEM)

The Project is entitled, *2015 Street Rehabilitation*, including all of the Contract Documents.

In case of conflict between the Special Provisions and other provisions specified for this project, the Special Provisions shall take precedence over and in lieu of such conflicting portions.

SP01-01 SCOPE OF WORK

The work to be performed under this contract including, but not limited to: mobilization; traffic control and construction signage; traffic striping, traffic markings, and markers removal; over-excavation if required, conform grinding, removal of asphalt concrete (AC) and aggregate base (AB), placement of AB, hot mix asphalt (HMA) overlay; construction of new concrete cross-gutter; adjusting of utility features (e.g. water valve boxes, sanitary and storm drain manhole frame and covers); placement of thermoplastic traffic stripes, pavement markers, and thermoplastic pavement markings; and all other work as shown on the Plans and as described in the Caltrans Standard Specifications and these Special Provisions to provide a complete project.

Contractor will not be allowed to work outside of the limits of the right of way, except for cleanup work, unless authorized or directed by the Engineer. The right of way limit is generally located 3 to 5 feet behind the back of walk, curb, or travel way, whichever is furthest from the edge of pavement.

Loss or damage to the work or materials is the Contractor's risk. The City of Capitola, their officers and employees shall not be held responsible for any loss or damage; for injury or death of any person, either worker of the public, or for damage to property from any cause that might have been prevented by the Contractor or his/her workers or anyone employed by him/her.

Contractor shall conduct his/her operations in a manner which will result in the least possible obstruction and inconvenience to the affected property owners. This requirement includes, but is not limited to, dust, noise, cleanup, and protection of owner's property.

Public Safety: The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety", of the Caltrans Standard Specifications and these Special Provisions.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over the public traffic or pedestrians. When construction work is adjacent to a lane carrying public traffic, and when the construction grade is more than 0.25 feet below the existing pavement surface, the construction grade shall conform to the existing pavement surface at a 4:1 slope or flatter to provide for public safety. The material used for this slope shall be completely removed before the structural section is constructed to allow proper placement and compaction of the structural section material.

The Contractor shall install temporary railing (Type K) between any lane carrying public traffic and obstacle or storage area when the following conditions exist:

- a) Temporarily Unprotected Permanent Obstacles. Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his/her convenience and with the permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- b) Storage Areas. Whenever material or equipment is stored within twelve (12) feet of the lane and such storage is not otherwise prohibited by the Caltrans Standard Specifications.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the Caltrans Standard Specifications:

Approach of speed of public traffic

Posted Limit
(Miles per Hour)
Over 45

Work Areas
Within 12 feet of traffic lane, but not on a traffic lane

25 to 45

Within 5 feet of a traffic lane, but not on a traffic lane

No stockpiling of materials overnight in the street is allowed.

All vehicles involved in the Contractor's operations shall turn around only at public street intersections. Driveways and other private properties shall not be used unless authorized in writing by the property owner(s). A dated copy of the written consent shall be delivered to the Engineer prior to the use of private driveways or properties.

Portable delineators may be used as barriers during daylight hours only. When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than ten (10) feet without written approval from the Engineer.

In Section 7-1.04, "Public Safety" of the Caltrans Standard Specifications, add the following:

"If the Contractor refuses or fails to furnish and install the necessary warning devices and take protective measures in a timely manner, the Engineer, with or without notice to the Contractor, may provide suitable warning or protection by causing such work to be done and such materials to be furnished. The cost and expense of such work and materials so furnished shall be borne by the Contractor; and if the same is not paid for on presentation of the bills therefore, then such costs will be deducted from any monies due or to become due to the Contractor. The performance of such work under the direction of the Engineer shall in no way relieve the Contractor from any damages which may occur during or after such precaution has been taken by the Engineer."

SP01-02 AS-BUILT PLANS

The City may retain a portion of the final retention until such time that the Contractor provides a complete set of As-Built Plans.

SP01-03 PAYMENT

No separate payment will be made for preparing and submitting "As-Built Plans". Full compensation for preparing and submitting "As-Built Plans" shall be considered as included in the prices paid for various contract items of work, and no additional compensation shall be allowed therefor.

SECTION SP-02: CONTROL OF WORK AND MATERIALS
(NO BID ITEM)

SP02-01 MATERIAL SAMPLING AND TESTING

Materials sampling and testing may be performed by the City's representatives on any materials identified in the scope of work. Test locations shall be selected at random by the Engineer. The Contractor shall coordinate and cooperate with the Engineer and testing personnel and no claims of delays or inconvenience due to testing and/or sampling shall be allowed.

Testing is solely at the discretion of the Engineer. Testing or non-testing by the City does not release the Contractor from his/her responsibility to perform all work in conformance with the Plans, Caltrans Standard Specifications, County Standard Specifications, and these Special Provisions.

If a test shows that the work in question fails to meet the project specifications, retests shall be taken after the Contractor takes corrective measures. Retests shall be performed until a passing test is obtained. All costs that the City incurs for retesting shall be deducted from the payment due the Contractor.

The Engineer shall be given at least twenty-four (24) hours advance notice for any testing requested by the Contractor.

SP02-02 SUBMITTALS

The Contractor shall provide all submittals required by the Caltrans Standard Specifications and these Special Provisions at the preconstruction meeting or within 10 days thereafter.

Any work shown on the Plans to be installed per manufacturer's specifications or directions shall require a submittal. All materials specified by manufacturer name, code, model number, etc. and their approved equals shall require a Submittal.

The Contractor shall submit two (2) copies of each submittal, one (1) of which will be retained by the Engineer. Mark each copy to identify the applicable products, models, options, and any other data. Submit the product source, specifications, gradations, certifications, bulletins and literature in sufficient detail to demonstrate that the product is in compliance with the Contract.

At minimum, the Contractor shall provide the following submittals to the Engineer. Submittals shall be made in advance of the materials planned incorporation into the work, and shall allow the Engineer a minimum of five (5) working days to review the submittal and respond to the Contractor. In addition, the Contractor shall allow the Engineer equivalent time periods to review re-submittals for any previously rejected submittals. No material shall be used in the work until written acceptance of the submittal has been made by the Engineer. The Contractor shall submit sufficient information, specifications, and product data to demonstrate compliance with the requirements of the Contract, including these Special Provisions, for:

- HMA mix design and binder for overlay
- Concrete mix design for cross-gutter
- Longitudinal paving joint type, layout plan, and construction and testing practices
- Aggregate base for over-excavation

- Utility boxes and covers
- Traffic paint and glass beads
- Thermoplastic material
- Pavement markers
- Stormwater Pollution Control Plan (or Water Pollution Control Program)
- Traffic control plan(s) and certification of qualified personnel
- Project schedule
- Notification to residences and businesses

SP02-03 ORDER OF WORK

Unless otherwise directed by the Engineer, the following items of work shall be performed in the following order.

- 1) Notify Underground Service Alert (USA) to have utilities marked
- 2) Install construction area signs and project identification signs
- 3) Install water pollution control measures
- 4) Schedule paving and construction operations to accommodate nearby school traffic and school schedule
- 5) Remove existing pavement markers, markings, and striping
- 6) Construct concrete cross-gutter
- 7) Prepare pavement surface for grinding work (e.g. remove utility boxes of the various kinds and manhole frame and covers)
- 8) Remove existing AC and AB for pavement reconstruction
- 9) Install HMA overlay
- 10) Adjust utility boxes of the various kinds and manhole frame and covers
- 11) Place permanent striping, markers and markings
- 12) Complete all other construction work and punch list items

Any deviation from these requirements and provisions shall be sufficient cause for the Engineer to suspend the work. The Contractor will not be permitted to resume the work until Contractor has satisfactorily remedied said deviation in accordance with the provisions of the contract.

SP02-04 SUPERVISION

Unless otherwise explicitly directed and authorized by the Engineer, at all times during the progress of the work the Contractor shall have a project representative present at the construction site who shall have complete authority to represent and to act for the Contractor. The project representative may not be a subcontractor or an employee of the subcontractor.

Before initial work is begun on the Contract, the Contractor shall file with the Engineer, address and telephone numbers where the project representative can be reached during all hours, including nights, holidays, and weekends, when the work is not in progress. The Contractor's project representative shall: Supervise the work crews and subcontractors; coordinate all construction activities and operations including but not limited to traffic control; progress payment, change orders, work by others (including utility companies) and public notifications.

When supervision is not provided as required, the Engineer has the discretion to allow work to proceed in the interest of progress of work. In that case the City may assess the Contractor for the lack of such supervision. The assessment shall be based on the current City of Capitola hourly billing rate for engineering staff of \$120 per hour, plus a twenty percent (25%) administrative markup multiplied by the number of hours such superintendence has not been provided. The assessment shall be deducted from any amounts due to the Contractor.

SP02-05 PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

SECTION SP-03: EXISTING UTILITIES

(NO BID ITEM)

SP03-01 GENERAL

The Contractor shall coordinate and cooperate with the utility companies and schedule work in accordance with the order of work specified in Section SP2-03, "Order of Work", of these Special Provisions and the utility company work. In the event that coordination causes delay beyond the Contractor's control to the Contractor's controlling operations on the critical path, the Contractor shall notify the Engineer in writing and provide supporting documentation for the nature and magnitude of delay. The Engineer, upon concurrence with said delay notice, may grant additional contract working days up to a number equal to the delay claimed by Contractor. The Engineer's decision shall be final. Granting of additional contract working days shall be the Contractor's sole remedy for delay caused by utility coordination of work, and no additional claims for delay, inconvenience, or loss of production shall be allowed.

The Contractor's attention is directed to the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the Contractor with the locations of their substructures in the construction area when the Contractor gives at least two (2) working days' notice to the Underground Service Alert by calling 811.

SP03-02 UTILITY PROTECTION, RELOCATION AND REARRANGEMENT

This project includes work on streets with overhead and buried utility and service lines. In some locations, these utility and service lines may have minimal clearance with existing and new facilities within the limits of work. It is the Contractor's responsibility to conduct his/her operations around the facilities such that the work is accomplished without damage to the utility lines. The Contractor shall notify each utility at least forty-eight (48) hours in advance of any work around these overhead and buried facilities, and shall satisfy all applicable requirements and safety standards for working in close proximity to these utility and service lines. The Contractor shall protect these utility facilities and arrange for supporting utility facilities, with the utility companies, when necessary.

SP03-03 PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

SECTION SP-04: MOBILIZATION

(BID ITEM NO. 1)

The provisions of Section 9-1.16D, "Mobilization", of the Caltrans Standard Specifications shall apply in their entirety except as modified or supplemented herein.

SP04-01 INCREASE OR DECREASE IN BONDING

When the final contract price for which the Contractor has bonded for a project increases by over twenty-five percent (25%) of the original base bid price due to change orders and/or increases in the quantities of items incorporated into the project, the Contractor shall be entitled to payment for additional bonding costs that have been paid to the surety company due to this increase. Payment for this cost shall be made via change order and included on the final project billing statement with supporting documentation from Contractor.

When the final contract price decreases by over twenty-five percent (25%) of the original base bid price due to change orders and/or a decrease in the quantities of items incorporated into the project, the City shall be entitled to a reimbursement of the decrease in bonding costs paid by the Contractor. The refund of these costs shall be made via change order and deducted from the final payment for release of retention.

SP04-02 STAGING AREA

It is the responsibility of the Contractor to locate a staging area for office setup, construction laydown areas, or the like, and is an appropriate area for mixing and storing materials and equipment. The staging area may be located inside or outside the Capitola City Limits. Temporary utility controls shall be arranged solely by the Contractor. It is the Contractor's responsibility to inspect the site to determine its suitability for his operations to execute this contract. Contractor is required to obtain and show proof of all permits required by the State and/or local agencies for use of the staging area.

The City is not responsible for providing all said staging area that is needed. If City property is used for staging area temporary chain link fencing with privacy screening will be required on-site and shall be provided by the Contractor. Stockpiling shall be limited to three days' worth of pavement grindings or off-haul materials.

It is the Contractor's responsibility to secure a staging area for contract work, and any associated costs are considered to be included in the various contract prices paid, with no additional compensation allowed therefor. However, if the Contractor only uses City property for staging area, no additional costs associated with securing a staging area shall be covered by the City. Contractor is not required to obtain permits for use of City property for staging area.

The Contractor's proposed staging site(s) shall be approved by the Engineer. If Contractor utilizes private property for staging area, Contractor shall submit proof of an agreement for use of said staging area with private property owner(s) prior to mobilization.

The staging area(s) shall be maintained throughout the duration of the project such that it is not construed as visual blight in the opinion of the Engineer. All adjoining streets, sidewalks and gutters shall be swept free of construction materials tracked onto them at the end of each day. Failure to do so will result in City forces cleaning the area at the Contractor's expense. The City of Capitola labor rate to be used shall be \$80 per hour per person.

SP04-03 PROJECT IDENTIFICATION / NOTIFICATION SIGNS

The Contractor shall provide and install Project Identification signs at the beginning and end of the work areas with a minimum of two (2) signs required per contiguous work area. The signs shall be printed with black lettering on a yellow background. The signs shall be a minimum of three (3) feet wide by three (3) feet tall and shall state the project description: "**City of Capitola 2015 Pavement Rehabilitation Project**" as well as the dates and times for this work. The signs may be printed on full reflective signs. The Contractor shall mount the signs to a 4" x 4" wooden post. The City shall provide a proof to the Contractor for all notification signs prior to manufacturing the signs. The identification sign shall be in place on the project site a minimum of fourteen (14) calendar days in advance of performing work on the street. Locations of these signs shall be coordinated with the Engineer before installation of the sign post.

If any phase of work identified in the written Notice to Residents or subsequent Project Identification sign is not undertaken on the date or dates and time identified, the street shall be re-notified with updated sign boards in accordance with these Special Provisions. Re-notification signs shall be provided and installed by the Contractor a minimum of forty-eight (48) hours in advance of performing work on the street. The Contractor shall submit a proof set for all re-notification signs to the Engineer for review and approval prior to manufacturing the signs.

The Contractor shall install and maintain the project identification and re-notification signs in legible condition at all times during the contract duration.

SP04-04 SANITARY RESTROOM FACILITIES

Sanitary restroom facilities shall be provided and maintained by the Contractor. The Contractor's proposed locations for restroom facilities shall be reviewed with the Engineer prior to delivery of the restroom facility. If the Contractor and/or subcontractors are working at multiple sites simultaneously, then a restroom facility will be required at each site. Failure to provide sanitary restroom facilities is grounds for suspension of work. Contractor shall note that the count of working days will continue.

SP04-05 HAULING EQUIPMENT SIZE AND WEIGHT LIMITATIONS

Use of ten-wheel trucks with extra axles, or "super-dumps", to be approved by Engineer by route and project location.

SP04-06 MEASUREMENT AND PAYMENT

The **Lump Sum** contract price paid for "**Mobilization**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for all the work involved in mobilization, including, but not limited to, furnishing all specified contract bonds and insurance certificates, public notification, furnishing and installing project identification signs and sign posts, transporting equipment, establishing a storage area (revocable item), sanitary restroom facilities and all other work as specified in the Caltrans Standard Specifications and these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefor. Updating of project identification and notifications signs and removal of these signs shall also be included in the lump sum price for mobilization. The price for mobilization shall not exceed 5% of the total bid items exclusive of the cost for Mobilization.

Payment will be made as follows:

- a) Fifty percent (50%) of the total amount bid for Mobilization will be paid with the first progress payment after at least five percent (5%) of the original Contract Amount for other items of work has been performed.
- b) When at least ten percent (10%) of the original Contract Amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Mobilization paid to seventy-five percent (75%) of the total amount bid for Mobilization.
- c) When at least twenty percent (20%) of the original Contract Amount for other items of work has been performed, an amount will be included in the next monthly progress payment to increase the total amount of Mobilization paid to ninety percent (90%) of the total amount bid for Mobilization.
- d) Upon substantial completion, one-hundred percent (100%) of the remaining contract price paid for Mobilization will be included in the estimate for payment.

SECTION SP-05: TRAFFIC CONTROL
(BID ITEMS NO. 2 AND 3)

SP05-01 GENERAL

Traffic control shall conform to the requirements of Sections 7-1.03, "Public Convenience", 7-1.04, "Public Safety", and Section 12, "Construction Area Traffic Control Devices", of the Caltrans Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibilities as specified in said sections.

All signs, barriers, barricades, steel plates, and other traffic control devices shall be furnished and maintained, including all needed repairs, by the Contractor. Work shall conform to the latest edition of the "California Manual on Uniform Traffic Control Devices" and Section 12, "Construction Area Traffic Control Devices", of the Caltrans Standard Specifications. All necessary signs and traffic control devices shall be furnished, installed and maintained, and removed when no longer needed, by the Contractor.

SP05-02 TRAFFIC CONTROL PLAN

The Contractor shall prepare and submit a detailed proposed traffic control plan to the Engineer at or prior to the pre-construction meeting. The traffic control plan shall be approved prior to the start of work. The traffic control plan shall provide sufficient information and details to show detours, typical lane closures, channelizing, locations and usage of flagmen, construction zone signing, and provisions for pedestrians and bicycles, for each street and location of work. The traffic control plan shall show in detail, the proposed sequencing of the work together with the proposed traffic control system for each work task. The proposed traffic control system shall, in all respects, satisfy the requirements of these Special Provisions. The Engineer will review the proposed traffic control plan and return it to the Contractor for any necessary revisions or corrections within five (5) working days. The Contractor shall revise and resubmit the plan to the Engineer, and this process shall be repeated, until the proposed traffic control plan is accepted by the Engineer. The Contractor will not be permitted to perform any lane closures or implement any part of the traffic control plan until it has been accepted by the Engineer.

SP05-03 DRIVEWAY CLOSURES

Driveways that are closed to access shall be coned off or barricaded.

SP05-04 LANE CLOSURES

"Traffic Lane" shall be defined as that portion of the roadway for the movement of a single line of vehicles.

"Lane Closure" shall be defined as the temporary closure of a portion or the full width of an existing traffic lane. The temporary shifting of an existing traffic lane to shoulders, parking areas, medians or other areas of the roadway shall be considered a lane closure.

At least one ten (10) foot wide vehicular traffic lane must be open to public traffic at all times, when work is in progress, for all contract work, except for the pavement phase of work. A minimum of two (2) flagmen are required when lane closures result in only one (1) open lane for two-directional traffic. The Contractor shall provide communication equipment, approved by the Engineer for flagmen. Flagmen shall be capable of relaying information regarding the anticipated duration of the closure,

how to proceed through the traffic control limits and answer any questions related to access to properties and businesses. **Flagmen shall remain in place until the entire width of the roadway has been opened to the public.**

Lane closures shall conform to the details shown on Caltrans Standard Plan T13, "Traffic Control System for Lane Closure on Two Lane Conventional Highways".

SP05-05 LANE CLOSURE HOURS

Lane closures will be allowed between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Emergency vehicles shall be provided with immediate access through the construction area at all times. The Engineer may order a lane opened to public traffic if work is not in progress during allowed lane closure hours. Attention is directed to elsewhere in these Special Provisions for lane closure hours within school areas.

SP05-06 ROAD CLOSURE AND HOURS

Road closures shall only be permitted during the pavement removal and pavement placement phases of work.

Road closure hours shall be 8:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays.

The Contractor may work under lane closure conditions specified in Section SP5-05 "Lane Closure Hours" before and after the specified road closure hours.

The Contractor shall coordinate road closures with garbage and recycling collection as well as accommodate residents with medical, health and safety-related needs (e.g. doctor appointments, emergency access, and access requirements due to residents with physical disabilities).

The full width of the traveled way shall be open for use by public traffic at all other times. Emergency vehicles shall be provided immediate access through the construction area at all times. If work is not in progress during allowed closure hours, the Engineer may order the road opened to public traffic.

A flag person must remain at street access points to the road closure at all times to prevent unauthorized access into the road closure zone.

SP05-07 MAINTAINING TRAFFIC

Pedestrian and bicycle access shall be provided at all times through the construction areas.

Vehicular access to private properties shall be maintained outside of the road closure limits. Vehicular access to private properties, at all other times, shall be maintained during construction, except under certain conditions. Contractor may interrupt access when the driveway access interruptions are coordinated with the property owner and the Engineer. In such cases, the Contractor shall obtain permission from the Engineer in advance, and provide written notification to the affected parties forty-eight (48) hours in advance. The Contractor shall further give one (1) hour notice to affected parties prior to restricting vehicular access.

SP05-08 CHANGEABLE MESSAGE SIGNS

This item is to provide compensation for additional notification near the work area. The Contractor shall provide portable changeable message boards for use on the project at the City's request. Each portable message sign unit shall consist of a controller unit, a power supply, and a structural support system, all mounted on a trailer, per Caltrans Standard Specification Section 12-3.12. Message board shall be installed as directed by the Engineer one (1) week prior to start of construction and shall be relocated to the next street location as job progresses or as directed by the Engineer. Construction signs are included under Bid Item "Construction Area Signs". Board shall be maintained to the satisfaction of the Engineer.

SP05-09 ADDITIONAL CONSTRUCTION SIGNS AND CONTROLS

In addition to the requirements of "Construction Area Traffic Control Devices," of the Caltrans Standard Specifications and these Special Provisions, the following traffic controls will be required. "Road Work Ahead" (type W20-1) signs shall be placed on all public road approaches to the project site before any work commences on the project. W8-7 "Loose Gravel" and W13-1P (15 MPH), signs shall be used on all streets during surface removal activities. All construction signs shall be reflective. These signs shall be maintained for the duration of the construction and shall be removed once construction is complete.

The Contractor shall provide temporary stands or posts on which to place the required signs, as approved by the Engineer.

"LOOSE GRAVEL", (W8-7), signs shall be furnished and placed adjacent to both sides of the traveled way on each block where surface removal activities occur. Additional signs shall be placed at a maximum of 500-foot intervals and at public roads entering the construction area as directed by the Engineer. The W13-1P signs shall be maintained in place at each location until final sweeping of the surface at that location is performed. W13-1P signs shall conform to the requirements for construction area signs in Section 12, "Construction Area Traffic Control Devices," of the Caltrans Standard Specifications.

SP05-10 PUBLIC PARKING

At locations where parking will be prohibited, the Contractor shall place "No parking" signs on Type II barricades at least three (3) working days prior to parking restrictions and shall be setup as approved by the Engineer. A minimum of one barricade shall be placed between driveways and the spacing of barricades shall not exceed 50 feet. The "No parking" signs shall clearly show the dates and times of proposed parking restrictions. Parking restriction times shall conform to the lane closure hours listed in Section SP-5, "Traffic Control" of these Special Provisions.

SP05-11 FAILURE TO COMPLY

Failure to comply with the requirements and provisions in this section shall be sufficient cause for the Engineer to suspend the work. In the event the Engineer orders a suspension of the work due to the failure of the Contractor to comply with the requirements of this section, the days on which the suspension order is in effect shall be considered as working days. The Contractor will not be permitted to resume the work until such time as he/she has satisfactorily demonstrated to the Engineer his/her ability to perform the work in accordance with the provisions of the contract.

If a closure is not reopened to public traffic by the specified time, work shall be suspended until further notification. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, which will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have two (2) working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

For each ten (10)-minute interval, or fraction thereof past the time specified to reopen the road or lane closure, the City shall deduct \$100 per interval per street from money due or that may become due to the Contractor under the contract.

Minor deviations from the requirements of this section concerning hours of work which do not alter the Contract price may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing.

SP05-12 MEASUREMENT AND PAYMENT

The contract **Lump Sum** price paid for "**Traffic Control**" shall be considered as full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals needed to perform all traffic control work, for all phases of the work performed by the Contractor or the Contractor's "subcontractors" including, but not limited to, all signs, barricades, arrow boards, steel plates, traffic control plan, detour plan, maintaining traffic, lane closures, detours, flagmen and all other traffic control devices; and all other work as shown on the Caltrans Standard Plans, as specified in the Caltrans Standard Specifications, these Special Provisions and as directed by the Engineer and no additional compensation shall be allowed therefor. There shall be no additional compensation for traffic control due to an increase in the quantities shown on the bid proposal for pay items within the project limits.

The full costs of furnishing all flaggers under the provisions of this section and Sections 7-1.04, and Section 12 of the Caltrans Standard Specifications will be borne by the Contractor and shall be considered as included in the price paid for "Traffic Control System" and no additional compensation shall be allowed therefor.

The contract unit price paid per **Each** for "**Changeable Message Signs**" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in providing and properly maintaining changeable message signs as specified in the Caltrans Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION SP-06: DUST CONTROL

(NO BID ITEM)

SP06-01 GENERAL

The Contractor's attention is directed to Section 14-9.03, "Dust Control," of the Caltrans Standard Specifications. The Contractor shall be responsible for dust control within the project limits. The Contractor shall diligently control dust resulting from his/her operations and from public traffic passing through the work area by the application of water and/or dust palliative. Dust palliative shall conform to Section 18, "Dust Palliative," of the Caltrans Standard Specifications.

The Contractor shall use equipment that will generate the least amount of dust.

The Contractor shall provide dust control at all times including Saturdays, Sundays, and holidays as ordered by the Engineer. Whenever the Contractor, in the opinion of the Engineer, shall appear negligent in controlling dust, the Engineer may direct attention to the existence of a dust hazard and instruct the Contractor to immediately alleviate the dust hazard. The Contractor shall be responsible for any damage caused by dust generated as a result of his/her operations.

Full compensation for complying with the above provisions shall be considered as included in the contract prices paid for the various items of work and no separate payment will be made therefor.

SP06-02 PAYMENT

No separate payment shall be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation shall be allowed therefor.

SECTION SP-07: EXISTING HIGHWAY FACILITIES

(BID ITEM NO. 4)

SP07-01 GENERAL

The work performed in connection with various existing highway facilities shall conform to Section 16, "Clearing and Grubbing", Section 15, "Existing Facilities", of the Caltrans Standard Specifications, these Special Provisions, and as directed by the Engineer.

The Contractor shall fully document pre-construction conditions at all points around the work area. This documentation shall consist of notes, still photographs, and video, a digital copy of such data shall be submitted to the Engineer. Special effort shall be made to document the existing conditions at all buildings and private improvements not to be disturbed.

The Contractor shall reference, preserve and protect all manholes, valve covers, survey monuments and recorded survey points including but not limited to railroad spikes, iron pipes, and metal pins prior to construction. Upon completion of the work, all manholes, survey monuments and water valve covers shall be thoroughly cleaned of any construction debris resulting from the Contractor's operations.

The Contractor shall cooperate with and allow representatives and/or contractors of the various agencies and companies that are involved with the work or impacted by the work, to have access to their facilities. This may include access to allow for maintenance and relocation of services and facilities within the project site. Specifically, the Contractor shall be responsible for coordinating all utility relocation work for the project, including but not limited to, the adjustment of utility covers. Any delays caused by these relocations and/or adjustments shall not count towards the Contractors' "working days", unless a written Change Order has been approved by the Engineer.

All existing pavement markers, thermoplastic stripes, and markings within the project limits shall be completely removed immediately prior to milling or overlaying the roadway.

Full compensation for preservation of property and Existing Highway Facilities and as specified in this Section, shall be considered as included in the prices paid for the various contract items of work, for the various schedules of work, complete and in place, and no additional compensation will be allowed therefor.

SP07-02 STREET SWEEPING

At the end of every work day, construction debris of any kind shall be swept from all surfaces within the areas affected by the Contractor's operations.

SP07-03 REFERENCING EXISTING FACILITIES

Work by the Contractor shall include locating existing facilities and referencing, and setting sufficient marks prior to any excavation to enable their subsequent retrieval by the Contractor or utility company. The Contractor shall reference and set marks for all survey points, storm drain manholes, sewer manholes, sewer cleanouts, water valves, and gas boxes, and telecommunication facilities. The Contractor shall submit a plan to the Engineer at least forty-eight (48) hours in advance of pavement excavation, removal, or paving, showing all reference points and offset distances set for each storm drain manhole, and utility facilities.

All reference points made by the Contractor for storm drain, sewer, gas, electric, water, and telecommunication facilities shall be protected and remain undisturbed until project completion unless utility adjustment is indicated in the Plans, Special Provisions, and Standard Specifications.

SP07-04 REMOVALS

Existing highway facilities to be removed under this section shall include, but not be limited to, removing existing traffic striping, traffic markings, and markers. These items shall be removed and disposed of in accordance with Section 14 of the Caltrans Standard Specifications. A Lead Compliance Plan shall be provided and submitted according to Section 7-1.02K(6)(j)(ii) of the Caltrans Standard Specifications.

Markers, stripes, or markings which are removed shall be replaced with temporary markers, stripes, and markings prior to opening the roadway to vehicular or pedestrian traffic. Pavement delineation removal shall conform to the provisions of Section 12 of the Caltrans Standard Specifications. Removal by sandblasting shall not be allowed.

Attention is directed to Section SP-19, "Temporary Pavement Delineation", of these Special Provisions.

SP07-05 MONUMENTS AND PROPERTY CORNERS

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monument or benchmark. The Contractor shall bear the expense of replacing any monument or benchmark that is disturbed without permission. Replacement shall be done only with the direction of and in the presence of the Engineer and a licensed land surveyor.

Survey monuments shall be adjusted and replaced per Special Provisions Section SP-8.

SP07-06 MEASUREMENT AND PAYMENT

Full compensation for locating and marking utilities, reference survey monuments and survey points, and the preparation of utility reference point plans shall be considered as included in the contract price paid for various contract items of work and no additional compensation shall be allowed therefor.

The contract **Lump Sum** price paid for "**Remove Pavement Markers**" shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals necessary, provide and submit the Lead Compliance Plan and to remove and dispose of pavement markers, stripes and markings, as specified in the Caltrans Standard Specifications and these Special Provisions, and as directed by the Engineer, and no additional compensation shall be allowed therefor.

SECTION SP-08: ADJUST SURVEY MONUMENT BOX

(BID ITEM NO. 5 AND 6)

SP08-01 DESCRIPTION

Existing survey monument boxes have been identified within areas of work by the City. These existing features are to be replaced and adjusted to finish grade in conformance with these Special Provisions, and as depicted on the contract Plans.

SP08-02 REPLACE AND ADJUST MONUMENT BOX TO GRADE

The Contractor shall adjust the survey monument box to grade as needed to complete the work in accordance with these Special Provisions. If the survey monument is damaged during the work, the Contractor shall repair, survey, and record the new survey monument at his/her sole expense to the satisfaction of the Engineer.

SP08-03 MEASUREMENT AND PAYMENT

Quantities of adjusting survey monument boxes to grade will be measured per the actual count of **Each** adjusted.

The contract unit price for each “**Reset Survey Nail and Painted Cross**” and “**Adjust Survey Monument Box to Grade**” shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in adjusting existing survey monument facilities to meet City standards including but not limited to adjustment of existing survey monument facility to finished grade, placement of temporary and/or permanent HMA, and any survey work required to locate the monument as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

SECTION SP-09: ADJUST WATER VALVE BOX AND BLOW-OFF ASSEMBLY BOX
(BID ITEM NO. 7 AND 8)

SP09-01 DESCRIPTION

Existing water valve boxes and blow-off boxes have been identified within areas of work by the City. These existing features are to be replaced and adjusted to finished grade in conformance with the Plans, and these Special Provisions.

SP09-02 ADJUST WATER VALVE BOX TO GRADE

The Contractor shall replace and adjust the water valve and blow-off assembly boxes to finished grade as needed to complete the work in accordance with these Special Provisions and the Plans. Contractor shall refer to any additional Soquel Creek Water District Standard Drawings and Specifications that may be required to comply with Soquel Creek Water District water valve and blow-off valve adjustment standards.

If the valve box is damaged during the work, the Contractor shall repair at his/her sole expense to the satisfaction of the Engineer.

SP09-03 COORDINATION

Soquel Creek Water District (SqCWD) reserves the right to perform the work using their own forces after the contract is awarded. The Contractor shall notify SqCWD prior to start of construction for any coordination effort. Contractor shall adjust all SqCWD water valves and blow-off assemblies to SqCWD standards.

SP09-04 MEASUREMENT AND PAYMENT

Quantities of replacing and adjusting water valve boxes to grade will be measured per the actual count of **Each** adjusted.

The contract unit price for each “**Adjust Water Valve Box to Grade (Revocable Bid Item)**” and “**Adjust Blow-off Valve Box to Grade (Revocable Bid Item)**” shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in adjusting existing water valve and blow-off valve boxes to meet SqCWD and City standards including but not limited to coordination with SqCWD, placement of temporary and/or permanent HMA, and adjust water valve and blow-off valve box to finished grade as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor. No compensation will be allowed for the work performed by SqWCD.

SECTION SP-10: ADJUST GAS VALVE BOX

(BID ITEM NO. 9)

SP10-01 DESCRIPTION

Existing gas valve boxes have been identified within areas of work. These existing features are to be adjusted to finished grade in conformance with PG&E Standard Plans and Standard Specifications, the Plans, and these Special Provisions.

SP10-02 ADJUST GAS VALVE BOX TO GRADE

The Contractor shall adjust the gas valve box to finished grade as needed to complete the work in accordance with these Special Provisions and PG&E Standard Plans and Standard Specifications, and the Plans. If the gas valve is damaged during the work, the Contractor shall repair at his/her sole expense to the satisfaction of the Engineer.

SP10-03 COORDINATION

PG&E reserves the right to perform the work using their own forces after the contract is awarded. The Contractor shall notify PG&E prior to start of construction for any coordination effort.

SP10-04 MEASUREMENT AND PAYMENT

Quantities of replacing and adjusting gas valve boxes to grade will be measured per the actual count of **Each** adjusted.

The contract unit price for each “**Adjust Gas Valve Box to Grade (Revocable Bid Item)**” shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in replacing existing gas valve boxes to meet PG&E and City standards including but not limited to coordination with PG&E, placement of temporary and/or permanent HMA, and adjustment of gas valve box to finished grade as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor. No compensation will be allowed for the work performed by PG&E.

SECTION SP-11: ADJUST SANITARY SEWER CLEAN OUT FRAME AND COVER TO GRADE
(BID ITEM NO. 10)

SP11-01 DESCRIPTION

Existing sanitary sewer clean outs have been identified within areas of work by the City. These existing features are to be adjusted to finished grade in conformance with Santa Cruz County Sanitation District (SCCSD) Standard Plans and Specifications, the Plans, and these Special Provisions.

SP11-02 ADJUST SANITARY SEWER CLEAN OUT FRAME AND COVER TO GRADE

Contractor shall adjust the clean out frame and cover to finished grade as needed to complete the work in accordance with these Special Provisions and SCCSD Standard Plans and Specifications, and the Plans. Contractor shall refer to any additional SCCSD Specifications and Standard Drawings that may be required to comply with SCCSD sewer facility adjustment standards.

If the frame and cover is damaged during the work, the Contractor shall repair at his/her sole expense to the satisfaction of the Engineer.

SP11-03 COORDINATION

SCCSD reserves the right to perform the work using their own forces after the contract is awarded. The Contractor shall notify SCCSD at least two (2) days prior to start of construction for any coordination effort.

SP11-04 MEASUREMENT AND PAYMENT

Quantities of adjusting rodding inlet to grade will be measured per the actual count of **Each** adjusted.

The contract unit price for each “**Adjust SSCO Frame and Cover to Grade (Revocable Bid Item)**” shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in adjusting sanitary sewer rodding inlet to meet SCCSD and City standards including but not limited to coordination with SCCSD, inventory, removal and storing of rodding inlet covers, placement of temporary traffic rated covers, shimming, or grade rings as required, placement of temporary and/or permanent HMA, adjust to finished grade as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor. No compensation will be allowed for the work performed by the Owners of the utility.

SECTION SP-12: ADJUST SANITARY SEWER MANHOLE FRAME AND COVER

(BID ITEM NO. 11)

SP12-01 DESCRIPTION

Existing sanitary sewer manholes have been identified within areas of work by the City. These existing features are to be adjusted to finished grade in conformance with Santa Cruz County Sanitation District (SCCSD) Standard Plans and Specifications, the Plans, and these Special Provisions.

SP12-02 ADJUST SANITARY SEWER MANHOLE FRAME AND COVER TO GRADE

Contractor shall adjust the manhole frame and cover to finished grade as needed to complete the work in accordance with these Special Provisions and SCCSD Standard Plans and Specifications, and the Plans. Contractor shall refer to any additional SCCSD Specifications and Standard Drawings that may be required to comply with SCCSD sewer manhole adjustment standards.

If the frame and cover is damaged during the work, the Contractor shall repair at his/her sole expense to the satisfaction of the Engineer.

SP12-03 COORDINATION

SCCSD reserves the right to perform the work using their own forces after the contract is awarded. The Contractor shall notify SCCSD at least two (2) days prior to start of construction for any coordination effort.

SP12-04 MEASUREMENT AND PAYMENT

Quantities of adjusting manhole frame and cover to grade will be measured per the actual count of **Each** adjusted.

The contract unit price for each “**Adjust SSMH Frame & Cover to Grade (Revocable Bid Item)**” shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in adjusting sanitary sewer manhole frame and covers to meet SCCSD and City standards including but not limited to coordination with SCCSD, inventory, removal and storing of manhole covers, placement of temporary traffic rated covers, shimming, or grade rings as required, placement of temporary and/or permanent HMA, adjust to finished grade as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor. No compensation will be allowed for the work performed by the Owners of the utility.

SECTION SP-13: ADJUST STORM DRAIN MANHOLE FRAME AND COVER

(BID ITEM NO. 12)

SP13-01 DESCRIPTION

Existing storm drain manholes (SDMH) have been identified within areas of work by the City. These existing features are to be adjusted to finished grade in conformance with the Plans, and these Special Provisions.

SP13-02 ADJUST STORM DRAIN MANHOLE FRAME AND COVER TO GRADE

The Contractor shall adjust the manhole frame and cover to finished grade as needed to complete the work in accordance with these Special Provisions and the Plans. If the frame and cover is damaged during the work, the Contractor shall repair at his/her sole expense to the satisfaction of the Engineer.

SP13-03 MEASUREMENT AND PAYMENT

Quantities of adjusting manhole frame and cover to grade will be measured per the actual count of **Each** adjusted.

The contract unit price for each “**Adjust SDMH Frame & Cover to Grade**” shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all work involved in adjusting storm drain manhole frame and covers to meet City standards including but not limited to inventory, removal and storing manhole covers, temporary traffic rated covers, shimming, or grade rings as required, placement of temporary and/or permanent HMA, adjust to finished grade as specified in these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

SECTION SP-14: CONCRETE CONSTRUCTION

(BID ITEM NO. 13)

SP14-01 GENERAL

The provisions of Section 73, "Concrete Curbs and Sidewalks" of the Caltrans Standard Specifications shall apply in their entirety except as modified or supplemented herein.

Concrete curb and gutter, sidewalk, and cross gutter to be removed shall be sawcut at nearest weakened plane joints or removed to the nearest construction joints and as marked by the Engineer in the field. Concrete curb and gutter, sidewalk, and cross gutter removal shall include removing enough existing native or base material to allow for placement of the specified thickness of new base material. Subgrade shall be compacted to 95% of maximum dry density as determined by ASTM D1557.

For the purpose of concrete forming and conform paving, the removal of a two-foot wide minimum deep strip of asphalt concrete adjacent to concrete designated to be removed shall be included in the costs associated with the removal of the concrete.

Whenever existing concrete curb and gutter, sidewalk, and cross gutter are removed, the Contractor shall place Type II barricades with flashing lights at the location of the removed facility. Spacing for Type II barricades shall be no greater than ten (10) feet on center for curb and gutter. Caution tape shall be attached to barricades if needed to delineate the area.

All new cross gutters shown on the Plans or described in these Special Provisions shall conform to the latest applicable City Standard Plans unless otherwise shown or specified on the Plans and these Special Provisions. This work shall include placing new or recycled Aggregate Base under new concrete improvements. The City specified Portland cement concrete (PCC) and Aggregate Base thickness requirements for cross gutters are amended as follows:

All new concrete work to be placed on Aggregate Base shall be founded on a minimum twelve (12)- inch thick layer of virgin or recycled Class 2 Aggregate Base, per Section SP-18, "Aggregate Base", of these Special Provisions, and compacted to 95% relative compaction.

Contractor shall maintain a clear and accessible pedestrian corridor through the work site at all times.

Valve reference numbers located in the sidewalk, curbs, or curb ramps that will be obliterated to construct the new improvements shall be replaced in kind and according to the specific requirements of the utility company owning the utility feature.

SP14-02 CONCRETE REQUIREMENTS

All concrete shall receive a light broom finish.

Backfill any void or space between new concrete facilities and adjacent surrounding ground with like materials. This material is typically topsoil, gravel or base rock. Fill material shall be placed and compacted to the top of the new concrete improvements and sloped at a maximum of 3:1 to conform to the existing terrain. The fill material shall be compacted to ninety percent (90%) relative compaction. In areas where topsoil is placed a two (2) inch layer of mulch shall be placed over the topsoil.

Concrete used for minor concrete shall be Class 520-C-2500.

Concrete work shall not be backfilled within seventy-two (72) hours of pouring.

SP14-03 MINOR CONCRETE

The work herein shall consist of, but not be limited to, constructing new cross gutter. The work shall include grading and preparations of the subgrade, doweling to existing improvements, and placement and compaction of Aggregate Base.

Concrete repair and construction locations are shown on the Plans.

Dowels, #4x24" long shall be installed at the junction between new and existing facilities. The dowels shall be in drilled holes, grouted and spaced in conformance with the Standard Plans. All dowels shall have a minimum 1 ½" concrete cover. Full compensation for "Doweling" shall be considered as included in the various concrete items of work and no additional compensation will be allowed therefor.

For cross gutter replacement, Contractor is to replace in kind, per City Standard Plans. Existing flow lines are to be maintained.

SP14-04 MEASUREMENT AND PAYMENT

The contract price paid per **Square Foot** for "**Install Concrete Cross Gutter**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to complete the work including, but not limited to, sawcutting, removing existing improvements to be replaced, removing and disposing asphalt concrete, furnishing new concrete, furnishing new HMA for HMA plug; excavation; loading; hauling; disposal; forming; backfill; reinforcement; doweling; Aggregate Base; compaction; placing select fill material behind new concrete improvements; valve reference numbering, utility boxes and the like, and all other work necessary to construct the various improvements complete in place as specified in these Special Provisions, as marked in the field, and as directed by the Engineer and no additional compensation shall be allowed therefor.

SECTION SP-15: SUBGRADE PREPARATION

(BID ITEM NO. 14)

SP15-01 GENERAL

Subgrade preparation shall include all grading, moisture conditioning, compaction to the maximum dry density, and/or backfill of low spots associated with the installation of full depth pavement sections for surface reconstruction. Subgrade preparation shall be completed after removal of surfacing and base materials as required for surface reconstruction as described elsewhere in these Special Provisions. Subgrade preparation for new concrete flatwork or curb ramps shall be included in the related item.

Excavation and removal of various existing items which are in conflict with the work (including concrete ramps, sidewalk, curbs and gutters, asphalt and/or concrete pavement and other obstructions encountered during excavation) shall be considered as included under various applicable sections of these Special Provisions.

Materials including failed street areas, pavement fabric, tree roots, sub grade, or base material which are removed from the worksite to accommodate the installation of new facilities shall become the property of the Contractor and shall be disposed of outside the road right-of-way at a legal dumpsite. Waste material shall be removed from Project site on the same day that waste material is generated.

The subgrade for surface reconstruction shall be prepared to achieve a typical cross slope of 2% minimum to 5% maximum the finish grade of the surface reconstruction pavement section, or directed on the Plans. The Contractor shall identify the required lines levels and contours and flag locations of known utilities. Grading shall be done to the required lines and grades to achieve a 2% minimum to 5% maximum cross slope and to tie the new pavement to the existing improvements to remain.

Contractor shall moisture condition the subgrade material to the optimum moisture content as obtained by ASTM D 1557 and compact to 95% maximum dry density as determined by ASTM D 2922. Contractor shall provide laboratory compaction curve results and compaction testing results to Engineer. Subgrade areas that do not meet the compaction requirements shall be reworked and retested or over-excavated as described below.

When encountered during roadway excavation for the construction of the surface reconstruction, unsuitable material (see Section SP-16) shall be over-excavated to a depth of 6 to 12 inches and replaced with aggregate base. Prior to replacing the void with aggregate base, the contractor shall moisture condition and compact the new sub-grade to 95% relative compaction (ASTM D1557) and subsequently install a geogrid (i.e. Tensar BX 1200 or approved equivalent). The aggregate base shall then be moisture conditioned, placed in lifts not to exceed 6 inches and compacted to 95% relative compaction. Over-Excavation will be measured and paid for as included in Bid Item No. 21. The contract unit price paid for "Over-Excavation" shall include soils sampling (testing and analysis required for disposal at a licensed disposal facility) and testing to determine the relative compaction of the soil, excavation and disposal of unsuitable material, furnishing, transportation and placement of geogrid and aggregate base, moisture conditioning and compaction, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all work involved to construct the over-excavation as specified in these Special Provisions and as directed by the Engineer.

SP15-02 MEASUREMENT AND PAYMENT

“**Subgrade Preparation**” will be measured by the **Square Yard**. The contract unit price for “**Subgrade Preparation**” shall include soils sampling (testing and analysis required for disposal at a licensed disposal facility) and testing to determine the relative compaction of the soil, moisture conditioning and compaction, furnishing and installing geogrid, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all work involved to prepare the subgrade for asphalt pavement as specified in these Special Provisions and as directed by the Engineer.

Subgrade Preparation will be paid for at the contract unit bid price per square yard, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work involved in preparing subgrade for asphalt pavement.

SECTION SP-16: OVER-EXCAVATION

(BID ITEM NO. 15)

SP16-01 GENERAL

If the Contractor is unable to achieve the specified compaction below pavement surface reconstruction, pavement base repair, or concrete construction areas, the material will be deemed as unsuitable material and the Contractor shall notify the Engineer. The Engineer will make a determination as to whether over-excavation is necessary.

When encountered during construction of pavement surface reconstruction, pavement base repair, or concrete construction, unsuitable material shall be over-excavated to a depth of six (6) inches and replaced with Aggregate Base. Prior to replacing the void with Aggregate Base, the Contractor shall moisture condition and compact the new sub-grade to 95% relative compaction. One (1) compaction curve of subgrade material shall be developed for each street section. The Aggregate Base shall then be moisture conditioned, placed in lifts not to exceed six (6) inches and compacted to 95% relative compaction.

Over-excavation of unsuitable material may consist of HMA, base material and native material. The material to be excavated may contain reinforcing fabric and/or other typical constituents of asphalt concrete by-products and/or any other naturally occurred deleterious substances encountered with roadway construction. The City makes no guarantee that the material excavated will be reusable, recyclable or disposable to any disposal site designated by the Contractor. No additional compensation shall be allowed to the Contractor if the over-excavated material is not reusable, recyclable, or is required to be disposed of at a Class II disposal facility. Any testing, if required by the disposal site, shall be arranged and paid for by the Contractor.

This work shall consist of furnishing and placing Class 2 Aggregate Base where required by the related work (e.g. cross-gutter, pavement surface reconstruction, pavement base repair) and specified in these Special Provisions. The Contractor's attention is directed to Section SP04-05, "Hauling Equipment Size and Weight Limitations", of these Special Provisions.

SP16-02 MATERIALS

Aggregate Base shall be Class 2 Aggregate Base conforming to Section SP-18, "Aggregate Base", of these Special Provisions.

SP16-03 MEASUREMENT AND PAYMENT

"**Over-excavation (Revocable Bid Item)**" will be measured by the **Cubic Yard** as determined in the field by the Engineer measuring the area and depth of over-excavation. Full compensation for all labor, materials, tools, and equipment required for fulfilling the requirements of this section shall be considered as included in the contract price paid per cubic yard for "Over-excavation (Revocable Bid Item)" and no additional compensation shall be made therefor. This item shall include but not be limited to excavation and disposal of unsuitable material, furnishing, transportation and placement of Aggregate Base, moisture conditioning, and compaction testing to determine the relative compaction of the subgrade soil and Aggregate Base.

For estimating purposes the quantity for over-excavation listed in the bid schedule assumes that ten percent (10%) of the total pavement surface reconstruction, pavement base repair, and concrete

construction areas will require over-excavation. The provisions of Section 9-1.06 of the Caltrans Standard Specifications shall not apply to this item of work. Rather, the unit price for "Over- Excavation (Revocable Item)" entered by the Contractor in the Bid Schedule shall govern regardless of the final quantity of over-excavation performed. Further, an increase or decrease of more than ten percent (10%) of the estimated quantity of over-excavation shall not constitute a change in the character of the work.

SECTION SP-17: REMOVE SURFACING AND BASE

(BID ITEM NO. 16)

SP17-01 GENERAL

This work shall cover the removal of the existing asphaltic concrete or PCC concrete pavement and base section to allow for roadway reconstruction as indicated on the plans. The Contractor shall install a temporary taper (maximum slope 1" V in 12" H) of Hot Mix Asphalt at all vertical surfaces open to traffic (i.e. driveways and conform limits). The temporary taper shall be removed and disposed before installation of the overlay or final lift.

Remove surfacing and base shall conform to the provisions in Section 19, "Earthwork," of the Caltrans Standard Specifications and the following Special Provisions:

1. All materials shall be excavated as shown on the Plans and according to these Special Provisions.
2. Existing AC pavement shall be milled to its entire depth according to these Special Provisions.
3. All concrete, soft or spongy, or deleterious materials, structures and other unsuitable material encountered during the excavation operation (whether shown or not shown on the plan) shall be removed and disposed of. No additional compensation will be allowed for any work which may be necessary to remove and dispose of unsuitable material within the grading plane as shown on the Plans.
4. When the planned excavation or subgrade is made, all undesirable material then encountered will be removed and disposed of as directed by the Engineer. Quantities of removed, unsuitable material (including the material used as replacement) shall be paid for as provided for in these Special Provisions.
5. The accumulation of water in excavated areas shall be prevented by means of pumping or other approved methods. At no time will ground water or storm water be allowed to flow down sanitary sewer lines or storm drain lines.
6. Excavation shall be carried to the exact depth indicated on the drawing or as specified. Should the Contractor, through his negligence or other fault, excavate below the designated lines, he shall replace such excavations with approved materials at his own expense.
7. Pavement surfacing shall be blade cut, scored and broken, or milled ahead of the excavation operations, and shall be cut or trimmed to a neat edge after backfilling and prior to paving. The pavement surfacing shall be cut accurately and on neat lines parallel to the excavation. Any pavement damage outside these lines shall be re-cut and restored at the expense of the Contractor.
8. Contractor shall field verify locations, elevations, etc. of existing underground utilities and to immediately notify the Engineer of any field conflicts. Contractor shall conduct potholing of utilities to confirm that they do not pose a conflict with the proposed excavation work and can be protected during construction.

SP17-02 MEASUREMENT AND PAYMENT

Quantities of **“Remove Surfacing and Base (4-inch Depth)”** will be measured by the **Square Yard**. If over-excavation is necessary due to poor subgrade it will be paid under Bid Item 16 “Over- Excavation (Revocable Bid Item)”.

Payment will be made under Remove Surfacing and Base (4-inch Depth) at the contract unit price per square yard, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in excavation, including loading, hauling, disposing of excess material, grading, and supervision, as shown on the plans, as required by these Special Provisions, and as directed by the Engineer.

SECTION SP-18: AGGREGATE BASE
(NO BID ITEM)

SP18-01 GENERAL

Aggregate Base exceeding a workable moisture content will be rejected by the City and shall be immediately removed from the project site by the Contractor. At least four (4) inches of Aggregate Base shall be placed under concrete cross gutter and other minor repairs unless specified otherwise on the Plans or elsewhere in these Special Provisions.

The grading of the material shall conform to the 3/4-inch maximum, specified in Section 26-1.02B, "Class 2 Aggregate Base," of the Caltrans Standard Specifications.

Aggregate Base shall be spread in accordance with the provisions of Section 26-1.03C, "Spreading" and Section 26-1.03D, "Compaction," of the Caltrans Standard Specifications. Spreading and compacting shall be performed by methods that will produce a uniform base, firmly compacted and free from pockets of coarse or fine material. No spreading operation shall begin until the physical characteristics of Aggregate Base have been approved by the Engineer.

Aggregate Base, regardless of its use, shall be compacted to 95% (ninety-five percent) relative compaction. The subgrade shall be graded to the road prism of the finished grade and shall be moisture conditioned and compacted to 95% relative compaction. The Contractor shall take soil samples and provide soil testing to determine maximum dry density and optimum moisture content of the subgrade.

SP18-02 MATERIALS

Class 2 Aggregate Base shall conform to the 3/4-inch maximum grading and quality requirements as specified in Section 26, "Aggregate Bases", of the Caltrans Standard Specifications. Recycled Class 2 Aggregate Base is allowed and shall be free of deleterious material with no organics, glass, or clods. The recycled asphalt concrete (RAP) content of the placed Aggregate Base may not exceed ten percent (10%).

SP18-03 MEASUREMENT AND PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed therefor.

SECTION SP-19: HOT MIX ASPHALT
(BID ITEMS NO. 17, 18, AND 19)

SP19-01 GENERAL

This work includes producing and placing hot mix asphalt (HMA) Type A using the "Standard Construction Process". The work includes the construction of 2-inch and 3-inch HMA pavement lifts.

Comply with Section 39, "Hot Mix Asphalt," of the Caltrans Standard Specifications.

Apply tack coat to existing pavement surfaces prior to overlay and between lifts of new pavement. Before opening the lane to public traffic, pave shoulders and median borders adjacent to a lane being paved.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to public traffic. Place W8-17 signs adjacent to the traveled way's outside edge. Place the first W8-17 sign where the vertical joint begins in the direction of travel on that lane. Place the W8-17 signs at 1,000 foot maximum intervals and at ramps and public roads entering the traffic lane. Compensation for signage associated with paving operations shall be included in the unit price for Hot Mix Asphalt Overlay (Type A).

Longitudinal joints shall not be constructed in the wheel path or where traffic striping will occur. A notched wedge joint shall be constructed and the construction method, joint layout, joint testing, construction practices shall be discussed and agreed upon during the pre-construction meeting.

Place additional HMA along the pavement's edge to conform to road connections and private drives. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

Contractor shall provide quality control testing and Engineer will perform acceptance testing. The reduced payment factors as outlined in Section 39-1.04 of the Caltrans Standard Specifications apply.

SP19-02 MATERIALS

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10 or PG 64-16 depending upon availability.

The aggregate for HMA Type A must comply with the ½-inch aggregate gradation, as shown on the Plans. Maximum compacted lift thickness shall be 0.25 feet.

SP19-03 MEASUREMENT AND PAYMENT

"Hot Mix Asphalt Pavement Type A (of the various thicknesses listed in the Bid Schedule)" will be measured by the **Ton** as determined by certified weight tickets. Measurement and verification of quantities shall be coordinated with the Engineer.

The contract price paid per **Ton** for "Hot Mix Asphalt Pavement Type A (of the various thicknesses listed in the Bid Schedule)" and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved in constructing HMA pavement of the various depths including mix design preparation and quality control testing and reporting,

complete in place, as shown on the Plans and as specified in the Caltrans Standard Specifications and these Special Provisions or as directed by the Engineer.

Full compensation for furnishing and applying tack coat shall be considered as included in the contract price paid per ton of **“Hot Mix Asphalt Pavement Type A (of the various thicknesses listed in the Bid Schedule)”** and no separate payment will be made therefor.

SECTION SP-20: TEMPORARY PAVEMENT DELINEATION
(NO BID ITEM)

SP20-01 GENERAL

Temporary pavement delineation shall be furnished, placed, maintained and removed in accordance with the provisions in Section 12-3.01, "General", of the Caltrans Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the "Manual of Uniform Traffic Control Devices" and the California Supplement or as relieving the Contractor from his/her responsibility as provided in Section 7-1.04, "Public Safety", of the Caltrans Standard Specifications.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic.

Temporary pavement delineation placed on the HMA base course shall be temporary raised markers for lane lines and paint with reflective glass beads for markings. Temporary permanent delineation placed on the final pavement surface shall be temporary tape and temporary raised markers. The Contractor shall install all temporary pavement delineation including lane lines, shoulder lines, and all other delineation at the same layout, size and width and following the same or equivalent striping patterns or details as the obliterated pavement delineation it is replacing or as the planned permanent striping shown on the Plans. Failure by the Contractor to satisfy this requirement shall be sufficient cause for the City to have the required temporary delineation installed and all costs for this work, including a twenty-five percent (25%) administrative markup, will be deducted from any progress payments due to the Contractor. The intent of this requirement is to have a complete temporary pavement delineation installation in place on any traveled way open to public traffic.

All work necessary, including any required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement delineation that is damaged from any cause during the progress of work shall be immediately repaired or replaced by the Contractor at his/her own expense.

SP20-02 TEMPORARY PAVEMENT DELINEATION - TAPE AND MARKERS

All temporary pavement delineation to be placed on the top layer of new pavement or on existing pavements to remain shall be temporary raised reflective pavement markers and temporary removable traffic tape. Painted striping or markings in place of temporary markers and tape is not allowed. The temporary markers and tape shall be in place prior to opening the traveled way to the public.

The minimum lane line and centerline delineation to be provided shall be temporary reflective raised pavement markers placed at longitudinal intervals of not more than twenty (20) feet. Existing double yellow stripes shall be delineated with two (2) reflective raised pavement markers placed side-by-side at not more than twenty (20) foot intervals. The temporary reflective raised pavement markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers

listed for short term day/night use (14 calendar days or less) or long term day/night use (6 months or less) in the latest listing of *“Prequalified and Tested Signing and Delineation Materials”* maintained by Caltrans.

Temporary pavement markers for long term day/night use (6 months or less)

- Vega Molded Products “Temporary Road Marker” (3” x 4”)

Temporary pavement markers for short term day/night use (14 calendar days or less)

- Apex Universal, Model 932
- Bunzl Extrusion, Model T.O.M., T.R.P.M. and “HH” (High Heat)
- Hi-Way Safety, Inc., Model 1280/1281
- Glowlite, Inc., Model 932

Removable type traffic tape and pavement marking tape shall be one of the temporary removable construction grade types listed in the latest listing of *“Prequalified and Tested Signing and Delineation Materials”* maintained by Caltrans.

Temporary removable striping and pavement marking tape

- Advanced Traffic Marking, ATM Series 200
- Brite-Line, Series 100
- Garlock Rubber Technologies, Series 2000
- P.B. Laminations, Aztec, Grade 102
- Swarco Industries, “Director-2”
- Trelleborg Industries, R140 Series
- 3M, Series 620 “CR”, and Series A750
- 3M, Series A145, Removable Black Line Mask
(Black Tape: for use only on Asphalt Concrete Surfaces)
- Advanced Traffic Marking Black “Hide-A-Line”
(Black Tape: for use only on Asphalt Concrete Surfaces)
- Brite-Line “BTR” Black Removable Tape
(Black Tape: for use only on Asphalt Concrete Surfaces)
- Trelleborg Industries, RB-140
(Black Tape: for use only on Asphalt Concrete Surfaces)

Removable type traffic tape shall be applied in accordance with the manufacturer’s installation instructions and shall be rolled slowly with a rubber tired vehicle or roller to ensure complete contact with the pavement surface. Traffic stripe tape shall be applied straight on tangent alignments and on a true arc on curved alignments. Traffic stripe tape shall not be applied, when the air or pavement temperature is less than 50°F, unless the installation procedures to be used are approved by the Engineer, prior to beginning installation of the tape.

Removable type traffic tape and temporary raised pavement markers shall be removed and disposed of by the Contractor when, as determined by the Engineer, they are no longer required for the direction of public traffic, or the permanent pavement markers and striping have been installed.

SP20-03 MEASUREMENT AND PAYMENT

No separate payment shall be made for conforming to the provisions of this section. Full compensation for conforming to all the provisions of this section shall be considered as included in the prices paid for related work and no additional compensation shall be allowed therefor.

SECTION SP-21: PAVEMENT STRIPING, MARKERS AND DELINEATION

(BID ITEMS NO. 20 THROUGH 24)

SP21-01 GENERAL

The provisions of Section 84, "Traffic Stripes and Pavement Markings", of the Caltrans Standard Specifications shall apply in their entirety except as modified or supplemented herein.

Traffic striping shall be placed in accordance with the applicable details as shown on Caltrans Standard Plan A20A through A20D. Pavement markings shall be placed in accordance with the applicable details of Caltrans Standard Plans A24A through A24F. Detail numbers shown on the contract bid proposal refer to details shown in the Caltrans Standard Plans.

Pavement striping and markings shall be placed in like kind within the project locations. The Contractor shall notify the Engineer a minimum of twenty-four (24) hours in advance of all striping phases. A striping phase shall be any separate day of work and any separate crew including: layout, paint, thermoplastic, buttons or any other crew required to complete work. The Contractor shall provide the name and cell phone number for the striping foreman and the foreman's planned starting time and location. All striping crews must meet on-site each day with the Engineer or the Engineer's representative prior to starting any work.

No payment will be made for any striping performed without notification to the City as stated above.

Temporary "cat tracking" and layout marks shall be placed by the Contractor for all striping (including limit lines and crosswalks). Temporary "cat tracks" shall be approved by the Engineer prior to final striping.

Permanent traffic stripes, pavement markers and pavement markings shall be placed on new asphalt concrete surfacing not less than seven (7) calendar days and not more than fourteen (14) calendar days after the HMA overlay or final lift has been placed.

During pavement striping and marking operations, the Contractor shall use traffic control as specified in Section SP-5, "Traffic Control", of these Special Provisions.

SP21-02 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

All limit lines, centerline stripes, shoulder stripes, and markings shall be thermoplastic unless otherwise indicated on the Plans or directed by the Engineer.

Thermoplastic traffic stripes and pavement marking shall conform to the provisions of Section 84-2, "Thermoplastic Traffic Stripes and Pavement Markings", of the Caltrans Standard Specifications, and these Special Provisions.

Thermoplastic material shall conform to the requirements of Caltrans Standard Specifications No. 8010-21C-19. Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.070 inches.

During thermoplastic placement, the Contractor shall use traffic control as specified in Section SP-5, "Traffic Control", of these Special Provisions.

SP21-03 PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers", of the Caltrans Standard Specifications, the Caltrans Standard Plans, and these Special Provisions.

Non-reflective pavement markers shall be ceramic.

Adhesive shall be hot melt bituminous adhesive conforming to Section 85, "Pavement Markers", of the Caltrans Standard Specifications.

Any damage to the newly placed markers due to the failure of the Contractor to protect his/her work and correction of errors shall be repaired by the Contractor at no additional cost.

A blue reflector shall be installed in the center of the traffic lane adjacent to each fire hydrant on all streets within the limits of work. It is the Contractor's responsibility to locate each fire hydrant.

During the pavement marker placement operations, the Contractor shall use traffic control as specified in Section SP-5, "Traffic Control", of these Special Provisions.

SP21-04 MEASUREMENT AND PAYMENT

Traffic stripes will be measured by the linear foot along the line of each traffic stripe without deductions for the gaps, shown on the standard details. Deductions shall be made for gaps in the striping at cross streets and driveways.

Measurement for markings shall be per the areas shown on Caltrans Standard Plans.

The contract prices paid per **Linear Foot** for "**Thermoplastic Traffic Stripe**" of the various Details listed in the Bid Schedule, and striping details shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in placing thermoplastic traffic stripes and pavement markers including any necessary cat tracks, dribble lines and layout work, cleaning and preparing surfaces to receive striping thermoplastic stripes, striping painted stripes, pavement markers, adhesive, and all other work as shown on the Plans, the Caltrans Standard Plans, and as specified in the Caltrans Standard Specifications, and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

The contract price paid per **Linear Foot** for "**Thermoplastic 12" Limit Line (White or Yellow)**" and "**Thermoplastic 12" Crosswalk (White or Yellow)**" shall include full compensation for doing all work involved in placing thermoplastic limit lines and crosswalks, including any necessary layout work and marks and all other work as shown on the Plans, as specified in the Caltrans Standard Specifications, and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

The contract price paid per **Square Foot** for "**Thermoplastic Pavement Markings (Arrows, Words, and Numerals)**" shall include full compensation for doing all work involved in placing thermoplastic pavement markings, including any necessary layout work and marks and all other work as shown on the Plans, as specified in the Caltrans Standard Specifications, and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

The contract price paid per **Each** for "**Blue Fire Hydrant Pavement Marker**" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the

work involved in placing the markers, as shown on the Plans, the Caltrans Standard Plans as specified in the Caltrans Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

SECTION SP-22: PAVEMENT BASE REPAIR

(BID ITEMS NO. 25 and 26)

SP22-01 GENERAL

This work shall consist of the removal of existing pavement materials, and any underlying materials, to the depths specified on the Plans and in these Special Provisions, and replacement with compacted hot mix asphalt concrete (HMA) at locations marked in the field and in these specifications and as directed by the Engineer. The base repairs included in this project are marked in the field in their approximate location and size. The minimum width of base repairs shall be four (4) feet.

Approximate base repair dimensions are listed by street in the Plans. Prior to beginning any work, the Contractor shall arrange for and conduct a field review of each base repair location with the Engineer. The Engineer and Contractor shall record the agreed upon dimensions for each base repair at each location. Base repair areas are marked and referenced in the field so that they can be easily located. The size of the base repairs shall not vary from this agreement unless specified in writing by the Engineer. Additional compensation shall not be allowed for base repairs in excess of the agreed upon size.

HMA shall be Type A and be produced at a central mixing plant. The aggregate shall conform to the ¾-inch aggregate gradation as specified in Section 39-1.02E, "Aggregate", of the Caltrans Standard Specifications.

Asphalt binder to be mixed with the aggregate shall conform to the provisions of Section 92, "Asphalts", of the Caltrans Standard Specifications and shall be paving asphalt PG 64-10, unless otherwise directed by the Engineer.

The base repairs areas shall be performed prior to cold planing (milling) or overlay operations. The Contractor shall remove existing asphalt concrete pavement and any underlying materials to the depth specified on the plans either by milling or by saw-cutting with a power-driven saw to the depth specified. The depth of base repairs shall be measured from the existing pavement surface.

Existing asphalt concrete surfacing and underlying base materials removed from vehicular travel lanes during a work period shall be replaced with permanent HMA before the lane is re-opened to public traffic as designated in Section SP-5, "Traffic Control", of these Special Provisions.

Surfacing and base materials shall be removed without damage to adjacent asphalt surfacing that is to remain in place. Damage to pavement that is to remain in place shall be repaired to a condition satisfactory to the Engineer, or the damaged pavement shall be removed and replaced with new HMA if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's sole expense and will not be measured nor paid for. If during any of the operations the Contractor damages a monument or manhole or other underground utility facility, the Contractor shall be responsible for the repair of those facilities including, but not limited to, replacing any monuments knocked off center point in accordance with the requirements of the Engineer. The Contractor shall return all facilities to their proper places at his/her sole expense.

For this work, refer to Section SP-16 for over-excavation of unsuitable materials. This shall supersede Section 19-1.03B, "Unsuitable Material," of the Caltrans Standard Specifications.

Removed materials shall be disposed at licensed disposal facilities according to local and state laws and regulations.

The material remaining in place, after removing surfacing and, if encountered, base to the required depth, shall be graded to a plane, watered, and compacted to ninety-five percent (95%) relative compaction. One (1) compaction curve of subgrade material shall be developed for every street section. The finished surface of the remaining material shall not extend above the grade established by the Engineer.

Areas of the base material that are low as a result of over excavation shall be filled, at the Contractor's expense, with HMA.

The thickness of the HMA shall be as indicated on the Plans. HMA shall be placed in lifts conforming to Sections 39-1.10 and 39-1.11 of the Caltrans Standard Specifications. The HMA shall be placed and compacted to ninety-two to ninety-seven percent (92% to 97%) of theoretical maximum density and shall meet the elevation of the existing pavement contour. In-place density shall be determined by test method ASTM D1557 (nuclear density gauge) to determine the theoretical maximum density. Areas inaccessible to rollers shall be compacted by use of a power compactor of the high impact, vibra-plate type, capable of attaining the same compaction as the rolled areas. The Contractor shall apply a tack coat to the vertical faces of the existing asphalt pavement and to the base material prior to placement of HMA.

Pavement repairs shall be made using two equal lifts of HMA. The second lift of HMA shall not be placed until the underlying layer is 160°F or less, unless otherwise directed by the Engineer. Failure to meet these requirements shall be cause for rejection of the work.

The Contractor shall not perform pavement repair or skin patch operations when the weather is rainy, foggy or when the atmospheric temperature is below 50°F. It shall be the Contractor's responsibility, based on weather predictions, to schedule pavement repair and skin patch operations to avoid placing HMA in the rain or fog. If the day's operations are canceled because of predicted rain or fog, a non-working day will be allowed. HMA shall not be placed on any surface which contains ponded water or excessive moisture in the opinion of the Engineer. If paving operations are in progress and rain or fog forces a stoppage of work, loaded trucks in transit shall return to the plant and no compensation shall be allowed for unused materials.

The Contractor shall furnish and use canvas tarpaulins to cover all loads of HMA from the time that the mixture is loaded until it is discharged from the delivery vehicle. Failure to cover HMA loads shall be grounds for rejection of the load.

Batch data and load slips shall be presented to the Engineer as HMA is delivered to the project site to allow verification of materials and use. Failure to do so may result in non-payment for disputed loads.

Paint markings delineating the approximate size and location of the pavement base repair areas have been made in the field on all streets. The Contractor shall submit a request for any re-marking in writing five (5) working days in advance of beginning pavement base repair work. Actual quantities may be greater or less than the quantities shown on the bid schedule.

In areas designated for "Asphalt Concrete Base Repair", as marked in the field by the Engineer, the existing base and bituminous surfacing shall be removed by cold planing or grinding and excavating to the depth shown on the contract plans. Pavement repair areas shall be a minimum of four (4)-feet

in width. Pavement removed beyond the limits designated by the Engineer shall be considered to be for the Contractor's convenience and shall be at no additional expense to the City. The excavated area shall be backfilled with asphalt concrete, compacted, and finished as specified in these Special Provisions.

All excavations for base failure repairs and pavement repairs shall be backfilled to the existing pavement level in the same working period during which the excavation is performed, and prior to opening the full roadway to public traffic. Lane closures shall remain in full force until such time as the repair area has been finished to the existing pavement level.

If necessary, due to unforeseen occurrences, excavations shall be temporarily filled to the existing pavement level at the end of the working period, and subsequently re-excavated at the Contractor's expense. Temporarily filled excavations shall have a minimum two-inch thick asphalt concrete surface, or covered with a steel trench plate held in place with temporary HMA ramps not less than ten (10) inches long all along the plate edges on all sides.

The finished pavement surface shall be smooth and free of cracks, shoving, displacement, and segregation of coarse and fine materials. Paving shall be to a clean neat joint with existing grade. Paving with evidence of poor workmanship such as rock pockets, ripples, voids, segregation, or out of tolerance as determined by the Engineer or defined by contract specifications, may be removed.

SP22-02 MEASUREMENT AND PAYMENT

The contract unit price paid per **Square Foot** for "**Pavement Base Repair 4-Inch Depth**", and "**Pavement Base Repair 6-Inch Depth**" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals and for doing all the work involved including, but not limited to, cold planing or grinding, excavating, loading, off hauling, disposing of materials, subgrade sampling and testing, subgrade preparation and compaction, asphalt emulsion, and furnishing, placing, spreading, and compacting the HMA to the specified depth and all other work as shown on the Plans, as specified in the Caltrans Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

SECTION SP-23: COLD PLANING ASPHALT CONCRETE
(BID ITEM NO. 27)

SP23-01 GENERAL

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans and as directed by the Engineer.

The cold planing machine shall be equipped with a cutter head not less than 72 inches in width and shall be operated so as not to produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. The depth of the cut shall be measured from the existing grade at the project edge of pavement. The final cut shall result in a uniform surface conforming to the typical existing cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the adjacent surfacing to remain in place.

The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles for final clean-up work and shall keep the milled area cleaned and maintained at all times until the street has been resurfaced. Crack sealing operations shall not begin on any street until all grinding operations on that street have been completed.

Temporary HMA tapers shall be provided where transverse joints are planed in the pavement at conform lines. No drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. HMA for temporary tapers shall be placed to the level of the existing pavement and tapered on a maximum slope of 1V to 30H to the level of the planed area.

HMA for temporary tapers shall be of commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary HMA tapers shall be completely removed, including the removal of all loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed in accordance with local and state laws and regulations. Operations shall be scheduled so that not more than 10 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

SP23-02 MATERIALS –NOT USED

SP23-03 MEASUREMENT AND PAYMENT

“Cold Planing (Milling) Asphalt Concrete (2" Depth)” will be measured by the **Square Yard** as determined by field measuring the area of planed pavement surface. Full compensation for all labor, materials, tools, and equipment required for fulfilling the requirements of this section shall be considered as included in the contract price paid per square yard for “Cold Planing (Milling) Asphalt Concrete (2" Depth)” and no additional compensation shall be made therefor.

SECTION SP-24: WEDGE AND CONFORM GRINDING

(BID ITEMS NO. 28 AND 29)

SP24-01 GENERAL

Wedge grinds shall be ground into the existing asphalt concrete pavement along all existing gutters and where indicated on the plans. The Contractor shall exercise care when performing wedge grinding around existing manholes, valve boxes and other facilities located at the lip of gutters or within the wedge grind areas.

All grinding areas shall be paved with HMA within five (5) calendar days after grinding, weather permitting. The Engineer shall have the authority to stop grinding operations if it is determined that the grinder is too far ahead of paving operations. No additional compensation shall be made to the contractor for any work stoppage.

Wedge grinding shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

The cold planing machine shall be equipped with a cutter head not less than 72 inches in width and shall be operated so as to not produce fumes or smoke. The cold planing machine shall be capable of planing the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

Wedge grinds shall be parallel to the direction of traffic. These shall be ground below the gutter or along the edge of pavement as indicated on the plans and shall daylight six (6) feet from the lip of the gutter or edge of pavement. Any sections of asphalt that becomes loose after wedge grinding shall be removed and disposed of by the Contractor at the Contractor's expense.

The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed areas shall be neat and uniform. Grinding of asphalt concrete pavement shall be performed without damaging the underlying pavement surface to remain in place.

Conform grinding will be necessary at the new cross gutter on Rosedale Court at Rosedale Avenue such that the final asphalt surface provides a smooth transition to the adjacent pavement surface. Conform grinding shall be a minimum twenty (20) feet wide at cross streets.

If the wedge grinding operation begins to pulverize the asphalt concrete surface that is to remain intact, or penetrates the entire underlying pavement section, the Contractor shall notify the Engineer immediately. The Contractor shall use a smaller grinder to prevent further damage to the underlying pavement in areas where the underlying pavement is being pulverized. In locations where the grinding penetrates the entire underlying surface, the Contractor shall grind an additional one and one-half (1.5) inch depth after approval by the Engineer. This additional grinding will be paid for under the contract bid item "Cold Planing (Milling) Asphalt Concrete (2" Depth)". After the additional wedge grinding is performed, a layer of asphalt concrete leveling course shall be placed at the direction of the Engineer. This leveling course will be paid for under Bid Item "Hot Mix Asphalt 1.5-Inch Overlay". All wedge and conform grind areas shall receive a tack coat before placing HMA according to Section 39-1.09C, "Tack Coat," of the Caltrans Standard Specifications.

The Contractor shall be responsible for all damage to cold planing machines caused by hitting any hidden objects during grinding operations. In addition, the Contractor shall be responsible for the cost of repairing any facility that is damaged by the cold planing machine.

SP24-02 MATERIALS –NOT USED

SP24-03 MEASUREMENT AND PAYMENT

“**Wedge Grind**” and “**Conform Grind**” will be measured by the **Linear Foot** for the depths and widths specified on the Plans. The quantities to be paid for will be the actual lengths cold planed for the depths and widths designated on the Plans, irrespective of the number of passes required to obtain the depths and widths shown on the Plans.

The contract unit prices paid for wedge and conform grinding shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all of the work involved in grinding asphalt concrete surfacing and disposing of ground materials, including furnishing temporary HMA for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in these Special Provisions and as directed by the Engineer.

SECTION SP-25: CRACK SEALING

(BID ITEM NO. 30)

SP25-01 GENERAL

Crack sealing shall be performed on all street sections prior to pavement application of overlays and after all base repairs are completed. Crack sealing work shall include cleaning and drying of cracks using a hot air lance and sealing larger transverse or longitudinal pavement cracks ¼-inch and greater in width. The surfaces shall be properly cleaned (e.g. with a self-loading vacuum type motor sweeper) of all dust and debris prior to crack sealing.

SP25-02 MATERIALS

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

The crack sealant shall be non-rubberized and be Crafcro Superflex HT Polymer Modified, or approved equal, which conforms to the following requirements:

Test	Test Method	Specification
Softening Point	ASTM D36	210°F minimum
Cone Penetration @ 77°F	ASTM 5329	45 maximum
Flow @ 140°F	ASTM D5329	0 mm

The materials shall be capable of being melted and applied to cracks and joints at temperatures below 400°F. When heated, it shall readily penetrate cracks ¼-inch wide or larger.

A Certificate of Compliance conforming to Section 6-3.05E, "Certificate of Compliance", of the Caltrans Standard Specifications shall be supplied with each shipment.

Treat cracks from 1/4 to 1 inch in width for the entire length of the crack. Fill or repair cracks wider than 1 inch with fine HMA Type B, No. 4. Submit a mix design for the fine HMA Type B, No. 4 filler to comply with Section 37-5.01C "Submittals" of the Caltrans Standard Specifications.

Prior to crack sealing operations, clean cracks with using hot-compressed air at 2,000°F, 100 cubic feet per minute (cfm) and at a pressure of 120 pounds per square inch (psi).

Crack sealing shall not proceed until all other preparation work is completed and approval to proceed is granted by the Engineer. Such other preparation work shall include, but not be limited to, pavement base repairs and concrete construction.

Crack sealing work shall be completed as specified herein prior to application of finish surface treatments, which treatments may include, but not be limited to, HMA overlays.

Cracks wider than ¼-inch shall be crack sealed and blown clean of loose materials with a high- pressure air nozzle, (90 psi or greater) to the satisfaction of the Engineer. Loose materials include vegetation, dust, dirt, moisture, old sealant, and foreign material.

Equipment used by the Contractor shall be specifically built for this purpose and shall be of current manufacture Crafcro Superflex HT polymer-modified or an approved equal.

The non-rubberized crack sealant shall be heated to a minimum temperature of 380°F, but not greater than 400°F, or as specified by the manufacturer and as approved by the Engineer.

Cracks shall be sealed from the bottom up. Sealant material shall be applied so it is recessed below the pavement surface. The crack sealant shall not be allowed to collect on the pavement and shall only be applied in the crack itself, and shall be recessed a 1/4-inch below the pavement surface. Sealant material must not be higher than the adjacent surface. The Contractor shall use a squeegee or similar equipment to drag excess material flush to existing grade to provide a flush finish.

Traffic shall not be allowed on the material until it has cured or until it has been sanded to prevent tracking and damage to vehicles. HMA overlay shall not be placed for at least seven (7) calendar days after crack sealing.

SP25-03 MEASUREMENT AND PAYMENT

The contract **Lump Sum** price paid for “**Crack Sealing**” shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in crack sealing, including, but not limited to blowing, crack filling, sanding and clean-up, and all other work, as shown on the Plans, as specified in the Caltrans Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation shall be allowed therefor.

SECTION SP-26: TEMPORARY WATER POLLUTION CONTROL AND EROSION CONTROL

(BID ITEM NO.31)

SP26-01 DESCRIPTION

This work shall conform to the provisions in Section 13, "Temporary Water Pollution Control", Section 21, "Erosion Control," of the Standard Specifications and these special provisions, and shall consist of the preparation for developing and implementing a water pollution control program and installing temporary best management practices (BMPs).

SP26-02 TEMPORARY WATER POLLUTION CONTROL AND EROSION CONTROL

The Contractor shall submit a Water Quality Control Plan that identifies the specific facilities and slopes to be protected, BMP's to be implemented, and meets all NPDES requirements in conformance with the Section 13-2, "Water Pollution Control Program", of the Standard Specifications.

The Contractor shall comply with all appropriate Best Management Practices and applicable design recommendations of the Engineer and Regional Water Quality Control Board (RWQCB) for preventing and removing pollutants, specifying erosion control measures, including sedimentation basins, infiltration basins, and re-vegetation of graded slopes.

Construction water quality control measures shall include the following:

1. Existing vegetation shall be retained where possible,
2. Grading activities will be limited to the immediate area required for construction,
3. Erosion control measures such as silt fences, staked straw bales, and temporary re-vegetation shall be employed for disturbed areas to prevent soil, dirt and debris from entering the storm drain system;
4. No disturbed surfaces shall be left without erosion control measures in place during the winter and spring months; Sediment shall be retained onsite by a system of sediment basins, traps, or other appropriate measures;
5. Measures shall be taken to ensure proper collection and disposal of all pollutants handled or produced on the site during construction, including sanitary wastes, cement, and petroleum products;
6. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

Maintenance:

1. Repair of BMP deficiencies caused by soil erosion or construction must begin within 72 hours of identification and completed as soon as possible.
2. Water pollution control materials such as, but not limited to silt fence and fiber rolls, shall be stockpiled on the site in sufficient quantities to stabilize any BMP deficiencies within 24 hours prior to a forecasted rain event. The Contractor shall replenish stockpiled materials as required to quickly install measures prior to forecasted rain event.
3. The Contractor shall have adequate labor on hand to install and maintain water pollution control measures within 24 hours following notification by the Engineer or before the forecasted rain, whichever is sooner.

Good Housekeeping:

1. Construction operations shall be carried out in such a manner that erosion and water pollution will be minimized, including the implementation of “good housekeeping” source control measures. Contractor shall comply with WPCP, state and local laws concerning pollution abatement.
2. Extreme care shall be taken when hauling any earth, sand, gravel, stone, debris, or any other substance over any public street. Occurrences of material blown, spilled, or tracked over and upon said public or adjacent private property are prohibited and shall be immediately remedied. Discharge of debris is prohibited.
3. All paved areas shall be kept clear of earth material and debris. The site shall be maintained so as to prevent sediment-laden runoff to any storm drainage system, including existing drainage swales and watercourse.
4. Contractor shall install and maintain construction entrances prior to commencement of grading. All construction vehicle traffic entering onto the paved roads must cross stabilized construction entrance ways as specified in the CASQA BMP Handbook Portal. Tracking of mud or debris onto public streets, or onto adjacent public or private property, is prohibited and shall be removed immediately as required by the Engineer.
5. Staging and work areas shall be kept orderly with neat stockpiling of construction materials. Measures shall be installed at the entrance and exits of staging and work areas to control mud from entering the roadway pavement.
6. No earthen materials shall be stockpiled within 25 feet of drainage inlets. All stockpiles of earthen materials shall have appropriate erosion control measures installed to abate and control erosion, as well as perimeter sediment controls.
7. Sanitary facilities shall be maintained on the site in a manner to prevent inadvertent discharge or leakage of sanitary wastes into the storm drain system either by placing sanitary facilities in locations that do not drain to the storm drain system and by providing secondary containment systems to capture leaked wastes.
8. Contractor shall provide dust control as required by the appropriate federal, state, and the City of Capitola requirements.

Erosion and Sediment Control Measures

Grading and Earthwork:

1. Protect areas which have been cleared and grubbed prior to excavation or embankment operations, and which are subject to runoff.
2. If the earthwork in any area has not progressed to a point where all or part of the facilities on the WPCP for that area can be constructed, the Contractor shall construct such supplementary temporary erosion control facilities as are necessary to protect adjacent private and public property at all time.
3. Water pollution control measures shall be constructed and functioning to prevent water pollution from areas where portions of the contract have been completed and no further earthwork is planned.

Inlet Protection:

1. The Contractor shall conduct his operations in such a manner that storm runoff will be contained within the project or channeled into the storm drain system which serves the runoff area. Storm runoff from one area shall not be allowed to divert to another runoff area.

2. Active drainage inlets where runoff is likely to go shall have drainage inlet protection installed around the immediate perimeter of the inlet. The perimeter of each individual work area shall have measures installed to control sediments that would otherwise leave the work area and enter the drainage system. Regular cleaning of gravel bag inlet protection so that sediment depth never exceeds a maximum of 3 inches.
3. If there is no active drainage system within each individual work area, the Contractor shall submit a WPCP proposing measures to de-silt and remove runoff from active construction areas. This may include the use of sediment basins, sediment traps and a pumping system to remove de-silted runoff from basins or traps.
4. Construction shall conform to the provisions of Section 13, "Water Pollution Control", and Section 21, "Erosion Control", of the Standard Specifications and to these special provisions.

Temporary Drainage Inlet Protection

1. Temporary drainage inlet protection shall be installed, maintained and later removed as shown on the Plans, as specified in these technical specifications, and as directed by the Engineer. Temporary drainage inlet protection shall be installed at each drainage system box location where runoff will enter the storm water system.
2. The Contractor shall use temporary drainage inlet protection as one of the various measures to prevent water pollution.

Temporary Gravel Filled Bag Dikes:

1. Temporary gravel filled bag dikes consisting of gravel bags placed in multiple layers shall be installed as shown on the plans.
2. Gravel filled bag dikes installed as part of temporary drainage inlet protection shall be maintained to provide for adequate sediment holding capacity. Sediment deposits shall be removed when the deposit reaches one-half of the temporary dike height. Removed sediment shall be deposited within the project in such a way that it is not subject to erosion by wind or water, or as directed by the Engineer.

Stockpiles

1. Stockpiled material shall be located within the limits of construction delineated on the erosion control plan. Soils from the stockpile shall be self-contained and remain completely separate at all times. Contractor shall install weighted fiber rolls around the perimeter of the stockpile. The stockpile shall be covered with MIRAFI 140N or approved tarp material that is securely weighted around the entire perimeter with gravel bags.
2. All stockpiled materials shall be removed from the site prior to final inspection.

Street Sweeping

1. Maintain continuous street sweeping operation during all earth hauling operations. Dry brooming is not permitted. Street sweeping shall be conducted where sediment is tracked from the job site onto paved roads in accordance with the CASQA BMP Handbook and as directed by the Engineer.
2. Street sweeping shall start at the beginning of clearing and grubbing and shall continue until completion of the project, or as directed by the Engineer. Street sweeping shall be performed immediately after soil disturbing activities occur or offsite tracking of material is observed, at a minimum frequency of daily.

3. Street sweeping shall be performed so that dust is minimized. If dust generation occurs during sweeping or sediment pickup is ineffective as determined by the Engineer, the use of additional best management practices will be required.
4. At the option of the Contractor, collected material may be temporarily stockpiled in accordance with the approved WPCP. Collected material shall be disposed of at least once per week.

SP26-03 MEASUREMENT AND PAYMENT

The contract lump sum price paid for “**Temporary Water Pollution Control and Erosion Control**” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing, constructing, maintaining, removing and disposing of water pollution and erosion control measures as shown on the Plans, specified in these technical specifications, and as directed by the Engineer and no additional allowance will be made therefore.