



PUBLIC WORKS DEPARTMENT

INVITATION FOR BIDS,  
SPECIFICATIONS, AND CONTRACT DOCUMENTS

FOR

**CORAL AND LIMEKILN INTERSECTION IMPROVEMENTS**

SANTA CRUZ CITY COUNCIL

Fred Keeley, Mayor

Renee Golder, Vice Mayor

Sandy Brown

Sonja Brunner

Shebreh Kalantari-Johnson

Scott Newsome

Martine Watkins

Matt Huffaker, City Manager

Bonnie Bush, City Clerk Administrator

Anthony P. Condotti, City Attorney

Nathan Nguyen, Public Works Department Director

Kevin Crossley, Assistant Public Works Department Director

**BID OPENING MAY 30, 2024 @ 2:00 PM PACIFIC STANDARD TIME**

Closing time to receive bids  
will be verified by the on-line clock maintained by the  
US Naval Observatory, found at:

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





## NOTICE INVITING BIDS

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

### "CORAL AND LIMEKILN INTERSECTION IMPROVEMENTS"

1. Date and Place of Opening Bids. Bids for the construction of the Project will be received until **May 30, 2024 at 2:00 pm** Pacific Standard Time. Proposals shall be submitted through the Opengov website.
2. Location of Project. The Project is to be performed at the intersection of Coral Street and Limekiln Street.
3. Description of Work. The Project to be performed consists of furnishing all labor, materials, tools, equipment, and transportation required to complete the Project, with a scope of work to generally include, but is not limited to, the following: installation of curb ramps, traffic islands, traffic striping and markings and traffic signs. All other work not mentioned above that is required by the plans, City Standard Specifications, State Standard Specifications and the Special Provisions shall be performed, placed, constructed or installed. (the “Work”). For additional information, please contact the individual listed in Paragraph 17, below.
4. Time for Completion. The Project shall be completed in **15** working days. All time limits stated herein are of the essence
5. Bidding Documents. The “Bidding Documents” shall include this Notice Inviting Bids, the Bid Form including all attachments included herein, General Requirements, Technical Specifications (including all plans, drawings, and reports), Addenda, the City’s Standard Specifications (dated 2002), as amended<sup>1</sup>, the State of California’s Department of Transportation Standard Specifications (dated 2022), as amended, and all other documents identified herein.
6. Obtaining the Bidding Documents. Bidding Documents may be downloaded, without charge, from: <http://www.cityofsantacruz.com/business/bidding-information> .
7. Submitted Bid. Each Bid shall comply with the Bidding Documents and be submitted on the Bid Form, including all attachments. Contractor must clearly and legibly set forth all information requested in the manner and form indicated.

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

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

8. Addenda. All submitted Bids shall verify if the City has issued any addenda for this Project. It is the bidder's sole responsibility to ensure that all addenda requirements are included in the submitted Bid. All addenda shall be posted on the City's designated website
9. Award of Contract. The City will award the Project to the lowest responsible and responsive bidder. The City reserves the right to reject any and all Bids, including but not limited to for any minor irregularities, or waive any informalities or minor defects in proposals received. The City may reject a Bid if it determines that any of the bid prices are materially unbalanced to the potential detriment of the City.
10. Department of Industrial Relations Monitoring. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Prevailing wages as published by the DIR are required for all workers, including those employed by subcontractors, for all non-federally funded projects.

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

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

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

Bidder and all subcontractors shall maintain the required licenses throughout the entire Project until the City issues a Notice of Completion.

12. Business License. All Contractors and subcontractors working in the City must have a valid City of Santa Cruz business license at the time the contract is awarded, pursuant to Santa Cruz Municipal Code (SCMC) Chapter 5.04.
13. Questions for City. All questions relative to this Project prior to the opening of Bids shall be in writing and received a minimum of five (5) working days prior to the above-stated Bid opening date and shall be directed to:

City of Santa Cruz, Public Works Department  
Attn: Dan Cabrerros

809 Center Street, Room 201  
Santa Cruz, California 95060  
Email: [dcabrerros@cityofsantacruz.com](mailto:dcabrerros@cityofsantacruz.com)  
Tel.: 831-420-5420  
Fax: 831-420-5161

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

Dated: April 16, 2024

## SECTION 1 - DEFINITIONS AND TERMS

### GENERAL

Attention is directed to the provisions of Section 1 “DEFINITION AND TERMS” of the City Standard Specifications and these Special Provisions.

**State Standard Specifications** - Wherever in these Specifications reference is made to the “State Standard Specifications,” reference shall be to specifications entitled “State of California, Department of Transportation, Standard Specifications,” 2022 edition, and which are incorporated herein and made a part hereof by reference. Where the terms “State” or the “Engineer” are used in the State Standard Specifications, they shall be considered as meaning the “City” or “Director” as defined hereinabove.

**Technical Specifications** - The technical specifications are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications.

## SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

### GENERAL

Attention is directed to the provisions of Section 2 (not including Sections 2.10 “Public Opening of Proposals” and 2.11 “Joint Proposals”) of the City Standard Specifications and these Special Provisions.



**PROPOSAL FORM**

**Bidder’s Proposal for  
CORAL AND LIMEKILN INTERSECTION IMPROVEMENTS**

TO: The Council of the City of Santa Cruz

PROPOSAL OF: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

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

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

**IT IS UNDERSTOOD THAT THIS BID IS BASED UPON COMPLETION OF THE WORK AS SPECIFIED IN THE SPECIAL PROVISIONS WITHIN 15 WORKING DAYS WORKING DAYS, AND THE PRICES INCLUDE ALL STATE, FEDERAL, AND OTHER TAXES APPLICABLE TO THE PROJECT.**

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

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

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

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

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

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

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

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

The undersigned declares under penalty of perjury that the information contained in this Bid and all accompanying documents are true and correct.

Dated: \_\_\_\_\_ Firm Name: \_\_\_\_\_

Official Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

State Contractor's License No.: \_\_\_\_\_

DIR Registration No.: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

## CORAL AND LIMEKILN INTERSECTION IMPROVEMENTS

### **BASIS OF BID**

Name of Bidder: \_\_\_\_\_

Project Name/Number: \_\_\_\_\_

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (\$)	Item Total (\$)
1	PCC Curb Ramp	SF	258		
2	Traffic Island	SF	64		
3	Detectable warning surface tile (Cast in Place)	SF	30		
4	Asphalt Concrete (Type A)	TON	3.5		
5	Demolition and Removal	LS	1		
6	Remove (E) Sign	EA	1		
7	Install (N) City Standard Post	EA	2		
8	Install (N) R1-1 Sign (Stop) (30" x 30")	EA	2		
9	Install (N) R1-3P Sign (All Way) (12" x 6")	EA	3		
10	Red Paint on Concrete Curb	LF	100		
11	Grind Thermoplastic Stripe/Legend	LS	1		
12	Crosswalk - 12" White Thermoplastic Stripe	LF	320		
13	Limit Line - 12" White Thermoplastic Stripe	LF	42		
14	Thermoplastic Traffic Stripe - Detail 22	LF	21		
15	Thermoplastic Traffic Stripe - Detail 29	LF	48		
16	STOP Legend	EA	3		
17	RR Legend	EA	1		
18	Daylighting Stripes - 8" White Thermoplastic stripe	LF	227		
19	Install (N) Rubberized Speed Bump	EA	1		
20	Curb and Post, Pexco FG 300, White	EA	6		
		SUBTOTAL			
		10% CONTINGENCY			
		TOTAL			

Total Basis of Bid Plus Contingency in Words: \_\_\_\_\_

*The contingency is reserved for unforeseen project tasks. No payment will be made to the Contractor for any portion of the contingency unless a contract change order is approved by the City*



## **SECTION 3 – AWARD AND EXECUTION OF CONTRACT**

### **GENERAL**

Attention is directed to the provisions of Section 3 (not including Sections 3.03 “Return of Proposal Guarantees” and 3.04 “Contract Bonds” and ) of the City Standard Specifications and these Special Provisions.

### **CONTRACTOR’S INSURANCE**

Contractor will procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its/his agents, representatives, employees or subcontractors.

### **CERTIFICATE REQUIREMENTS**

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

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

### **MINIMUM SCOPE AND LIMITS OF INSURANCE**

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

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

- WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease.

The Worker's Compensation policy must be **endorsed** with a waiver of subrogation in favor of the City for all work performed by the Consultant and its employees.

**(Not required if Consultant provides written verification it has no employees) - If Contractor has no employees, Contractor shall complete and sign a Workers' Compensation Exemption Declaration and Release of Liability**

- BUILDER'S RISK (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

***Builder's Risk (Course of Construction) Insurance***

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the City as a loss payee** as their interest may appear.

If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

**OTHER INSURANCE PROVISIONS**

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

The insurance policies are to comply with the following provisions:

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

- NOTICE OF CANCELLATION  
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.
- WAIVER OF SUBROGATION  
Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

#### 1. EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES

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

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

- SELF-INSURED RETENTIONS  
Self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- ACCEPTABILITY OF INSURERS  
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.
- CLAIMS MADE POLICIES  
If any of the required policies provide coverage on a claims-made basis:
  1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *five (5)* years after completion of contract work.
- VERIFICATION OF COVERAGE  
Consultant will furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL, CPL, and automobile Policy(ies) listing all policy endorsements to be approved by the City before work commences. However, failure to obtain the required documents prior to the

work beginning will not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## **SECTION 4 – SCOPE OF WORK**

### **GENERAL**

Attention is directed to the provisions of Section 4 of the City Standard Specifications and these Special Provisions.

### **DIFFERING SITE CONDITIONS**

The Contractor shall promptly notify the Engineer if she/he finds either of the following conditions:

1. Physical conditions differing materially from either of the following:
  - a. Contract documents
  - b. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

The Contractor shall include details explaining the information she/he relied on and the material differences she/he discovered. If the Contractor fails to promptly notify the Engineer, the Contractor waives the differing site condition claim for the period between her/his discovery of the differing site condition and her/his notification to the Engineer. If the Contractor disturbs the site after discovery and before the Engineer's investigation, the Contractor waives the differing site condition claim.

Upon the Contractor's notification, the Engineer investigates job site conditions and:

1. Notifies the Contractor whether to resume affected work
2. Decides whether the condition differs materially and is cause for and adjustment of time, payment, or both.

## **SECTION 5 – CONTROL OF WORK**

### **GENERAL**

Attention is directed to the provisions of Section 5 of the City Standard Specifications and these Special Provisions.

### **SPECIAL RISK/CIRCUMSTANCES**

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

2. Claims

- **Definition of “Claim”.**

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

As used herein, the term “Claim” means a separate written demand or assertion by Contractor sent by registered mail or certified mail, with return receipt requested, for one or more of the following arising out of or related to the Contract Documents or the performance of the Work: (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under the Contract; (B) payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; (C) payment of an amount that is disputed by the City, as defined in Public Contract Code Section 9204(c).

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

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

- **Time Period for Submission of Claim.**

If a Claim involves an adjustment to the Contract Sum or to the Contract Time due to Extra Work, then the Claim arises upon issuance of a decision denying, in whole or in part, Contractor’s Change Order Request. All other Claims arise when Contractor discovers, or should have discovered, the circumstances giving rise to the Claim (even if Contractor has not yet been damaged or delayed).

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

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

- **Reasonable Documentation.**

The Claim must include the following:

- A statement that it is a Claim and a request for a decision on the Claim;
- A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of Work effected and reasonable documentation to support the Claim;
- A certification, executed by each Subcontractor claiming not less than 5% of the total monetary amount sought by the Claim, that the Subcontractor's portion of the Claim is filed in good faith.
- If the Claim involves an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a Change Order Request was submitted in a timely manner as required by the Contract Documents. If the Claim does not involve an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a notice of intent to file the Claim was submitted in a timely manner as required by the Contract Documents.
- A detailed justification for any remedy or relief sought by the Claim, including, without limitation:
  - A detailed cost breakdown in the form required for submittal of Change Order Requests, including an estimate of the costs incurred or to be incurred. To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including, without limitation, payroll records, material and rental invoices, and the like) demonstrating that costs claimed have actually been incurred. To the extent costs have not yet been incurred at the time of Claim submittal, actual cost records must be submitted on a current basis not less than once a month during any periods costs are incurred.
  - Copies of actual job cost records demonstrating that the costs have been incurred.
  - If the Claim is based on an error, omission, conflict, or ambiguity in the Contract Documents: (1) a sworn statement by Contractor and any Subcontractors or Sub-subcontractors involved in the Claim, to the effect that the error, omission, conflict, or ambiguity was not discovered prior to submission of the Bid, or (2) if not discovered, a statement demonstrating that the error, omission, conflict, or ambiguity could not have been discovered by Contractor, its Subcontractors or Sub-subcontractors in exercise of the degree of care required of them under the Contract Documents for review of the Bid Documents prior to submission of the Bid.
- If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents pertaining to proving the right to an extension of time and demonstrating that Contractor is entitled to an extension of time under the Contract Documents.
- A written certification signed by a responsible managing officer of Contractor's organization, who has the authority to sign subcontracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

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

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

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Date: \_\_\_\_\_

- **Assertion of Claims.**

3. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by City, Contractor shall not delay, slow, or stop performance of the Work, but shall diligently proceed with performance in accordance with the Contract Documents and City will continue to make payments as required by the Contract Documents.
4. All Claims and supporting documentation must be sent to the City by registered mail or certified mail with return receipt requested.
5. Strict compliance with these requirements is conditions precedent to Contractor's right to an informal conference to meet and confer to resolve a Claim, mediate a Claim, or arbitrate or litigate a Claim. The failure of Contractor to strictly comply with the requirements of this Section constitutes a failure by Contractor to exhaust its administrative remedies with the City, thereby denying any court or arbitration panel of jurisdiction to adjudicate the Claim.

6. There shall be no waiver of any of the rights set forth in California Public Contract Code Section 9204; provided, however, that (i) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (ii) the City may prescribe reasonable Change Order, Claim, and Dispute Resolution Procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise the timeframes and procedures set forth in Public Contract Code Section 9204.

7. The City's right to commence the Contract dispute resolution process shall arise at any time following the City's actual discovery of the circumstances giving rise to the dispute. Nothing herein shall preclude the City from asserting disputes in response to a Claim asserted by Contractor.

- **Decision of City on Claims.**

1. Pursuant to Public Contracting Code section 9204(d), upon receipt of a Claim, the City shall conduct a reasonable review of the claim and, within 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of the Claim, the Owner's Representative, City, and Contractor may, by mutual agreement, extend the time period provided in this Section. If City determines that additional supporting data are necessary to fully evaluate a Claim, City will request such additional supporting data in writing. Such data shall be furnished by Contractor to City no later than 10 days after the date of such request. Any payment due to Contractor by City on an undisputed portion of the Claim shall be processed and made within 60 days after the written statement is issued.
2. If the City needs approval from its governing body to provide the Contractor with a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the forty-five (45) day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
3. Failure by the City to respond to a Claim from Contractor within the time periods described in this Section 3 and California Public Contract Code Section 9204 or to otherwise meet the time requirements shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the City's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Article 4.2 and California Public Contract Code Section 9204, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
4. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the City issues its written statement.
5. Amounts not paid in a timely manner as required by this Section shall bear interest at 7 percent per annum, pursuant to Public Contracting Code section 9204(d)(4).



6. If a subcontractor or a lower tier subcontractor lacks standing to assert a Claim against the City because privity of contract does not exist, the Contractor may present to the City a Claim on behalf of a subcontractor or a lower tier subcontractor. A subcontractor may request in writing, either on its own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which has been performed by the subcontractor or lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting the Claim be presented to the City shall furnish reasonable documentation supporting the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the City and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

- **Meet and Confer Conference.**

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

- **Mediation.**

- 1) Within ten (10) business days following the conclusion of the meet and confer conference, specified in Section 3(F), if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.
- 2) For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation, or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- 3) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

- **Arbitration and Litigation.**

- In the event mediation does not resolve the parties' dispute, the parties shall comply with the Arbitration provisions set forth in Public Contract Code Sections 10240 – 1024.13.

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

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

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

### **PREVAILING WAGES**

In accordance with provisions of Section 1773 of the Labor Code, the City has ascertained the general prevailing rate of wages applicable to the particular craft, classification, or type of workers employed on the work. These rates are set forth in the Notice to Contractors.

The Contractor shall forfeit as a penalty to the City, \$25 for each day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any public work done under the Contract by him/her or by any subcontractor under him/her, in violation of the provisions of the Labor Code, particularly, Section 1770 through 1780 inclusive.

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The work of installing, assembling, repairing or reconditioning, or other work of any nature on machinery, equipment, or tools used in or upon the work shall be considered a part of the work to be performed under the Contract any laborers, workers, or mechanics working on such machinery, equipment, or tools, shall be subject to all of the requirements relating to labor set forth in the Contract.

The construction, erection, and operation of material production, proportioning, or mixing plants from which material is used wholly on the Contract or on Contracts under the supervision of the City, shall be considered a part of the work to be performed under the Contract and any laborers, workers, or mechanics working on such plants shall be subject to all of the requirements relating to labor set forth in the Contract.

Items bid on a “Lump Sum” or “Job” basis shall result in a complete structure, operating plant, or system in satisfactory working condition in respect to the functional purposes of the installation, and no extra compensation will be allowed for anything omitted but fairly implied.

### **TEMPORARY CONSTRUCTION EASEMENT**

The use of temporary construction easements by the Contractor shall be limited to the construction of improvements as shown on the plans and as specified in these specifications, and shall not be used to store materials or equipment, except as approved in writing by the Engineer.

## **SECTION 6 – CONTROL OF MATERIALS AND INSTALLED EQUIPMENT**

### **GENERAL**

Attention is directed to the provisions of Section 6 of the City Standard Specifications and these Special Provisions.

### **CERTIFICATES OF COMPLIANCE**

The following is a list of materials that can be typically accepted on the basis of certificates of compliance during construction. Certificates shall conform to the requirements of the State Standard Specifications and these contract specifications and shall include, at a minimum:

- **Project name and contract number**
- **Manufacturer’s signature**
- **Lot number matching material delivered**
- **Statement that the material complies with this project’s contract specifications**

Construction Materials Typically Accepted by Certificate of Compliance\*:

Aggregate Base	Portland Cement Concrete Mix	Asphalt Concrete
Truncated Warning Surfaces	Thermoplastic Striping	Striping Paint
Glass Beads	Asphalt Binder	Metal Poles

\*this list is **not** inclusive of all materials that may be accepted by a Certificate of Compliance for this project.

## SECTION 7 – LEGAL RELATIONS AND RESPONSIBILITY

### GENERAL

Attention is directed to the provisions of Section 7 of the City Standard Specifications.

## SECTION 8 – PROSECUTION AND PROGRESS OF WORK

### GENERAL

Attention is directed to the provisions of Section 8 of the City Standard Specifications and these Special Provisions.

### BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.04, “Start of Job Site Activities,” in Section 8-1.05, “Time,” and in Section 8-1.10, “Liquidated Damages,” of the State Standard Specifications and these Special Provisions.

The Contractor shall purchase all materials and equipment within 10 working days after the date of the execution of the contract. The Contractor shall begin work when all materials and equipment are received and shall diligently prosecute said work to completion as follows:

Complete work required for all bid items no longer than **15 working days** after the date of the Notice to Proceed.

Notice to Proceed letter will be given at the Contractor’s discretion, limited as follows:

- **AFTER** the Purchase Order has been issued by the City.

Progress payment for material and equipment shall conform to the requirements of Section 9-1.16C, “Materials On Hand,” of the State Standard Specifications and these Special Provisions.

The Contractor shall pay to the City of Santa Cruz the sum of **\$2,800 per day**, for each and every calendar day’s delay in finishing the work in excess of the number of working days prescribed above.

## SECTION 9 – MEASUREMENT AND PAYMENT

### GENERAL

Attention is directed to the provisions of Section 9 of the City Standard Specifications.

## SECTION 10 – TECHNICAL SPECIAL PROVISIONS

### **MOBILIZATION**

#### **A DESCRIPTION**

Mobilization shall conform to the requirements of Section 9-1.16D “Mobilization” of the State Standard Specifications.

#### **B MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “MOBILIZATION” including furnishing all labor, materials, equipment, tools, and incidentals shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed. Partial payments shall be in accordance with Section 9-1.16D of the State Standard Specifications.

## **TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS**

### **A MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the State Standard Specifications and to the Section entitled "Public Safety" elsewhere in these Special Provisions, and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04.

The Contractor's attention is directed to Article 7-16 of the City of Santa Cruz Department of Public Works Standard Specifications. Construction is within the City owned right of way and provisions shall be made for the safe passage of public traffic through the necessary portions of work at all times with as little inconvenience to the public as possible. The Contractor shall also make provisions for the safe passage of pedestrians/bicyclists around the area of work at all times (See attachment – Community Traffic Safety Coalition, Recommended Guidelines to protect the Safety of Bicycle, Pedestrians and Disabled Travelers during Road Construction).

The Contractor shall comply with the current State of California, Department of Transportation Manual on Uniform Traffic Control Devices (CA MUTCD) for all items related to traffic within the job site.

The streets shall remain open for two-way traffic unless temporary closing and detouring is specifically authorized in writing by the Engineer.

The Contractor shall clean the area of work and keep it open for two-way traffic for weekends and evenings throughout the construction period. The Contractor shall furnish and place temporary construction area signs required for the direction of public traffic through or around the work at all times, day and night, 7 days a week.

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

1. Personal vehicles of the Contractor's employees shall not be parked within the construction area, on the traveled way or shoulders, including any section closed to public traffic.
2. Access for emergency vehicles to adjoining properties shall be maintained at all times during construction.
3. Contractor shall maintain access to existing business driveways at all times. Contractor shall provide written notification to all businesses/residents one week in advance and again 24 hours prior to work that will disrupt driveway access and shall through thoughtful planning, restore that access as soon as possible. The contractor shall consult with the inspector on the project and with affected business operators in advance of his/her obstructing vehicular or foot traffic to the properties to be affected, so that the best time for this obstruction can be determined.
4. The contractor shall provide temporary delineation after paving operations. Temporary delineation shall consist of "Series 5360 Scotch Lane" or equal pavement tape with foil backing. The Contractor shall maintain temporary delineation until permanent striping is

installed. The Contractor shall remove temporary delineation immediately after permanent striping is installed. The Contractor shall remove temporary delineation immediately after just before permanent striping is installed. Removal includes, but is not limited to blacking out all cat-tracking revisions for traffic lines and pavement markings.

5. The Contractor is prohibited from storage of materials or equipment in any location that would interfere with the free and safe passage of pedestrian, bike and vehicular traffic.
6. The Contractor shall notify and update fire, police, ambulance and transit services of anticipated closures and traffic flow disruptions at least 24 hours prior to construction work that affects traffic. **If a bus stop requires relocation, the Contractor shall coordinate with Santa Cruz Metro.**
7. The Contractor shall notify local authorities of the Contractor's intent to begin work at least **5 calendar days** before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

Full compensation for MAINTAINING TRAFFIC shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

## **B TRAFFIC CONTROL SYSTEM**

Traffic Control Plan – At least 5 calendar days prior to commencing construction which will affect existing traffic, the contractor shall submit for review and approval by the Engineer, a Traffic Control Plan which contains only information specifically related to work zone traffic control. No work will proceed until the Traffic Control Plan has been approved.

The content of the Traffic Control Plan shall include but is not limited to, the following:

1. Show work zones and buffer zones, including width and length of excavation. Identify equipment and material staging area. NOTE: The buffer zone shall not be used for work activity, or the storage of equipment, vehicles, or materials. The buffer zone is an area used to provide recovery space for an errant vehicle. See Table 6C-2 in the CA MUTCD.
2. Show dimensions of traffic lanes, bicycle lanes and sidewalk affected by traffic control.
3. Indicate the type of signs used in accordance with CA MUTCD and the distances between advance warning signs as appropriate for the work being done. Show location and orientation of signs. See figures 6C-1 and 6H-1 through 6H-105 in the CA MUTCD.
4. Indicate type and size of channelizing devices and the typical distance between each device. See figure 6F-7 in the CA MUTCD.
5. Show length of taper (L) and width of offset and other tapers used, i.e. shifting taper, shoulder taper, etc. **At the beginning of a lane shift, place horizontal arrow sign on top of the channelizing device to indicate direction of shift.** See Table 6C-3(CA) and Table 6C-4 in the CA MUTCD.

6. Identify side streets and driveways affected by construction and show how they will be handled.
7. Show how pedestrian and bicycle traffic will be handled through the construction site during all hours including pavement planning/edge grinding operations. Contractor shall include BIKES MAY USE FULL LANE (R4-11) and SIDEWALK CLOSED AHEAD, CROSS HERE (R9-11) signage.

A traffic control system shall consist of closing traffic lanes and providing lights, signs, barricades, portable delineators, traffic cones, temporary striping, pavement delineation, markers and pavement markings, steel plates, flaggers or other necessary devices in conformance with the details shown on the plans, the provisions of Section 12, "Temporary Traffic Control," of the State Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" elsewhere in these Special Provisions and these Special Provisions.

Daytime lane closures shall not commence before 8:00 a.m. and shall cease at 3:30 p.m. No work that interferes with public traffic shall be done outside these hours except for work required under sections 7-1.03 "Public Convenience" and Section 7-1.04 "Public Safety" of the State Standard Specifications. All lanes shall be open at 4:00 p.m. The contractor shall also limit edge grinding, pavement planning and overlay placement to these times. The times listed above are the only times during which these activities may occur. These conditions shall be in effect unless otherwise directed by the Engineer.

The contractor shall be responsible for coordinating his activities to avoid any conflicts on streets which have garbage or recycled material pickups scheduled for the same day. The contractor shall contact the City Refuse and Recycling Division at 420-5545.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take the measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the State Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the component to its original condition or replace the component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations, approved by the Engineer, within the limits of the street right of way.

## **C MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS" shall include furnishing all labor (including flagging costs), materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system, including flagging,



construction area signs, temporary pavement delineation, barricades, traffic cones and traffic delineators, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer and shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## **CONTROL OF WORK**

### **A DESCRIPTION**

Control of work shall conform to the requirements of Section 5 “Control of Work” of the State Standard Specifications and these Special Provisions.

### **B TRENCH AND EXCAVATION SAFETY PROTECTION SYSTEM**

Attention is directed to Sections 7-1.02k(6)(b), "Excavation Safety," of the State Standard Specifications and these Special Provisions.

The walls and faces of all excavations for trenches 5 feet or more in depth in which employees shall enter shall be effectively guarded by a shoring system, sloping of the ground, or other equivalent means. Excavations and trenches less than 5 feet in depth shall also be guarded when examinations indicate hazardous ground movement may be expected.

If a shoring system is necessary, the CONTRACTOR shall submit a shoring/bracing plan for City’s Review and approval.

Approval by the Engineer of the shoring drawings or shoring inspection performed by the Engineer will in no way relieve the CONTRACTOR of full responsibility for adequacy of the shoring.

If construction is taking place in a public area, the CONTRACTOR shall take all necessary precautions to protect the public from the hazards of open excavation. Trenches shall be covered at night, on weekends, and during non-working hours.

### **C SURVEYS AND GRADES**

The Engineer shall establish permanent type reference monuments or posts for the horizontal alignment and vertical control of the work. The CONTRACTOR shall provide a Professional Land Surveyor or Civil Engineer licensed in the State of California to perform said services to provide all temporary stakes for horizontal and vertical alignment sufficient for construction of the project. The CONTRACTOR is charged with the responsibility of adequately protecting said stakes and monuments.

### **D MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “TRENCH AND EXCAVATION SAFETY PROTECTION SYSTEM” (shoring) including the preparation of plans, furnishing all labor, materials, tools, equipment, incidentals shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made there for, unless otherwise specified.

Full compensation for conforming to the provisions other than Trench and Excavation Safety Protection System herein shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made there for, unless otherwise specified.

## **EXISTING HIGHWAY FACILITIES**

### **A GENERAL**

Attention is directed to Section 15, "Existing Facilities," of the State Standard Specifications.

The work shall consist of removing, abandoning, relocating or protecting existing facilities, which interfere with construction. Removed facilities shall be disposed of, salvaged or relocated as specified in these Special Provisions, as shown on the Plans, or as directed by the Engineer.

Trenches, holes, depressions and pits caused by the removal of highway facilities shall be backfilled with materials as provided in Section 19 "Earthwork". Native material excavated for the purposes of removal of existing pipe shall be removed and disposed offsite. Such trenches, holes, depressions, and pits that are in surfaced areas, otherwise to remain undisturbed, shall be backfilled with selected material.

Material shown on the plans or designated in these Special Provisions which is to be salvaged or used in the reconstructed work and which has been damaged or destroyed as a result of the CONTRACTOR's operations, shall be repaired or replaced by the CONTRACTOR, at his expense.

Payment for the relocation or removal of miscellaneous items shall be included in various bid items and no additional compensation will be considered.

### **B UTILITIES**

#### **GENERAL**

Utilities include but are not limited to telephone, electricity, gas, cable and, storm drain.

#### **UTILITY CONSTRUCTION SCHEDULING**

Scheduling and coordination of construction with the respective utilities is the responsibility of the CONTRACTOR. Concurrent utility construction shall be verified with the respective utility companies. Payment for construction of these utility lines shall be the responsibility of the respective utility companies unless identified as work items in the bid schedule. Utilities involved in the work and their contact person are listed below:

UTILITIES	TELEPHONE	TYPE OF UTILITY
AT&T 515 Chappell Road Watsonville, CA 95076 Terry Hamlin	831-728-3641	Communication
Comcast 106 Whispering Pines Drive Scotts Valley, CA 95066 Mark Giblin	831-440-4023	Cable

PG&E 615 Seventh Avenue Santa Cruz, CA 95062 Patricia Gomez	831-479-3015	Power & Gas
City of Santa Cruz 809 Center Street Santa Cruz, CA 95060 Katie Stewart	831-420-5442	Storm Drain, Sewer
City of Santa Cruz 212 Locust Street, Suite A-D Santa Cruz, CA 95060 Doug Valby	831-420-5212	Water

## EXISTING UTILITIES

Existing utilities are located within the limits of work. The CONTRACTOR shall confirm locations of all utilities and protect them in place.

The Agency has endeavored to locate and show on the plans the approximate locations of all private and public utilities and facilities to be encountered during construction. However, it is possible that, during the work, unknown substructures requiring relocation or protection may be encountered. Such unknown substructures will generally fall into two classes:

Class I - Those requiring relocation or protection at the expense of the utility owners.

Class II - Those requiring relocation or protection at the expense of the City.

For Class I utilities, the CONTRACTOR shall provide time and working space for protection or relocation activities.

For Class II utilities, the City will make arrangements for the protection or relocation by the Utility Owner or by the CONTRACTOR or by others.

The CONTRACTOR shall protect facilities shown on the plans, "To Be Relocated By Others," in both original and relocated positions and any damage to such facilities shall be immediately repaired to the utility owner's satisfaction at no cost to the City.

Prior to the commencement of work, the CONTRACTOR shall verify the location and depth of all utilities, including service laterals and service connections, which have been indicated on the plans or marked by the respective utility owners and which may affect or be affected by its operations.

All utilities designated on the plans to be protected in place shall be carefully uncovered if located within the lines of excavation. In the event a utility conflict exists, the City will either arrange for utility owner to relocate the utility or adjust grade and/or alignment of the proposed improvement. In the event any such facility should be disturbed or damaged, the CONTRACTOR shall at once make repairs to the satisfaction of the utility owner, or arrange with the utility owner to make repairs,

at no cost to the City. Any delays or reconstruction of improvements resulting from the CONTRACTOR's failure to verify

Utility locations and depths shall be made at the CONTRACTOR's expense.

If the CONTRACTOR wishes to have any of the following utilities located, he must contact the responsible Agency at least two working days prior to construction in the immediate vicinity of the utility.

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 working days' notice to the Underground Service Alert by calling 1-800-422-4133.

### **UTILITY VERIFICATION / COORDINATION**

The CONTRACTOR shall arrange for and conduct a preconstruction meeting between the CONTRACTOR, the Engineer, and the Utility Companies to discuss scheduling coordination of any required utility relocations, and the protection of existing utilities.

The CONTRACTOR shall attend any preconstruction meeting scheduled by the City and shall cooperate with all utility owners performing utility relocation or installation work on the work site.

The CONTRACTOR shall conduct any other exploratory excavations as necessary, in order to perform his work and no additional compensation will be allowed.

### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "UTILITIES" including verification of utility location and depth and all utility coordination shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## **C POTHOLING**

### **DESCRIPTION**

Designated utilities will be exposed using vacuum excavation. Locations and utilities to be determined jointly by Contractor and City. Excavated material will be removed from the site and will be backfilled with Class 2 AB, compacted and the surface cold asphalted where applicable. The Contractor will provide all special equipment, skilled personnel and supplies necessary to perform designation and utility location services utilizing air/vacuum, dust controlled soil extraction method.

The Contractor shall;

- a) Comply with all applicable subsurface utility damage prevention laws, including pre-marking prospective work areas and notify USA 48 hours,
- b) Provide traffic control, including materials, labor and equipment, in accordance with the requirements of the City of Santa Cruz,
- c) Neatly cut and remove existing pavement, generally 12" square for depth to 5 feet,

- d) Remove the soil above the utility using vacuum excavation and compressed air to loosen the material, In order to safely expose the top of the utility,
- e) Measure to 1/10 of one foot to the top of the utility from original ground surface,
- f) Backfill and compact with Class AB and re-surface with cold asphalt in paved areas,
- g) Furnish and install PK nails and/or high visibility “whiskers” or stakes directly above the center-line of the utility,
- h) Provide a table that indicates the utility reference number, description of the utility including size and material where ascertainable and depth to top of the utility.

The Contractor shall survey the elevation of the finish surface at the PK nail and calculate the top of utility elevation of the respective utility.

The Contractor shall present table to the City and coordinate any adjustment with structural section of the pavement and/or the depth of scarification as necessary to complete the project.

### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “POTHOLING” including furnishing all labor, materials, equipment, tools, and incidentals shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## **D REMOVE MISCELLANEOUS CONCRETE AND ASPHALT CONCRETE PAVEMENT**

### **DESCRIPTION**

Work shall consist of the removal and disposal of existing Portland cement concrete (reinforced and unreinforced) and asphalt concrete pavement interfering with the work as described in the plans and as directed by the Engineer. Removals shall include but not be limited to:

Curb & Gutter / Sidewalks / Ramps / Driveway Approaches / Extruded Curbs /  
Stamped Concrete / Roadway (Concrete and Asphalt Concrete)

Contractor shall meet with the Engineer onsite prior to marking any saw cut limits. Saw cut limits must be approved by the Engineer prior to any saw cutting work being performed. If additional saw cutting is required to meet the intent of the project plans and a specifications, including ADA slopes and extended conforms, it shall come at no extra cost to the City and the Contractor shall be responsible to maintain construction schedule. Removed facilities shall be disposed outside of the Highway Right-of-Way.

### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of Remove Miscellaneous Concrete and Asphalt Concrete Pavement include: (1) Sawcutting and removal, (2) Disposal offsite (3) Backfilling and compacting depressions with select material and (4) Furnishing all labor, materials, tools, equipment, grading and incidentals necessary for doing the work shall be considered as included in the contract **LUMP SUM** bid price for “DEMOLITION AND REMOVAL” and no additional compensation will be allowed therefore.

## **WATER POLLUTION CONTROL**

### **A DESCRIPTION**

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control," of the State Standard Specifications and these Special Provisions.

This project shall conform to the requirements of General Construction Activity Storm Water Permit No. CAS000002, Order No. 99-08-DWG, and Caltrans Statewide Storm Water Permit No. CAS000003, Order No. 99-06-DWG, issued by the State Water Resources Control Board. These permits, hereafter referred to as the "Permit," regulates storm water discharges associated with construction activities.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook and the Permit may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

As part of the permitting process, the CONTRACTOR shall administer a Water Pollution Control Plan (WPCP). Any additional work required for compliance with the requirements of the Storm Water Permit shall be performed by the CONTRACTOR and full compensation for conforming to these Special Provisions shall be considered as included in the various items of work involved and no additional compensation will be allowed therefore.

The CONTRACTOR shall prepare and submit a WPCP for review and approval to the City of Santa Cruz prior to being paid the first monthly progress payment. The WPCP shall be prepared by a Qualified SWPPP Practitioner. The CONTRACTOR shall not commence construction activity until the WPCP has been submitted and accepted by the City.

The CONTRACTOR is notified that the WPCP must be amended from time to time during construction to reflect actual construction practices.

The total price bid for completing and administering the WPCP shall include the cost of all documentation and administration for the entire contract period. The CONTRACTOR is totally responsible for the administration of the WPCP and WATER POLLUTION CONTROL work for the duration of this contract. Should the site be visited by inspectors from the Regional Water Quality Control Board, the CONTRACTOR shall pay all fines, if levied by the Board, and shall make all corrections to the site as deemed necessary by the Board and no additional compensation will be allowed.

The WPCP document shall not be construed to be a waiver of the CONTRACTOR's obligation to review and understand the State General Construction Activity Storm Water Permit before submitting a bid. By submitting a bid, the CONTRACTOR acknowledges satisfaction as to the requirements of the State General Construction Activity Storm Water Permit.

**B MEASUREMENT AND PAYMENT**

Full compensation for preparation and administering a STORM WATER POLLUTION PREVENTION PLAN (SWPPP) and performing all water pollution control work shall be included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

**BEST MANAGEMENT PRACTICE**

**A DESCRIPTION**

The Contractor's work shall conform to the requirements of the Construction Work - Best Management Practices (Chapter 4 of the Best Management Practices Manual for the City's Storm Water Management Program) published in July, 2004 and Erosion and Sediment Control Field Manual published by California Regional Water Quality Control Board, August 2002 edition, and addenda thereto issued up to, and including, the date of advertisement of the project. Copies of the Best Management Practices may be obtained from the Public Works Department, 809 Center Street, Santa Cruz, California 95060.

**B MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "BEST MANAGEMENT PRACTICE" including furnishing all labor, materials, equipment, tools and all incidentals shall be included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.



## **DUST CONTROL**

### **A DESCRIPTION**

Dust Control shall conform to the requirements in Section 10-5, "Dust Control," of the State Standard Specifications and these Special Provisions.

During the progress of work, the CONTRACTOR shall keep the entire job site free of dust. The CONTRACTOR shall remove spillage resulting from hauling operations along or across existing streets, roads, paths, or access routes immediately. All gutters shall be kept clear and free of obstructions. Any deviation from this practice must have the written approval from the Engineer.

The CONTRACTOR shall govern his operation and construction methods at all times so as to prevent any dust problems within the area of work, along haul routes or along adjacent properties, and shall provide water wagons, water, labor or any material or equipment required to provide adequate control of dust to the satisfaction of the City.

Dust problem is defined as any visible airborne particles within the project site, private property adjacent to the project site, and project haul routes that are a result of the CONTRACTOR's activities.

When airborne particles are visible and the City orders a dust control application, such work shall be performed immediately, or as directed by the City. If the dust application is not performed when requested by the City, City forces will do the work and the costs will be deducted from the CONTRACTOR's payment from any monies due to the CONTRACTOR.

Street sweepers with dust control systems will be allowed as an alternative for dust control on paved approaches to the project. Power brooms or other similar devices without dust control systems will not be allowed.

Any damage resulting from dust caused by the CONTRACTOR's activities shall be the complete and sole responsibility of the CONTRACTOR.

Before final acceptance of the work the CONTRACTOR shall carefully clean up the work area and premises, remove all surplus construction materials and rubbish of all kinds from the grounds that he has occupied and leave all in a neat condition.

### **B MEASUREMENT AND PAYMENT**

Full compensation for "DUST CONTROL" shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## CONSTRUCTION SURVEYING BY THE CONTRACTOR

### A DESCRIPTION

The Contractor shall perform all surveying and staking essential for the completion of the project in conformance with the plans and specifications, and shall perform all the necessary calculations required to accomplish the work.

The City will provide a Bench Mark and sufficient centerline points or references thereto, at the beginning of the project, to enable the establishment of the planned elevations and centerline by the Contractor.

### B MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "CONSTRUCTION SURVEYING BY THE CONTRACTOR" include furnishing all necessary personnel, equipment, transportation, and supplies to accomplish the work shall be included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## CLEARING AND GRUBBING

### A DESCRIPTION

Clearing and grubbing shall conform to the requirements in Section 17-2, "Clearing and Grubbing," of the State Standard Specifications and these Special Provisions.

All trees shall be preserved unless otherwise designated on the plans or marked for removal. The CONTRACTOR shall endeavor to protect those trees located within the construction easement from damage during the construction of new improvements. At a minimum, trees will require the installation of tree protection fencing during construction.

Tree trimming will be required only where it is necessary to clear construction equipment unless otherwise shown on the plans. All tree roots must be cut neat.

If tree roots greater than 2 inches in diameter that interfere with construction are encountered, the City Forester shall be called prior to cutting. **Where required or called out on the plans, stump grinding and/or cutting shall be done at a depth not to harm the remaining tree portions and shall be performed under the guidance of the City Forester, Leslie Keedy – (831) 420-5246.**

Prior to clearing and grubbing the CONTRACTOR shall locate, disconnect, relocate, and/or cap any existing irrigation system which will interfere with the construction. Contractor shall restore irrigation system after work is complete.

Any interference and/or damage to existing irrigation systems shall be repaired at the CONTRACTOR'S expense.

Miscellaneous items of work not specifically included in other contract bid items shall be considered as included in the lump sum price bid for "CLEARING AND GRUBBING." Such items include,

but are not limited to, minor demolitions, removals, relocations or abandonments as delineated on the plans or as directed by the Engineer in the field.

Burning will not be allowed.

All work performed must be approved by the City Forester, Leslie Keedy, (831) 420-5246.

## **B MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "CLEARING AND GRUBBING" including furnishing all labor, materials, equipment, tools and incidentals shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## **EARTHWORK**

### **A GENERAL**

Earthwork shall conform to the requirements in Section 19, "Earthwork," of the State Standard Specifications and these Special Provisions.

The requirement of the second paragraph of Section 19-5.03B, "Relative Compaction (95 percent)," of the State Standard Specifications, will be required only in the uppermost 6 inches of the subgrade.

In lieu of the tolerance specified in Section 19-1.03C, "Grade Tolerance," of the State Standard Specifications, the surface of the grading plane shall not be more than 0.05 foot above or 0.1 foot below the grade established by the Engineer.

Earthwork required for this project including all excavation of road base, all miscellaneous grading, and slopes shall be included in the contract unit bid price per square yard for "SUBGRADE PREPARATION" and no additional compensation will be allowed.

### **B SUBGRADE PREPARATION**

Upon removal of the existing improvements and the existing asphalt, and prior to subgrade excavation, the Contractor is to pothole the existing utility lines and adjust scarification requirements of the subgrade, if necessary, to protect existing utilities.

The Contractor shall compact the subgrade in accordance with the plans and the Special Provisions. At the discretion of the Engineer, he/she shall determine and coordinate the locations and frequencies of independent compaction testing of subgrades prior to construction. The subgrade shall be prepared in conformance to Section 19-5 "Compaction" of the State Standard Specifications. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of not less than ninety-five (95) percent for a depth of 6-inches below the top subgrade.

If unsuitable subgrade soils are discovered by the Engineer, they shall be removed and replace in accordance with the plans, Special Provisions, and as directed by the Engineer.

## **C STRUCTURE EXCAVATION & BACKFILL**

Structure excavation and backfill shall conform to the requirements in Section 19-3, "Structure Excavation and Backfill," of the Standard Specifications, these Special Provisions and the "Pipe Trench Detail" of the City of Santa Cruz.

All references to culvert or pipe excavation and culvert or pipe backfill on the plans shall be deemed to mean structure excavation and structure backfill, respectively, in the Standard Specifications and these Special Provisions.

Structure Backfill which is outside of the paved portions of the roadway, unless otherwise specified on the plans, shall be native material selected for its resistance to erosion.

Compaction Requirements: Structure backfill shall be compacted to 95% relative compaction.

Ponding and jetting will not be permitted.

No measurement and payment will be made for structural excavation and backfill for storm drain pipes, culverts, and retaining walls in the roadway, but shall be included in the various bid items and no additional compensation will be allowed.

## **D MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "EARTHWORK" including furnishing all labor, materials, tools, equipment and incidentals shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## **AGGREGATE BASE**

### **A DESCRIPTION**

Aggregate base shall conform to the requirements in Section 26, "Aggregate Bases," of the State Standard Specifications and these Special Provisions.

Aggregate Base shall be Class 2.

The combined aggregate shall conform to the grading specified for the 3/4-inch maximum aggregate.

The Contractor shall provide a Certificate of Compliance for each material delivery in accordance with Section 6, "Control of Materials," of the State Standard Specifications.

### **B MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "AGGREGATE BASE" including furnishing all labor, materials, tools, equipment and incidentals shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## ASPHALT CONCRETE

### A DESCRIPTION

Asphalt concrete for street and parking lot shall be **Type A**, and shall conform to the provisions in Section 39, "Asphalt Concrete," of the State Standard Specifications, Section 12, "Construction of Streets" of the City Standard Specifications and these Special Provisions. Asphalt shall be **AR 8000** paving asphalt.

Type A asphalt concrete for roadway surfacing and base repair shall be plant mixed surfacing and shall be used with a maximum aggregate size of  $\frac{3}{4}$  inch. The maximum aggregate size for the asphalt concrete top course shall be  $\frac{1}{2}$  inch.

Placement of asphalt concrete shall conform to Section 39-1.02B, "Materials" and 39-2.01C(2) "Spreading and Compacting Equipment", of the State Standard Specifications. The subgrade shall be prepared in conformance with Section 12.04, "Preparation of Subgrade" of the City Standard Specifications.

Asphalt concrete surfacing shall be spread and compacted in one or more layers; each layer shall not be more than 0.25 feet in compacted thickness.

Existing pavement to be resurfaced shall be prepared as detailed below:

- a. The Contractor shall set out "No Parking" signs as required in the section "Notification of Construction" prior to the paving day in order to prevent parking of automobiles along the street. Vehicles remaining on the street the day of the paving work (when properly posted **72 hours** in advance) shall be towed by a legal operator arranged for by the contractor.
- b. The Contractor shall sweep the street thoroughly with a power broom to remove all dirt and debris.

The Contractor shall provide a Certificate of Compliance for each material delivery in accordance with Section 6, "Control of Materials," of the State Standard Specifications. All weight slips will be collected by the City inspector on the job and will be the basis for payment. Payment will be made in accordance with Section 9 of the City Standard Specifications. No payment will be made for asphalt concrete not placed due to inclement weather, due to breakdown of equipment, improper preparation or improper temperature of paving surfaces, and improper temperature or poor quality of asphalt concrete.

### B AC CONFORM

This work consists of installing AC conform along the concrete gutters, complete in place, and shall include asphalt concrete, class 2 aggregate base and subgrade preparation, as detailed on the plans, the State Standard Drawings and these Special Provisions.

### C MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "ASPHALT CONCRETE" including furnishing all labor, materials, equipment, tools and incidentals and doing all work involved with placing asphalt concrete shall be included in the contract unit bid price per **TON** for "ASPHALT CONCRETE (TYPE A)" and no additional compensation will be allowed.

## **MISCELLANEOUS CONCRETE**

### **A DESCRIPTION**

Concrete curbs, gutters, curb ramps, sidewalks, retaining curbs, roadway and other miscellaneous concrete items shall conform to the requirements in Section 73, "Concrete Curbs and Sidewalks," of the State Standard Specifications, the Standard Drawings of the City of Santa Cruz and State of California Department of Transportation, and these Special Provisions.

### **B PCC CURB RAMP**

This work consists of installing curb ramps and driveway approaches as detailed on the plans, the State Standard Drawings and these Special Provisions.

"Wheelchair Ramp" shall be considered the same as "Curb Ramp" in the Standard Specifications and these Special Provisions. Detectable Warning Surfaces shall be installed with tiles matching inner and outer curb ramp radii. Size and quantity of tiles required per curb ramp will vary.

Each concrete curb ramp, installed and complete in place, shall include the ramp, retaining curbs, curb and gutter, detectable warning surface(s), class 2 aggregate base and subgrade preparation necessary to construct the ramp as shown on the plans or as directed by the Engineer. AC conform shall be included in other bid items.

### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "PCC CURB RAMP" including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid price per **SQUARE FOOT** for "PCC CURB RAMP", and no additional compensation will be allowed.

### **C PCC CURB AND GUTTER**

This work consists of installing concrete curb and gutter, class 2 aggregate base and subgrade preparation, as detailed on the plans, the City Standard Details, and these Special Provisions.

Concrete gutters shall be water tested for drainage before acceptance. The maximum deviation from a true grade shall not result in ponding water for a depth exceeding 0.02 foot except as directed and approved by the Engineer.

### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "PCC CURB AND GUTTER AND SIDEWALK" including furnishing all labor, materials, tools, equipment and incidentals shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

### **D TRAFFIC ISLAND**

Traffic islands shall be constructed as detailed on the plans and these Special Provisions.

Color concrete traffic islands shall be integral colored. Integral color admixtures shall conform to “Color Flo” for “Color Select” liquid dispensing system by Solomon Colors or approved equal. The color shall be Davis Color Terra Cotta. The rate of application shall be in accordance with the manufacturer’s direction. A hexagon stamp shall be used and applied to new color concrete traffic islands.

Traffic island curbs shall be painted white and shall have Type G Marker as detailed on the plans. Traffic islands with no City Standard Posts installed shall have a Caltrans Type Q (CA) object marker installed.

## **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “TRAFFIC ISLAND” including furnishing all labor, materials, equipment, tools and incidentals and doing all work involved with installing traffic island, including forming and doweling, painting curbs, marker installation and color concrete installation shall be included in the contract unit bid price per **SQUARE FOOT** for “TRAFFIC ISLAND” and no additional compensation will be allowed.

## **REINFORCEMENT**

### **A GENERAL**

Reinforcement shall conform to the requirements of Section 52, “Reinforcement” of the State Standard Specifications, the City Standard Details, and these Special Provisions.

### **B DESCRIPTION**

This work involves all installations of steel bars and dowels for reinforcement of concrete improvements as shown on the plans, in the Standard Drawings of the City of Santa Cruz and State of California Department of Transportation and these Special Provisions.

### **C MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “REINFORCEMENT” including furnishing all labor, materials, equipment, tools and incidentals shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

## **ROADWAY SIGNS AND POSTS**

### **A GENERAL**

Roadway signs shall conform to the requirements of Section 82, “Signs and Markers” of the State Standard Specifications and these Special Provisions.

All sign, sign post, and delineator installations shall conform to City of Santa Cruz Standard Detail and the 2014 California Manual on Uniform Traffic Control Devices (CA MUTCD).

### **B REMOVE EXISTING SIGN AND POST**

This work shall include the removal of existing signs and posts as shown on the plans.

Removed posts and foundations shall become the property of the Contractor. Holes left in sidewalks must be patched to meet ADA otherwise sidewalk flag from score line to score line shall be replaced.

#### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “REMOVE EXISTING SIGN AND POST” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid price per **EACH** for “REMOVE (E) SIGN” and no additional compensation will be allowed.

### **C INSTALL NEW SIGNS**

This work shall include the installation of new signs as shown on the plans. Location of signs shall be approved by the Engineer prior to installation.

Signs shall have diamond grade reflective sheeting and shall have anti-graffiti coating.

The Contractor shall submit a cut sheet of all signs to the Engineer for review and approval.

#### **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “INSTALL NEW SIGNS” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

**INSTALL (N) R1-1 SIGN (STOP) (30” x 30”) shall be measured and paid for by the EACH.**

**INSTALL (N) R1-3P SIGN (ALL WAY) (12” x 6”) shall be measured and paid for by the EACH.**

### **D INSTALL NEW CITY STANDARD POSTS**

This work shall include the installation of new city standard posts as shown on the plans. Location of posts shall be approved by the Engineer prior to installation.



Contractor shall core and provide a sleeve for all new city standard posts, as shown on the plans.

## **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “INSTALL NEW CITY STANDARD POSTS” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid price per **EACH** for “INSTALL (N) CITY STANDARD POST” and no additional compensation will be allowed.

## **MARKINGS AND COATINGS**

### **A GENERAL**

Markings and coatings shall conform to the requirements of Section 84, "Markings" and Section 78, “Incidental Construction” of the State Standard Specifications and these Special Provisions.

### **B REMOVAL – TRAFFIC STRIPES AND PAVEMENT MARKINGS**

This work shall include the removal of existing traffic striping, pavement markings and raised pavement markers (RPM) as shown on the plans. Removal of traffic striping, pavement markings and RPMs shall conform to the requirements of Section 84-9 “Existing Markings” of the State Standard Specifications and these Special Provisions.

Traffic striping and pavement markings shall be ground from the existing pavement and removed as shown on the plans or as directed by the Engineer.

## **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “REMOVAL – TRAFFIC STRIPES AND PAVEMENT MARKINGS” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

**GRIND THERMOPLASTIC STRIPE/LEGEND** shall be measured and paid for by the **LUMP SUM**.

### **C THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS**

This work shall include placing thermoplastic traffic stripes and pavement markings, including the preparing and priming existing pavement surface as shown on the plans.

Thermoplastic Traffic Stripes (traffic lines), Paint and Pavement Markings shall conform to the provisions in 84-2, “Traffic Stripes and Pavement Markings”, of the State Standard Specifications and these Special Provisions.

During striping operations, the CONTRACTOR shall use traffic control as specified in the section entitled “Maintaining Traffic” of these Special Provisions.

The State Specification No. for Glass beads in Section 84-2.02, "Materials", of the State Standard Specifications is amended to read "8010-21C-22 (Type II)". Thermoplastic Material shall conform to the requirements of State Specification No. 8010-21C-19.

The entire project shall use thermoplastic for traffic stripes and pavement markings. Thermoplastic material shall be applied at a minimum thickness of 30 mil (0.030 inches) for longitudinal line and 125 mil (0.125 inches) for transverse line and legend.

The CONTRACTOR shall furnish and apply thermoplastic pavement striping and pavement markings as shown on the Plans or where directed by the Engineer. Placement of striping, markings, and markers shall conform to the requirements of the California Department of Transportation Traffic Manual.

The CONTRACTOR shall be responsible for the completeness and accuracy of all layout alignment and spotting. The Engineer shall review and approve the striping layout before the final striping occurs.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the stripe is thoroughly dry.

Raised Pavement Markers shall be per Section 81-3 "Pavement Markers" of the Standard Specifications and these Special Provisions.

Raised pavement markers shall be installed per the pavement delineation patterns of the current State Traffic Manual.

Epoxy shall conform to the provisions of Section 95, "Epoxy", of the State Standard Specifications and these Special Provisions.

## **MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS" including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

**CROSSWALK – 12" WHITE THERMOPLASTIC STRIPE**, shall be measured and paid for by the **LINEAR FOOT**.

**LIMIT LINE – 12" WHITE THERMOPLASTIC STRIPE**, shall be measured and paid for by the **LINEAR FOOT**.

**THERMOPLASTIC TRAFFIC STRIPE – DETAIL 22**, shall be measured and paid for by the **LINEAR FOOT**.

**THERMOPLASTIC TRAFFIC STRIPE – DETAIL 29**, shall be measured and paid for by the **LINEAR FOOT**.

**STOP LEGEND**, shall be measured and paid for by the **EACH**.

**RR LEGEND**, shall be measured and paid for by the **EACH**.

**DAYLIGHT STRIPES – 8” WHITE THERMOPLASTIC STRIPE**, shall be measured and paid for by the **LINEAR FOOT**.

**D RED PAINT ON CONCRETE CURB**

Red paint on concrete curb shall conform to the requirements of Section 78-4.03 “Painting Concrete” of the State Standard Specifications and these Special Provisions. Curbs shall be painted as shown on the plans or as directed by the Engineer.

**MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “RED PAINT ON CONCRETE CURB” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid price per **LINEAR FOOT** for “RED PAINT ON CONCRETE CURB” and no additional compensation will be allowed.

**CAST-IN-PLACE/SURFACE APPLIED DETECTABLE WARNING SURFACE TILES**

**A DESCRIPTION**

This Section specifies furnishing and installing cast-in-place and surface applied tactile tile modules where indicated.

Detectable Warning Surfaces shall be installed per plan with tiles matching inner and outer curb ramp radii. Size and quantity of tiles required per curb ramp will vary.

**B CAST-IN-PLACE AND SURFACE-APPLIED TILES**

Detectable warning surface tiles installed on new concrete curb ramps as shown on the plans shall be Armor-Tile Vitrified Polymer Composite (VPC) Cast-In-Place Tactile Tile or approved equal and shall be installed in accordance to the manufacturer’s direction.

Where shown on the plans, surface-applied detectible warning surface tiles shall be Armor-Tile Vitrified Polymer Composite (VPC) Surface Applied Concrete Tactile Tile or approved equal and shall be installed in accordance to the manufacturer’s direction. Grind existing concrete so that the edges of the surface-applied detectible warning surface tile are flush with the concrete surface.

**C PRODUCT SPECIFICATIONS**

Product Data: Submit manufacturer’s literature describing products, installation procedures and routine maintenance.

Samples for Verification Purposes: Submit tile samples minimum 6”x8” of the kind proposed for use.

Maintenance Instructions: Submit copies of manufacturer’s specified maintenance practices for each type of tactile tile and accessory as required.

**Quality Assurance**

Provide cast-in-place and surface applied tactile tiles and accessories as produced by a single manufacturer.

Installer's Qualifications: Engage an experienced Installer certified in writing by tactile manufacturer as qualified for installation, who has successfully completed tile installations similar in material, design, and extent to that indicated for Project.

Americans with Disabilities Act (ADA): Provide tactile warning surfaces which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title 49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES.

California Code of Regulations (CCR): Provide only approved DSAAC detectable warning products as provided in the California Code of Regulations (CCR). Title 24, Part 1, Articles 2, 3 and 4 and Part 2, Section 205 definition of "Detectable Warning". Section 1127B.5 for "Curb Ramps" and Section 1133B.8.5 for "Detectable Warnings at Hazardous Vehicle Area's".

Vitrified Polymer Composite (VPC) cast-in-place tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide particles in the truncated domes. The tile shall incorporate an in-line dome pattern of truncated domes 0.2" in height, 0.9" diameter at the base, and 0.4" diameter at top of dome spaced 2.35" nominal as measured on a diagonal and 1.70" nominal as measured side by side. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045" high, per square inch; "Armor-Tile" as manufactured by Engineered Plastics Inc., Tel: 800-682-2525, or approved equal.

Dimensions: Tile Assemblies shall be held within the following dimensions and tolerances:

Length and Width:	24" nominal
Depth:	0" ± 5% max.
Face Thickness:	1875 ± 5% max.
Warpage of Edge:	5% max.

Water Absorption of Tile when tested by ASTM-D 570 not to exceed 0.35%.

Slip Resistance of Tile when tested by ASTM-C 1028 the combined wet/dry static co-efficient of friction not to be less than 0.90 on top of domes and field area.

Compressive Strength of tile when tested by ASTM-D 695-91 not to be less than 18,000 psi.

Tensile Strength of Tile when tested by ASTM-D 638-91 not to be less than 10,000 psi.

Flexural Strength of Tile when tested by ASTM - C293-94 not to be less than 24,000 psi.

Chemical Stain Resistance of Tile when tested by ASTM-D 543-87 to withstand without discoloration or staining - 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint.

Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM-D 2486\* with reciprocating linear motion of 37 ± cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton

Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block to be 3.2 lb. Average wear depth shall not exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.

Fire Resistance: When tested to ASTM E84 flame spread be less than 25.

Gardner Impact to geometry “GE” of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450 in. 1bf/in. A failure is noted if a hairline fracture is visible in the specimen. Accelerated Weathering of Tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result - no deterioration, fading or chalking of surface of tile.

Vitrified Polymer Composite (VPC) Cast-In-Place Tiles embedded in concrete and VPC Surface Applied Tiles adhered to concrete shall meet or exceed the following test criteria:

Accelerated Aging and Freeze Thaw Test of Tile when tested to ASTM-D 1037 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other defects.

Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B 117 not to show any deterioration or other defects after 100 hours of exposure.

Tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy wrappings, and tile type shall be identified by part number.

### **Guarantee**

Cast-in-place tactile tiles shall be guaranteed in writing for a period of one year from date of final completion. The guarantee includes defective work, breakage, deformation, and loosening of tiles.

### **Products**

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

The Vitrified Polymer Composite (VPC) Cast-In-Place Tactile Tile and VPC Surface Applied Concrete Tactile Tile specified is based on Armor-Tile manufactured by Engineered Plastics Inc. (800-682-2525) or approved equal. Existing engineered and field tested products which are subject to compliance with requirements, may be incorporated in the work and shall meet or exceed the specified test criteria and characteristics.

Color: Yellow conforming to Federal Color No. 33538. Color shall be homogeneous throughout the tile.

## **C MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of “CAST-IN-PLACE DETECTABLE WARNING SURFACE TILES” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid price per **SQUARE FOOT** for DETECTABLE WARNING SURFACE TILE (CAST IN PLACE)” and no additional compensation will be allowed.

## **TRAFFIC CONTROL DEVICES**

### **A GENERAL**

Traffic control devices shall conform to the requirements of Section 81, "Traffic Control Devices" of the State Standard Specifications and these Special Provisions.

### **B MOUNTABLE CURB AND POST**

The work shall consist of installation of "Pexco FG 300" or approved equal as shown on the plans, described in the manufacturer's specifications, and as directed by the Engineer.

### **C RUBBERIZED SPEED BUMP**

The work shall consist of installation of "TreeTop Products Premium Recycled Rubber Speed Bumps" or approved equal as shown on the plans, described in the manufacturer's specifications, and as directed by the Engineer. The speed bump shall be 4' and bolted to the ground.

### **D MEASUREMENT AND PAYMENT**

Full compensation for conforming to the requirements of "TRAFFIC CONTROL DEVICES" including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

**CURB AND POST, PEXCO FG 300, WHITE** shall be measured and paid for by the **EACH**

**INSTALL (N) RUBBERIZED SPEED BUMP** shall be measured and paid for by the **EACH**