MST BUS STOP BULB OUT AT INTERSECTION OF SAN PABLO AVENUE AND NOCHE BUENA STREET

City Project No. XXXXX

Approved by: Nisha Patel, P.E.
City Engineer

CITY OF SEASIDE
Department of Public Works
July 26, 2023
PROJECT NO.: XXXX
The Technical Specifications contained herein have been prepared by or under the direction of the following Registered Person:

CIVIL

_________________________________________________________
Frank Lopez, P.E.
Registered Civil Engineer, CA 74581, Exp. 12/31/2023
Harris & Associates, Inc.

07/26/2023
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PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City's Deputy City Manager – Administrative Services, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until 2:00 pm on Month, Day, 2023, at which time all bids will be publicly opened and read aloud.

The scope of the work will consist of all labor, material, equipment and services necessary to complete the work identified in plans titled **MST BUS STOP BULB OUT AT INTERSECTION OF SAN PABLO AVENUE AND NOCHE BUENA STREET** and in the specifications, including but not limited to:

- The work includes, but is not necessarily limited to, the furnishing of all labor, materials, equipment, and services necessary for, and reasonably incidental to paving, reconstructing concrete curb, gutter & sidewalk, curb ramps., curb extensions, and signing and striping, as shown or indicated in the Drawings and Specifications. The project is located at various streets within City of Seaside, Monterey County.

A mandatory pre-bid conference shall be held on Month Day, 2023 at 2:00 pm, at the Council Chambers, 440 Harcourt Avenue, Seaside, CA 93955. Due to COVID-19 and current social distancing and public gathering requirements, the City may be required to change the in person mandatory pre-bid conference meeting to a telephone/video conference call. Bidder is responsible to check the City’s website where the project is advertised to be aware of any updates to the status of the meeting.

Copies of the Bid Documents will be available for free on the City’s website at www.ci.seaside.ca.us or can be purchased from the City of Seaside Public Works office: 440 Harcourt Avenue, Seaside, CA 93955; by telephone - (831) 899-6825. There is a nonrefundable fee of $150.00 charged for the plans and specifications and an additional $15.00 mailing fee to be paid in advance of mailing.

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

Bidders are required to sign and submit the bid forms provided in the Proposal and Contract book. No bid will be considered unless it is made on a proposal form furnished by the City and is accompanied by a bid bond for ten percent (10%) of the bid amount. The successful bidder shall furnish a Labor and Materials Bond, a Performance Bond, and a Surety Bond. The successful bidder will be required to secure a City Business License before commencing work on the project and must possess a Class A General Contractors license or a combination of Class C-8 7 C-12 Licenses at the time the contract is awarded.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Monterey County, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations’ Internet web site at http://www.dir.ca.gov.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bidders are responsible to check the website (www.ci.seaside.ca.us/bids) prior to the Bid opening to obtain any addenda information. Submittal of a signed Bid shall be evidence that the Bidder has obtained this information and that the Bid is based on any changes contained therein.
Notice is also hereby given that all Bidders may be required to furnish a sworn statement of their financial responsibility, technical ability and experience before award is made to any particular Bidder.

Provision is made for security substitution on payment withholdings as provided in Public Contract Code Sections 22200 and 22300.

The City reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid proposal.

CITY OF SEASIDE
Public Works Department

/s/
Nisha Patel, PE                     Date
City Engineer
CITY OF SEASIDE
Special Provisions Volume I

MST BUS STOP BULB OUT AT INTERSECTION OF
SAN PABLO AVENUE AND NOCHE BUENA STREET

SECTION 1. SPECIFICATIONS AND PLANS

1.01 GENERAL. The work embraced herein shall be done in accordance with these special provisions and the Standard Specifications of the State of California Department of Transportation dated 2018 sections 1-99, insofar as the same may apply, which specifications are hereinafter referred to as the "Standard Specifications."

Whenever in these special provisions attention is directed to specific portions of the Standard Specifications, such direction is not exclusive and shall not be interpreted as excluding other applicable provisions of said specifications.

The following General Provisions of the Standard Specifications do not apply:

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In the event of conflict in the contract documents, the order of precedence shall be as follows:

1. Governing ranking of Contract parts in descending order is:
   1.1. Permits and licenses
   1.2. Project Plans
   1.3. Special Provisions
   1.4. Supplemental project information
   1.5. Revised Standard Specifications
   1.6. Standard Specifications
   1.7. Revised Standard plans
   1.8. Standard Plans

2. Written numbers and notes on a drawing govern over graphics
3. Detail drawing governs over a general drawing
4. Specific specification governs over a general specification
5. Specification in a section governs over a specification referenced by that section
1.02 DEFINITIONS AND TERMS.

Specifications: Standard specifications, revised standard specifications, and special provisions.

1. standard specifications: Specifications standard to Caltrans construction projects. These specifications are in a book titled *Standard Specifications, State of California, California State Transportation Agency, Department of Transportation*, dated 2018 published by the California Department of Transportation.

2. revised standard specifications: New or revised standard specifications. These specifications are in a section titled *Revised Standard Specifications* of a book titled “Contract Documents, Plans and Special Provisions.”

3. special provisions: Specifications specific to the project. These specifications are in sections titled “Special Provisions Volume I” and “Special Provisions Volume II” of a book titled “Contract Documents, Plans and Special Provisions”.

Whenever in the Standard Specifications, the terms “State of California,” “Department of Transportation,” “Director,” “Division of Highways,” “Chief Engineer,” “Engineer,” or “Laboratory” are used, the following terms shall be substituted therefore and any reference to any of the above terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

“State of California,” substitute “City of Seaside.”
“Department of Transportation” -- the “Seaside City Council.”
“Director”-- the “Seaside City Manager.”
“Division of Highways”-- the “Public Works Department of the City of Seaside.”
“Engineer” or “Chief Engineer”-- the “City Engineer,” acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
“Laboratory”-- the contract laboratory of the City of Seaside or such other laboratory as may be authorized by the City to test materials and work involved in the contract.

1.03 CONTRACTOR’S COPIES OF CONTRACT DOCUMENTS.

The Engineer will supply the Contractor with two (2) full-size sets and one pdf set of contract documents that include the plans and specifications. Maintain at least one complete set of plans and specifications at the site of construction in good condition and at all times available to the Engineer. Additional copies of the contract documents, if required, can be furnished by the Engineer at the cost of reproduction.

1.04 PAYMENT. Full compensation for work specified in the Special Provisions Volume I are included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL. The bidder’s attention is directed to the provisions in Section 2, “Bidding,” of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid. Proposal forms are provided in a separate book entitled Book 2 “Contract Documents” for MST Bus Stop Bulb Out at Intersection of San Pablo Avenue and Noche Buena Street.

The Bidder’s Bond Statement mentioned in the last paragraph in Section 2-1.34, “Bidder’s Security” of the Standard Specifications will be found following the signature page of the Proposal in the Proposal and Contract Book.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening may subject the bidder to a determination of the bidder’s responsibility in the event it is the apparent low bidder on a future public works contract.

2.02 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

(1) A cumulative increase if $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
(2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
(3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE). Federal aid projects must comply with the requirements of section 2-1.12 of the Standard Specifications.

2.04 EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE. The bidder shall examine carefully the site of the work contemplated and the proposal, specifications, and contract forms therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of the specifications, these special provisions, and the contract.

If any party contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or proposed contract documents, or finds discrepancies in or omissions from the specifications, shall submit to the City a written request for an interpretation or correction thereof. The party submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents prior to bid opening will be made only by addendum duly issued, and a copy of such addenda will be mailed to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents. No request will be reviewed or heard within seventy-two (72) hours of bid opening.

The bidder shall perform or make any investigations or studies he deems necessary to evaluate the site conditions and bid on the construction operations necessary to complete the project under this Contract. No additional compensation will be made for such investigations. All investigations shall be coordinated with the City and shall be subject to all applicable City standards and ordinances.

2.05 PROPOSAL FORMS. All proposals shall be made upon the forms obtained from the City. Proposals submitted on forms other than those issued by the City will be disregarded. All bids shall be presented under sealed cover, plainly marked “Proposal” and identifying the project name and number.

2.06 REJECTION OF PROPOSALS CONTAINING ALTERATIONS ERASURES, OR IRREGULARITIES. Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

2.07 PROPOSAL GUARANTY. All bids shall be accompanied by cash, cashier’s or certified check, or by bidder's bond made.
payable to the City of Seaside and executed as surety by some corporation authorized to issue surety bonds in the State of California, for an amount equal to at least ten percent of the total bid amount. No bid shall be considered unless cashiers’ or certified check, or bidder’s bond is enclosed therewith.

2.08 *WITHDRAWAL OF PROPOSAL.* Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid, is filed with the City Engineer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

2.09 *PUBLIC OPENING OF PROPOSALS.* Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents and the public are invited to be present.

2.10 *DISQUALIFICATION OF BIDDERS.* The City will not consider more than one proposal from an individual, firm, or partnership, a corporation, or an association under the same or different names. A Contractor may be interested in one bid as prime Contractor and another as subcontractor, providing no collusion exists. Proposals in which the prices are unbalanced may be rejected.

2.11 *COMPETENCY OF BIDDERS.* No bid will be accepted from or contract awarded to a Contractor to whom a proposal form has not been issued by the Engineer or who has not successfully performed on projects of similar character and scope of proposed construction. Submit a completed Bidder’s Information Statement with your proposal using the form provided by the City.

2.12 *PERMITS AND LICENSES.* Comply with Section 5-1.20B, “Permits, Licenses, Agreements, and Certifications,” of the Standard Specifications and these special provisions.

Additionally, Contractor must:
- Hold a valid City of Seaside business license for the duration of this contract.
- Possess a Class A General Contractors License, or a combination of Class C-8 & C-12 Contractors License
- Obtain all applicable permits at no additional cost to the City
- Obtain City of Seaside no-fee encroachment permit
SECTION 3. AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL. The bidder’s attention is directed to the provisions in Section 3, “Contract Award and Execution,” of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: 440 Harcourt Avenue, Seaside, CA 93955

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Public Works, 440 Harcourt Avenue, Seaside, CA 93955.

3.02 AWARD OF CONTRACT. The City reserves the right to reject any or all bid proposals and to waive minor irregularities or informalities in any bonds or in any proposals. Bids are required for all the work including bid alternate packages. The award of contract, if awarded, will be made within sixty calendar days to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3.03 CONTRACT BONDS. The successful bidder shall furnish three separate bonds: a performance bond, a labor and materials bond and a surety bond. Each of the said bonds shall be executed in a sum equal to one hundred percent of the Contract price and issued by a bonding company with an A.M. Best rating of A- or better, or instrument of credit.

- Performance Bond: This bond shall guarantee the faithful performance of said contract by the Contractor. The performance bond will be held until final acceptance of the project.

- Labor and Materials Bond: This bond shall be furnished as required by the terms of Division 3, Title 15, Chapter 7, Section 3247, et seq. of the Civil Code of the State of California. The Labor and Materials bond shall be held until final acceptance of the project.

- Surety Bond: This bond shall serve as surety for the guaranty requirements, as follows: The successful bidder shall unconditionally guarantee the materials for a period of one year from the date of recording of the notice of completion. The guarantee shall cover one hundred percent of all costs of repairs within this one-year period, including all costs of labor, materials, equipment and incidentals.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material suppliers, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required as is considered necessary considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignees of the Contractor until such bond or bonds or additional surety have been furnished.

3.04 EXECUTION OF CONTRACT. Attention is directed to the provisions in Section 3-1.18 “Contract Execution” of the Standard Specifications. The contract shall be signed by the successful bidder and returned, together with the contract bonds, copies of insurance policies, and Certificates of Insurance within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

3.05 FAILURE TO EXECUTE CONTRACT. Failure to execute a contract and file acceptable bonds within five calendar days after receiving notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the contract, the City Council may award the contract to the second lowest responsible bidder. On the refusal or failure of the second or third lowest responsible bidder to whom such contract is so awarded to execute the same, such bidder’s guaranty shall be likewise forfeited to the City. The work may then be re-advertised or may be constructed by day labor as the City Council may decide.
3.06 RETURN OF PROPOSAL GUARANTIES. Within ten days after the award of contract, the City will return the proposal guaranties accompanying such of the proposals as are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidder whose proposal they accompany.

3.07 INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City’s boards, officers, employees, agents, assigns, and successors in interest through legal counsel reasonably acceptable to the City, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. Without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City’s active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

3.08 RESPONSIBILITY FOR DAMAGE AND INSURANCE. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits shall be no less than $2,000,000 per occurrence for all covered losses and no less than $4,000,000 general aggregate.

Contractor’s policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:
- Explosion, collapse or underground hazard (XCU)
- Products and completed operations.
- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than $1,000,000 per accident for all covered losses.

3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than $1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop-down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000 per occurrence and aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII.
Contractor and City agree as follows:

1. Contractor agrees to endorse the third-party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this agreement to do likewise.

2. Any waiver of subrogation express or implied on the part of City to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this agreement, to do likewise.

3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.

4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project(s) contemplated by this agreement is intended to be construed to limit the application of insurance coverage in any way.

5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g., elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of City, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.

8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this agreement to do likewise.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to City.

10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Contractor agrees that all layers of third-party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third-party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.

14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.

15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.

17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the city, and to require all subcontractors and any other person or entity involved in the project contemplated by this agreement to do likewise.

18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive.

19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.

21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers working on this project through Contractor. City shall determine the liability limit.
SECTION 4. PROSECUTION AND PROGRESS

4.01 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 Standard Specifications.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued by the City of Seaside. This work shall be diligently prosecuted to completion before the expiration of 15 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay liquidated damages to the City of Seaside, the sum of $5,400 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Upon written request of the Contractor, the Engineer will add one day to the contract completion date for each working day that in the judgment of the Engineer work cannot be performed to the specifications herein due to inclement weather conditions. The Contractor shall submit such delay request to the Engineer no later than 9:00 a.m. on the workday in question.

4.02 PRECONSTRUCTION CONFERENCE. Prior to or in conjunction with issuance of the Notice to Proceed, a preconstruction conference will be held for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, schedule, traffic control, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

At or before the preconstruction conference, submit to the Engineer a “letter of responsibility” on company letterhead indicating (1) the names and phone numbers of at least three different persons who shall be available to be contacted in case of emergency at any time during the term of the contract. (said persons must have decision-making authority within the company); and (2) the name and title of each of your officials who will be authorized to sign contract change orders, daily extra work reports, and the final pay estimate.

Weekly meetings will be scheduled by the City at the discretion of the City during the pre-construction phase and during the construction phase.

4.03 SUBCONTRACTORS. In the event that the bidder proposes to subcontract any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total amount of bid, he shall complete the form included in the proposal showing the name and location of the place of business of each subcontractor and the portion of the work to be done by such subcontractor. The purchase of sand, gravel, crushed rock, batched concrete, aggregates, ready-mixed concrete and/or any other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by means of vehicles owned and operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these special provisions.

4.04 SCHEDULE. A detailed progress schedule identifying the critical path method (CPM) shall be submitted for approval at the scheduled pre-construction meeting. Schedule must comply with the requirements of Section 8-1.02 “Schedule” of the Standard Specifications.

4.05 SUSPENSION OF CONTRACT. Attention is directed to Section 8-1.13, “Contractor’s Control Termination” of the Standard Specifications for requirements regarding suspension of contract.

4.06 RESOLUTION OF CONSTRUCTION CLAIMS. “Claim” means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, (3) an amount the payment of which is disputed by the City. This section applies to all public works claims of three hundred seventy-five thousand dollars [$375,000] or less. For any claim subject to this section, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

2. For claims of less than fifty thousand dollars the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.
3. For claims of over fifty thousand and less than or equal to three hundred seventy-five thousand dollars the owner shall respond in writing to all written claims within 60 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

4. If the claimant disputes the owner's written response or the City fails to respond within the time prescribed, the claimant may so notify the City in writing either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

5. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 [commencing with Section 900] and Chapter 2 [commencing with Section 910] of Part 3, Division 3.6, Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subsection (1) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(1) Within 60 days, but no earlier than 30 days, following the filing of response pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

(2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, Article 3 [commencing with Section 2016] of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, [A] arbitrators shall, when possible, be experienced in construction law, and [B] any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

4.07 MEASUREMENT AND PAYMENT. Measurement and payment shall conform to the applicable provisions of Section 9 of the Standard Specifications, except as the referenced section is modified herein.

The City does not share costs. You are responsible for the entire cost of flagging and BMP maintenance.

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

The estimated quantity for each item of work designated as (F) in the Engineer's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by the computations, based on details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity-based computation does not
equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer’s Estimate.

4.08 PROGRESS PAYMENTS. Attention is directed to Section 9-1.16, “Progress Payments,” of the Standard Specifications.

After acceptance of the contract pursuant to the provisions in Section 9-1.17, “Payment After Contract Acceptance,” of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

The City shall retain five percent of such estimated value of the work done as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall pay monthly to the Contractor while carrying on the work the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than Three hundred dollars. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

The City of Seaside, by and through the appropriate officer or officers, may at its option and at any time retain out of any amounts due the Contractor sufficient to cover any unpaid claims provided that sworn statements of said claims shall have been filed in the office of the City Engineer.

No progress payments will be made for any materials on hand which are furnished but not incorporated in the work.

4.09 FINAL PAYMENT. Within fifteen days after the completion of the work, make a semi-final estimate in writing of the final quantities of work done under the contract and the value of such work and submit such estimate to the Engineer. The City will retain five percent of such estimated value of the work done and will pay to the Contractor the balance not retained as aforesaid after deducting therefrom all amount to be kept and all amounts to be retained under the provisions of the contract.

Within fifteen days after submission to the City of the semi-final estimate, submit to the Engineer your written statement of all claims for additional compensation due under the contract. Claim statements must comply with the requirements of Section 9-1.17D(2), “Claim Statement” of the Standard Specifications.

Upon your approval, or if you file no claims within said period of fifteen days, the Engineer will issue a final written estimate, and the City will pay you the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept or retained under the provisions of the contract. If you, within said period of fifteen days, file claims, the Engineer will then consider and investigate such claims, and will make such revision in the final quantities as he may find to be due, and will then make and issue a final written estimate. The City will pay the amount so found due, after deducting therefrom all previous payments and amounts to be retained under the provisions of the contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

Payment on the final estimate shall not be due and payable in less than thirty-five days after the date of recording of the notice of completion in the county recorder's office.

The City, by and through the appropriate officer or officers may at its option and at any time retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims provided that sworn statements or said claims shall have been filed in the Public Works Department.

Attention is directed to Section 5.06, “Prompt Payments,” of these Special Provisions.

4.10 CLEANUP. Attention is directed to Section 4-1.13, "Cleanup," of the Standard Specifications. Ensure that all vehicles leaving the site area are in a condition so that no dirt or debris will be spilled upon the City's streets or highways. Full compensation for all cleanup work is considered included in the various contract bid items, and no additional payment will be made therefor.

4.11 HOURS OF WORK. The hours of construction shall be begin at 8:00 am and end at 5:00 pm Monday through Friday. No work except maintenance of the traveled way or maintenance of completed work shall be performed on Saturday, Sunday or legal
holidays without prior written approval of the Engineer. Perform overtime and shift work only when approved by the Engineer. You must pay the City’s costs for inspection and management of overtime and shift work.

4.12 PUBLIC NOTIFICATION. Prior to beginning work and during the course of the work, deliver notices to each business and resident adjacent to the project area, and to residents of adjacent streets that may have access restricted during construction. Submit notices and proposed delivery schedule for each at the pre-construction conference. Notices in English and Spanish shall be posted as door hangers at each address at least one month prior to the work and within two (2) weeks of restricting access. Notice must include a brief description of the work, estimated duration of access restriction, and names, email addresses and mobile phone numbers for Contractor’ Project Superintendent and City contact representatives.

In addition to obtaining approval from the Seaside Police and Fire Departments in compliance with the Public Safety section of these special provisions, notify the United States Post Office (831.394.6329), Sand City & Seaside Waste Management (831.384.5000) and Monterey-Salinas Transit (831.899.2555) by telephone two workdays prior to implementing street and lane closures for this project.

Full compensation for providing public notification shall be considered as included in the contract lump sum price paid for "Mobilization," and no separate payment will be made therefor.
SECTION 5. GENERAL

5.01 LABOR NONDISCRIMINATION. Comply with the requirements of Section 7-1.02(2) “Nondiscrimination,” of the Standard Specifications.

5.02 PREVAILING WAGE. The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in “General Prevailing Wage Determinations made by the Director of Industrial Relations” (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIR’s website at http://www.dir.ca.gov/. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. The City will include a copy of the applicable State prevailing wage rates with the contract.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

5.03 PUBLIC SAFETY. The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

A. Excavations--The near edge of the excavation is 12 feet or less from the edge of the lane, except:
   1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
   2. Excavations less than 1 foot deep.
   3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
   4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
   5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
   6. Excavations protected by existing barrier or railing.

B. Temporarily Unprotected Permanent Obstacles--The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

C. Storage Areas--Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section “Public Safety” and in Section 7-1.04, “Public Safety,” of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:
<table>
<thead>
<tr>
<th>Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)</th>
<th>Work Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Over 45 Miles Per Hour</td>
<td>Within 6 feet of a traffic lane but not on a traffic lane</td>
</tr>
<tr>
<td>35 to 45 Miles Per Hour</td>
<td>Within 3 feet of a traffic lane but not on a traffic lane</td>
</tr>
</tbody>
</table>

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

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

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

In addition to any other measures pursuant to the provisions of Section 7-1.04, “Public Safety,” of the Standard Specifications, your attention is directed to the following special provisions. Maintain access to all fire hydrants within the project area to the satisfaction of the Seaside Fire Department. Obtain their written approval prior to using any hydrant within the City of Seaside.

When constructing curb ramps at an intersection, the Contractor must provide safe passage to all pedestrians around the area of work at all times. The Contractor must use the latest California MUTCD standards when determining the number of curb ramps that can be constructed at once at the intersection.

Construction is within City owned right-of-way, and you must make provisions for the safe passage of public traffic through the necessary portions of the work at all times, unless full closure of the right-of-way is required and authorized by the Engineer.

Maintain access to adjacent parking areas by motor vehicles at all times, and make provisions for the safe passage of pedestrians around walkway and parking areas at all times.

Prior to the closure of any portion of a street, written approval shall be obtained from the Seaside Fire Department (831.899.6790), the Seaside Police Department (831.899.6280), and the Engineer. Fire and Police Departments shall immediately be notified when such street is reopened. Keep the City police and fire departments informed of obstructions in either public or private roads caused by reason of your operations.

Comply with the latest California MUTCD for all items related to traffic control.

The fact that rain or other causes, either within or beyond your control, may force suspension or delay of the work shall in no way relieve you of responsibility for maintaining traffic through the project and providing local access as specified herein. At all times, keep on the job such materials, force, and equipment as may be necessary to keep roads, streets, and driveways within the project open to traffic and in good repair, and expedite the passage of such traffic, using such force and equipment as may be necessary.

Should you fail, in the opinion of the Engineer, to provide all the materials, force, and equipment necessary to maintain traffic through the work as set forth herein, the City, upon the recommendation of the Engineer, may take steps necessary to suspend the contract. The City may then, upon such suspension, because such work as may be necessary to maintain traffic to be done and may charge same against you and your sureties.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

5.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. Comply with the requirements of Section 14-11, “Hazardous Waste and Contamination” of the Standard Specifications.

Contractor shall take appropriate action in accordance with all guidelines and policies applicable to this work associated with the Code of Federal Regulations (CFR), Environmental Protection Agency (EPA), National Institute for Occupational Safety and Health (NIOSH), and the Occupational Safety and Health Administration (OSHA) to protect employees and public. Contractor shall submit
a written Plan describing sequence of demolition and description of measures to protect employees and public and prevent contamination from entering the environment. Plan shall include air monitoring during relevant phases of demolition and post construction performed by an individual qualified to conduct air sampling.

If delay of work in the area delays the current controlling operation, you will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5.05 SUBCONTRACTING. Comply with the requirements of Section 5-1.13, "Subcontracting" of the Standard Specifications. The Contractor shall perform, with the Contractor’s own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated “Specialty Items” performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor’s own organization. Attention is also directed to Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," elsewhere in these Special Provisions. A sheet for listing the subcontractors is included in the proposal.

5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS. The City of Seaside shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency.

SECTION 6. NOT USED
SECTION 7. MATERIALS

7.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS. All materials required to complete the work under the attached contract shall be furnished by the Contractor unless otherwise specified. Upon approval of the contract, the Contractor shall notify the Engineer of the proposed source of supply of all materials to be used in the work, and shall furnish samples of such materials as may be required by the Engineer for testing.

At the request of the Engineer, the Contractor shall submit manufacturer/supplier certificates of compliance for any or all materials used in the construction of the project. If certification is so requested, said certificates must be reviewed and accepted in writing by the Engineer prior to any use or installation of the material on the project.

7.02 TRADE NAMES AND ALTERNATIVES. Attention is directed to Section 6-1.05, “Specific Brand or Trade Name and Substitution,” of the Standard Specifications.

Requests for substitutions will be considered only if received within 10 calendar days from the date of award. Requests received after this period may be accepted or rejected at the discretion of the Engineer.

Prepare and submit each request for substitution to the City in accordance with the procedures for submittals. Provide the following additional information:

1. An explanation of the advantages to the City for accepting the substitution.
2. A comparison of significant qualities of the proposed substitution with those specified.
3. When the substitute equipment or material necessitates changes to or coordination with any portion of the work, include drawings and details showing all such changes. You must perform these changes as a part of any acceptance of substitute material or equipment.
4. A statement indicating the substitution’s effect on the construction schedule compared to the construction schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
5. Cost information, including a proposal of the net change, if any, in the Contract Sum.
6. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

Substitution requests will be considered by the Engineer when the following conditions are satisfied, as determined by the Engineer; otherwise, requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The specified product or method of construction cannot be provided within the specified Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly.
5. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other construction by the City or separate contractors, and similar considerations.
6. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.
8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

Submittal of shop drawings, product data or samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

The Engineer will notify the Contractor of acceptance or rejection of the proposed substitution within 28 calendar days of receipt. If a decision on use of a substitute cannot be made within these time limits, the product originally specified shall be used.

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of
the work, or on account of processing time outside the time limits noted above.

Should the originally specified materials not be available within the specified contract time due to your failure to order and obtain such materials, you are responsible to provide, install and maintain a temporary "equal" material as approved by the City, and for replacing such temporary material with the required product upon availability. You are responsible for all costs associated with the installation, maintenance, and removal of the temporary product and the installation of the specified product, including an extended one year warranty to cover the final product installed. Sufficient funds to cover the purchase and installation of the specified product will be withheld until such work has been completed and accepted by the City.

The use of any material or equipment so offered will be permitted only after written acceptance of the Contractor's offer by the Engineer. Such acceptance by the Engineer shall not relieve the Contractor from full responsibility from the efficiency, sufficiency, and quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified in the Contract Documents.

7.03 SUBMITTALS. This section supplements the requirements of section 5-1.23, “Submittals” of the Standard Specifications.

All submittals must be electronic.

Accompany submittals with a transmittal form. Use a separate form for each item, class of material, equipment, and for items specified in separate specification sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer’s package or are functionally related such that expediency indicates checking or review of the group or package as a whole. Assign a sequential number to each submittal and note the number on the transmittal form accompanying each item submitted.

Submittal numbers shall have the following format:

XX.YY (NN-NNN)

Where:

XX = the sequential submittal number
YY= the sequential number of the submittal (“01” for the first submittal, “02” for the second submittal, etc.)
(NN-NNN) identifies the specification section number that requires the submittal.

For example, if the twelfth submittal made is the quality control plan for sign panels, as required by section 56-2.01A, the initial submittal would be 12.01 (56-2.01A). If a re-submittal were required, it would be 12.02 (56-2.01A).

In general, allow 10 working days for Engineer’s review of submittals. Allow 20 working days for Engineer’s review of submittals that include shop drawings or calculations.
SECTION 8. OTHER REQUIREMENTS

8.01 GENERAL. Section 8 includes specifications for miscellaneous project-specific work, and bid item descriptions.

8.03 PROJECT APPEARANCE. The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply, at no additional cost to the City:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. No stockpiling is allowed.

8.04 WORK SEQUENCING. Work sequencing shall conform to the provisions in Section 10-1.02, “Work Sequencing,” of the Standard Specifications, the plans, and these special provisions.

The Contractor's sequence of construction operations shall provide for the maintenance of full and uninterrupted utility services, except that minor planned interruptions of utility services may be permitted, with prior written approval of the Engineer. The Contractor shall submit to the City a written notice of the intent to disrupt services at least ten days prior to the planned disruption. Said notice shall specify the dates and time, nature of the service disrupted, and a complete list of properties affected. It shall be the Contractor's responsibility to notify occupants of properties affected of any services interruptions and to coordinate the work necessitating the interruption with the appropriate owners, or their authorized agents, of the utilities involved. Approval by the Engineer to disrupt services shall be in no way relieve the Contractor of his responsibility for damage or preservation of property as specified in Section 5-1.36, “Property and Facility Preservation” and Section 5-1.39, “Damage Repair and Restoration ” of the Standard Specifications. Sequence work in accordance with the “Stage Construction and Traffic Handling Plan” found in the plans.

8.05 DUST CONTROL. Control the dust resulting from construction of this project regardless of whether it is the result of your operations or caused by public traffic only.

8.06 WATERING. The application of water for dust control, landscaping, and other uses shall conform to Section 10-6 and applicable sections of the Standard Specifications, these special provisions, and as directed by the Engineer. Provide all the water required to perform any operations and work under this Contract.

8.07 OBSTRUCTIONS. Attention is directed to Section 5-1.36, “Property and Facility Preservation” of the Standard Specifications. Section 1540(a) 1 of Construction Safety Orders (Title 8) California Administrative Code, Section 1540 states:

"Prior to opening any excavation, effort shall be made to determine whether underground installations i.e., sewer, water fuel, electric lines etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such installation, the exact location shall be determined by carefully probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least two working days prior to start of actual excavation."

Contractor shall call 811 and pothole as first order of business in order to determine the exact locations of the underground installations prior to any digging.

No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interpolation and breaking of underground obstructions which may exist.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by you to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal sheaths or sheaths. If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities, except as provided herein for conduit to be placed under pavement, until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. Any conduit to be installed under pavement in the vicinity of such facilities shall be placed by the trenching method as specified.

You are responsible for the protection of utility facilities and services. Rearrangement of underground utilities may be required at various locations. You are not liable to the various utility owners nor to the City of Seaside for the cost of utility rearrangements. You must:

(1) Coordinate the efforts of the utility owners in identifying all possible points of conflict between existing underground
utilities and improvements to be constructed under this Contract, and

(2) Coordinate your construction activities with the utility owners to expedite the rearrangement of existing underground utilities as necessary to construct the improvements as shown on the plans.

If utility conflicts exist when you start construction, be prepared to schedule your work around these conflicts. While you will be granted time extensions without penalty for utility delays if such delays impede your overall progress, no extra payment will be made for utility delays.

Notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

8.08 MAINTAINING TRAFFIC.
Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section 5.03, "Public Safety" in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04. Lane closures shall conform to the provisions in section 12 of these special provisions.

At the pre-construction meeting, submit Traffic Control Plan(s) conforming to the latest California MUTCD, Part 6 "Temporary Traffic Control," and the requirements of these Special Provisions for acceptance by the Engineer.

Notify local authorities of your intent to begin traffic control work at least 5 working days before work is begun. Cooperate with local authorities relative to handling traffic through the area and make your own arrangements relative to keeping the working area clear of parked vehicles.

The City does not share cost. Contractor bears the entire cost of flagging, including furnishing all flaggers, stands, towers and the transportation of flaggers.

The provisions in this section shall in nowise relieve you from your responsibility for providing for the safety of the public as provided in said Section 7-1.04 nor relieve you from your responsibility for damage as provided in Section 5-1.39, "Damage Repair and Restoration."

If not otherwise specified, whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal City holidays are: New Year’s Day, Dr. Martin Luther King’s Birthday, President’s Day, Cesar Chavez Day Observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day Following Thanksgiving Day, Day before and Christmas Day. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Unless otherwise specified, provide a minimum of one paved traffic lane for each direction of travel, not less than 10 feet wide, for use by public traffic.

Contractor must provide entry and exit routes for residences located on one-way streets during construction phase.

8.09 COOPERATION. In the event construction is under way by other forces or by other contractors within or adjacent to the limits of the work specified, cooperate with the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. Each contractor shall be responsible to the other for damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.
SECTION 9.  BID ITEM DESCRIPTION

9.01 BID - ITEMIZED BELOW AS SPECIFIED BY THE PROJECT

Bid Item 1. Mobilization

The lump sum price paid for "Mobilization" shall be considered as full compensation for mobilization as specified herein, including but not limited to notifications, project records and documents, obtaining all required permits, licenses, and paying all fees, moving on the site any equipment required for the operations, preparatory work, coordination and cooperation, inquiring information about other anticipated projects in the project areas and coordination to minimize delays, project meetings, developing construction water supply, providing on-site sanitary facilities, developing a temporary construction staging area, subcontractor insurance and bonds, Contractor insurance and bonds, demobilization and all other mobilization work, and no additional payment shall be allowed therefor.

Bid Item 2. Traffic Control System

The contract lump sum price paid for “Traffic Control System” shall include full compensation for traffic control plans, including revisions to the satisfaction of the Engineer, furnishing all labor, including traffic control supervision, materials (including signs and barricades), flaggers, 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 traffic control system including all lane closures necessary for any activities during the life of the project and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

All flagging costs will be paid as part of “Traffic Control” in lieu of provisions in Section 12-1.03, “Flagging Costs,” of the Standard Specifications. The City does not share costs. Contractor is responsible for full cost of flagging.

Furnishing and installing funding signs as shown on the plans, as specified in these special provisions, and as directed by the Engineer is paid as part of “Traffic Control” and no additional compensation will be allowed therefor.

The Contractor shall submit two (2) final signed copies of all Contractor obtained permits to the Engineer prior to beginning any work. Once obtained, the Contractor shall be responsible for complying with all permit conditions.

Bid Item 3. Water Pollution Control

“Water Pollution Control” will be paid for as a lump sum. Payment will be made according to Section 13-2.04 of the Standard Specifications, with 75% of the item total paid upon authorization of the WPCP and the final 25% of the item paid upon project acceptance.

Bid Item 4. Lead Compliance Plan

“Lead Compliance Plan” is paid as lump sum on submission of final Lead Compliance Plan.

Full compensation for removal and disposal of yellow traffic stripe and markings shall be considered as included in the contract price for the various bid items and no separate payment will be made therefor.

Bid Item 5. Remove Concrete

The contract price paid per square foot for “Remove Concrete” is Final Pay and shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved for removal and disposal of existing concrete curb, gutter, sidewalk, driveway, valley gutter and other concrete features as detailed in the Standard Specifications, these Special Provisions, and the plans.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Prior to digging, the contractor shall call 811 and pothole to determine exact utility horizontal locations and depths.
Bid Item 6 Thru 7. Minor Concrete

The contract price paid per lineal foot for various concrete improvements under "Minor Concrete (Curb)" and "Minor Concrete (Curb and Gutter)" shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections.

The price for Minor Concrete bid items includes subgrade preparation, furnishing, placing and compaction of aggregate base, all costs associated with incidental work such as construction staking, the cost of restoring adjacent pavement and backfilling the adjacent area with native material to accommodate curb ramp as shown on plans shall be included in the unit cost of the work and no additional compensation will be allowed therefor.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

Prior to digging, the contractor must call 811 and pothole to determine exact utility horizontal locations and depths.

Bid Items 8. Thru 9.

The contract price paid per square foot for various concrete improvements under "Minor Concrete (Sidewalk and Bulb-outs)" and "Minor Concrete (6" Thick Concrete at Curb Ramps and Driveways)" shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections.

The price for Minor Concrete bid items includes subgrade preparation, furnishing, placing and compaction of aggregate base, all costs associated with incidental work such as construction staking, the cost of restoring adjacent pavement and backfilling the adjacent area with native material to accommodate curb ramp as shown on plans shall be included in the unit cost of the work and no additional compensation will be allowed therefor.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

Prior to digging, the contractor must call 811 and pothole to determine exact utility horizontal locations and depths.

Bid Item 10. Removal and Off haul of Existing Asphalt

The Contract unit price per cubic yard for "Sawcut and Removal of Existing Asphalt" shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals, and for doing all the work including sawcutting, excavation, removal, and disposal of materials such as fabric and road mesh, grading and compaction, complete in place as specified in these Special Provisions, as shown on the Plans and as directed by the Engineer and no additional compensation will be allowed therefor.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply to this bid item.

Prior to digging, the contractor shall call 811 and pothole as first order of business in order to determine exact utility horizontal locations and depths.

Bid Item 11. 2’ HMA Plug (6” Depth)

Payment for “2’ HMA Plug (6” Depth)” shall be at the contract price per TON and shall be considered full compensation for all labor, materials, tools, equipment, transportation, and incidentals to do all the work involved. The contractor shall supply weight tags to the Engineer. Quantities of asphalt concrete will be determined and approved by the Engineer by using the tags. Asphalt concrete weight tags shall contain the project name and indicate tonnage used.

Payment for Tack Coat shall be considered as included in the contract prices bid for various items of work shown on the bid schedule and no additional compensation shall be allowed therefor.

Bid Item 12. Detectable Warning Surface

The contract price paid per square foot for “Detectable Warning Surface” shall include full compensation for furnishing all labor, materials, tools, equipment, transportation, installation, complete in place, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as shown on the project plans.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.
Bid Item 13. Adjust Water Meter Cover to Grade

“Adjusting Water Meter Cover to Grade” shall be measured and paid for by each unit designated in the contract Bid Schedule. All quantities will be determined from actual counts. The unit costs shall govern regardless of the method used to make the adjustments. No compensation will be allowed for the work performed by the owners of the facilities.

In the event that existing utility covers are in inadequate condition, contractor must replace existing utility covers and boxes with new. Contractor shall request new utility covers and boxes from the local utility agencies. If utility agencies are not able to provide new covers and boxes, Contractor shall purchase new covers and boxes and install. Inadequate condition is determined by the Engineer. New utility covers and boxes purchased by Contractor after approval of Engineer will be paid by unit each.

“Inadequate Condition” of existing utility covers and boxes is at the discretion of the engineer.

The above contract unit costs shall be considered full compensation for furnishing all labor, materials, tools, equipment, transportation, and incidentals; and for performing all of the work involved as detailed in the Standard Specifications, these Special Provisions, and the plans and typical sections and no additional compensation will be allowed therefore.

Changed quantity payment adjustments under Section 9-1.06 of the Standard Specifications shall not apply.

Bid Items 14. Restore Pavement Marking

Payment for “Restore Pavement Marking” shall be measured in lump sum.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing thermoplastic markings, including pavement markers, as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the lump sum for restoring pavement markings in the Bid Schedule, and no additional compensation will be allowed.

Bid Items 15. Curb Markings

Payment for “Curb Markings” shall be measured per linear feet.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with installing curb markings as specified in these Special Provisions, as shown on the plans and as directed by the Engineer, shall be considered as included in the contract lineal foot price for curb markings in the Bid Schedule, and no additional compensation will be allowed.

Bid Items 16. Install New MST Roadside Sign

Payment for “MST Roadside Sign” shall be quantified per each. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved with placing new traffic signs including post, foundation, panel, hardware, complete in place as shown on plans and specified in the Standard Specifications and Special Provisions as directed by the Engineer, shall be considered as included in the contract price per each.
10.01 MOBILIZATION

Refer to California Public Contracts Code §10104 for Mobilization requirements, Section 1-1.07B of the Standard Specifications for the definition of Mobilization and Section 9-1.16D of the Standard Specifications.

Mobilization includes preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of all offices, staging areas and other facilities necessary for work on the project, and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

The contractor shall photograph or video the entire site(s), and each existing improvement prior to construction.

Note that the City has not provided a laydown area for the Contractor. The Contractor shall be responsible for establishing a laydown area and coordinate such location with the City.

Contractor shall document all design changes and prepare red lined plans representing the finished field conditions.

On a daily basis, the Contractor shall clean all portions of the project area. This work includes removing all debris, street sweeping, clearing Underground Service Alert marks, and power washing sidewalks.

10.02 TRAFFIC CONTROL SYSTEM

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," 12, "Temporary Traffic Control," of the Standard Specifications, Section 5.03 "Public Safety" and Section 8.08 “Maintaining Traffic” of these special provisions.

All traffic control will be provided by the Contractor. Nothing in these Special Provisions shall be construed as relieving the Contractor from his/her responsibility as provided in said Section 7-1.03.

Any deviation in traffic control from the references mentioned above will not be allowed unless advance written approval is granted by the Engineer. Minor deviations from the traffic requirements of this section, which do not significantly change the cost of the work, may be permitted upon the written request of the Contractor, if in the opinion of the Engineer public traffic will be better served and work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Contractor shall provide all markers, signs, delineators, barricades, portable flashing beacons, flaggers, etc. necessary to ensure the safe passage of traffic through the work zone.

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 said component to its original condition or replace said component and shall restore the component to its original location.

The Traffic Control System shall be placed, maintained and removed under the direct supervision of a person who is certified by either the Institute of Transportation Engineers (ITE), the American Traffic Safety Services Association (ATSSA), the International Municipal Signal Association (IMSA) or the State of California Department of Transportation (Caltrans) as having successfully completed training in the design and operation of work zone traffic control.

The Contractor shall designate in writing the person who shall have the responsibility for supervising the activities associated with the Traffic Control System. Traffic Control Plan as per Section 7-1.04 Public Safety, along with proof of certification, shall be submitted in writing at the Preconstruction meeting to the Engineer for approval. Any changes to plan, shall be provided to the Engineer for his approval, two (2) working days in advance of any planned activity, which requires traffic control.

10.03 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed, when no longer required, in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

The Contractor shall notify the appropriate regional notification center for operations of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to commencing any excavation for construction area sign posts.
All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment.

The location for each sign shall be approved in advance by the Engineer. Signs shall be mounted on 4” x 4” new wood posts, 7’ above grade. The required size of each of the signs shall be 36” x 36” for W20-1, “Road Work Ahead,” and 48” x 48” for G20-2, “End Road Work.” The sign panels for all construction area signs, including temporary signs, shall conform to Section 12-3.11 of the Standard Specifications.

Full compensation for complying with the provisions of this section shall be considered as included in the contract price for the various bid items and no separate payment will be made therefor.

10.04 LEAD COMPLIANCE PLAN

Yellow thermoplastic and yellow paint traffic stripe exist along the length of the project. Residue produced when yellow thermoplastic and yellow paint are removed may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and may produce toxic fumes when heated. The existing pavement markings must be tested for lead content. If the evaluation indicated elevated levels of lead and chromium, residue from the removed markings must be treated as a hazardous waste, and must be handled and disposed of in accordance with the requirements outlined below.

Prepare and submit a Lead Compliance Plan in accordance with Section 7-1.02K (6) (j) (ii) of the Standard Specifications. Before submission to the Engineer, the Lead Compliance Plan must be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan must be submitted to the Engineer at least 7 days prior to beginning removal of yellow thermoplastic and yellow paint. Perform all removal work according to the Plan.

The removed yellow thermoplastic and yellow paint must be disposed of at a Class 1 disposal facility, or a Class 2 disposal facility permitted by the Regional Water Quality Control Board in conformance with the requirements of the disposal facility operator within 5 days after accumulating 220 pounds of residue and dust.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic and yellow painted traffic stripe, the removed residue, including dust, must be contained and collected immediately. Sweeping equipment must not be used. Collection must be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer.

10.05 WATER POLLUTION CONTROL

Refer to Section 13-2 of the Standard Specifications for requirements related to development and implementation of a Water Pollution Control Program. The soil disturbance area is less than 1 acre and is therefore exempt from the General Construction Storm Water Permit (Water Quality Order 99-08-DWQ). Refer to Section 13-4 for Job Site Management requirements, Section 13-5 for Temporary Soil Stabilization, Section 13-6 for Temporary Sediment Control, Section 13-7 for Temporary Tracking Control, and Section 13-9 for Temporary Concrete Washouts.

You are responsible for penalties assessed or levied on you or the City as a result of your failure to comply with the provisions in this section “Water Pollution Control,” including, but not limited to, compliance with the applicable provisions of the Manuals, and Federal, State, and local regulations and requirements as set forth therein. Notwithstanding any other remedies authorized by law, the City may retain money due to you under the contract, in an amount determined by the City, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of your violation of the Federal or State law, regulations or requirements.

10.06 REMOVE CONCRETE

The Contractor shall remove and dispose of existing portland cement concrete curb, gutter, sidewalk, and curb ramp, at the locations shown on the Plans. When curb and gutter are removed, the Contractor shall immediately place portable delineators along the edge of the pavement. Portable delineators shall be 36-inch minimum height, orange with white reflectors. The delineators shall be maintained by the Contractor until new curb and gutter are placed. All materials removed shall be legally disposed of in accordance with Section 7-1.04, “Public Safety,” of the Standard Specifications.

Existing concrete to be removed shall be sawcut at the nearest joint or score line. Any existing concrete damaged by reason of the Contractor’s operations outside this limit shall be repaired at the Contractor’s expense. The repair shall be made by removing and replacing the entire portion between weakened plane joints or score lines.
Nothing in these Special Provisions shall relieve the Contractor of the Contractor’s responsibility as specified in Section 7-1.04, “Public Safety,” of the Standard Specifications.

10.07 MINOR CONCRETE IMPROVEMENTS

General:
New concrete facilities including curbs, gutters, sidewalks, and ramps, shall be constructed at the locations indicated on the plans or as directed by the Engineer. Concrete curbs, and sidewalks, shall comply with Section 73 “Concrete Curbs and Sidewalks” of the Standard Specifications.

Refer to Caltrans Standard Plan A88A and A88B for curb ramp design requirements. All curb ramps shall have a 6-inch PCC concrete slab with a 4-inch Class 2 Aggregate Base. All other concrete outside of the ramp footprints shall be 4-inch PCC over 4-inch Class 2 Aggregate Base.

Materials:
Minor Concrete for curbs, curb and gutter, and sidewalks must comply with Section 90-2 Minor Concrete of the Standard Specifications.

Aggregate base shall be Class 2, ¾” maximum conforming to the provisions in Section 26, “Aggregate Bases,” of the State Standard Specifications.

Concrete Mix Design

The Contractor shall furnish a concrete mix design to the Engineer at least ten working days prior to the start of the work, based on the following guidelines.

Minor Concrete Facilities including curb, gutter, sidewalk, driveways, access ramps, etc. shall meet the following requirements:

<table>
<thead>
<tr>
<th>Property</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. Compressive Strength</td>
<td>3500 psi @ 28 days</td>
</tr>
<tr>
<td>Maximum Slump</td>
<td>5 inches</td>
</tr>
</tbody>
</table>

The Contractor shall be responsible for all costs associated with the required mix design.

Quality Control / Acceptance Testing

Field testing shall include testing for concrete slump as per ASTM C-143 and compressive strength (C39). Such testing shall be at a frequency determined by the Engineer and shall be performed by the Owner’s laboratory at the Owner’s expense. The Contractor shall furnish the concrete necessary for casting test cylinders.

Construction:

The construction of concrete curb, gutter and sidewalk marked in the field or shown on the plans shall conform to the provisions in Section 73 “Concrete Curbs and Sidewalks” of the Standard Specifications and these special provisions.

Boundaries of concrete curb, gutter, and sidewalk removal have been noted on the plans and shall be removed according to the remove concrete section noted elsewhere in these special provisions, and as directed by the Engineer.

Expansion joints, control joints and scoring shall match adjacent existing improvements or shall be as directed by the Engineer. The new improvements shall match the existing improvements at each end. Provide constant slope between ends if no other elevations are shown on the plans. Installation shall conform to the State Standard Specifications and the details shown in the Plans and herein in these special provisions.

The existing concrete shall be sawcut full depth prior to removal. Any concrete broken due to the Contractor’s failure to comply with these requirements shall be removed and replaced at the Contractor’s expense.

The line and grade of the replaced facilities shall conform to the existing facilities. In most instances, this will consist of a straight line between existing facilities.
Class 2 aggregate base, ¾ in. size, shall be placed under curb, gutter and sidewalks after excavating existing subgrade, as noted on plans, and be compacted to 95% relative compaction (ASTM D-1557).

The Contractor shall water test all repaired curbs and gutters, cross gutters, and other repaired drainage facilities in the presence of the City's Inspector.

Commercial driveway and alley approaches, including the adjacent curb and gutter section, shall be removed and replaced within twenty-four hours. Curing time shall be seventy-two hours.

Protection of Existing Facilities

The contractor shall protect existing facilities from damage, and discoloration from concrete splash. Adjacent concrete facilities shall be covered during concrete placement to prevent concrete splash and excess concrete from staining the adjacent concrete. After initial placement, strikeoff and finishing, the protection shall be removed, and the adjacent concrete cleaned.

Vertical existing facilities such as light poles, walls, fences, etc. shall be protected with plastic extending a minimum of three feet above the concrete surface. After initial placement, strikeoff and finishing, the protection shall be removed, and the vertical surfaces cleaned.

It shall be the contractor's responsibility to protect the existing improvements adjacent to new concrete improvements such as fences, landscaping, irrigation, hardscaping, etc.

Subgrade

After the subgrade is prepared, moisture conditioned, and compacted to 90% relative compaction at zero to three percent over optimum, the Contractor shall continuously maintain the sub-grade in a uniform condition at the moisture content obtained during sub-grade compaction until the concrete is placed.

Forming

Wooden forming shall be of two-inch nominal thickness staked at two-foot intervals. The maximum gap at the bottom of the forms shall be 1-3/4 inches.

Tolerances

The maximum variation from design elevation shall not exceed +/- 0.02 feet. In some instances, particularly in critical drainage areas, tolerances may be reduced to zero. Concrete facilities shall be installed to maintain or provide positive drainage. Questions regarding applicable tolerances shall be directed to the Engineer forty-eight hours in advance of the work.

When shown on the drawings, the concrete shall be set at the design elevations. When existing facilities are to be removed and replaced, they shall conform to the existing elevations and grades. Generally, this will be at a straight line between the start and end points of the removal.

Placing and Finishing

General

The concrete shall be deposited on a moist grade in such a manner as to require as little re-handling as possible. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

Strikeoff, Consolidation, and Finishing

In general, adding water to the surface of the concrete to assist in finishing operations shall not be permitted.

Before final finishing is completed and before the concrete has taken its initial set, the edges shall be carefully finished with the radius shown on the plans or a radius to match the existing construction. Concrete shall be thoroughly consolidated against and along the faces of all forms and adjacent concrete. After the forms are
removed, excess concrete below the form surface shall be removed to be flush with the form face.

All new concrete shall match existing facilities in texture, color, and appearance.

Concrete Protection

The Contractor shall always have materials available to protect the surface of the fresh concrete against rain. These materials shall consist of burlap, curing paper, or plastic sheeting. If plastic sheeting is used, it shall not be allowed to contact finished concrete surfaces.

The Contractor shall also protect the concrete against traffic and vandalism. If the concrete is damaged or vandalized, the Contractor shall make the necessary repairs at its own expense. The repair procedure for damaged or vandalized concrete shall be approved in advance by the Engineer.

Curing

Concrete shall be cured by protecting it against loss of moisture, rapid temperature change, and mechanical injury for at least three days after placement. White or clear liquid membrane compound shall be used. After finishing operations have been completed, the entire surface of the newly placed concrete shall be covered by the curing medium. The edges of the concrete exposed by the removal of forms shall be protected immediately to provide these surfaces with continuous curing treatment. The concrete shall be allowed to cure for seventy-two hours prior to placing adjacent asphalt concrete.

Joints

Control joints shall be placed at a maximum spacing of ten feet unless shown otherwise on plans.

Control joints in all PCC facilities, except sidewalks, shall be formed by tooling a deep joint or by using expansion joint material. If expansion joint material is used, a minimum of two 1/2 inch by eighteen-inch dowels shall be used with additional dowels placed every twenty-four inches.

Control joints in sidewalks may be made using a tooled joint which shall extend a minimum of 1/4 of the depth of the concrete and shall not be less than 1-1/2 inches in depth.

Expansion joints shall be required at a maximum of sixty-foot intervals on curbs, curbs and gutters, cross gutters, swales, and sidewalks. Expansion joints shall also be required on all corners of curbs, curbs and gutters, sidewalks, at the outside boundary of access ramps, and other locations with discontinuities or reentrant corners which may cause cracking.

Cleanup and Backfill

After the concrete is placed, cured, and the forms have been removed, the Contractor shall clean the site of all concrete and forming debris.

After curing has been completed and the forms have been removed from the new curb and gutter or sidewalk, the resulting void after excavation shall be backfilled with clean native material.

The Contractor shall remove all USA markings, Engineer markings, and Surveyor markings (created for the purpose of the work being done) when work in a particular area is complete by water blasting or other non-destructive method as approved by the Engineer. Sandblasting or grinding to remove markings will not be allowed.

Payment for removing USA painted markings shall be considered as included in the cost of the various items of work shown on the Bid Proposal and no additional compensation will be allowed therefor.

10.08 REMOVAL AND OFFAUL OF EXISTING ASPHALT

General:

Existing concrete to be removed shall be sawcut at the nearest joint or score line. Any existing concrete damaged by reason of the Contractor’s operations outside this limit shall be repaired at the Contractor’s expense. The repair shall be made by removing and replacing the entire portion between weakened plane joints or score lines.
This work shall consist of uniform and variable depth cold planing (or “milling” or “grinding”) the existing asphalt concrete pavement and removing and disposing of grinded material as shown on the project plans.

Unless otherwise specified in the Special Provisions all material removed shall be considered the property of the Contractor and shall be disposed of by the Contractor.

Payment for various cold mill items shall be at the contract price per Cubic Yard and shall be considered full compensation for cold milling, removal and disposing of all milled material, temporary pavement markings, sweeping and for furnishing all labor, materials, equipment and incidentals to accomplish the work as specified herein and no additional compensation will be allowed.

10.09 HOT MIX ASPHALT

General:
This work includes producing and placing hot mix asphalt (HMA) Type A for the 2’ HMA Plug.

The contractor shall place hot mix asphalt (HMA) Type A with the thickness shown on the plans.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications except as modified herein.

SUBMITTALS

Submit JMF information on Form CEM-3511 and Form CEM-3512. Submit Form CEM-3513 for mixes that have been verified within last 12 months. For unverified mixes, coordinate mix verification with Engineer.

Submit Quality Control Plan that conforms to the current Caltrans Quality Control Plan Review Checklist for Hot Mix Asphalt. Allow 20 calendar days for review.

Materials:
The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10.

The aggregate for HMA Type A must comply with the 3/8” gradation for leveling course, 1/2” gradation for the final lift and 3/4” gradation for the lower lifts and base repair areas as shown on the plans.

The tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, ‘Asphaltic Emulsions’, of the Standard Specifications.

Construction:

Surface Preparation

This work consists of preparing the existing street surface prior to the commencement of paving. Such work shall include compacting and removing loose and broken asphalt concrete pavement and foreign material as specified in the Standard Specifications and these Technical Provisions, and as directed by the Engineer.

Sampling

The Owner’s Engineer will have the right to obtain samples of all materials to be used in the work and to test such samples for the purpose of determining specification compliance. The Owner reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The Owner shall also have the right to inspect sources of materials to be used in the work to determine workmanlike procedures used by the materials supplier. The contractor shall facilitate the sampling process.

Transportation and Placement

The asphalt concrete shall be delivered in a thoroughly blended condition and shall be spread in such a manner as to avoid segregation during the placing operations. Areas inaccessible to spreading and compaction equipment may be paved by such methods as may be approved by the Owner’s Engineer. Initial rolling shall be performed immediately after placement. No asphalt concrete is to be placed when the atmospheric temperature is below 50 degrees Fahrenheit.
EQUIPMENT

Compaction Rollers

The Contractor shall furnish equipment capable of producing the required compaction. Vibratory rollers shall be double steel drum and have adjustable amplitude settings.

Hand Equipment

Sufficient vibraplates and hand tampers shall be provided to assure their immediate availability when placing asphalt concrete around planters, inside corners, or irregular areas. Torches for heating cold joints or making repairs shall be available during every paving operation. Lack of such hand equipment shall be cause to prevent paving from starting or continuing.

Tack Coat

The work to be performed shall consist of furnishing and applying tack coat in conjunction with asphalt concrete paving work.

Tack coat shall be emulsified asphalt of grades RS1, RS2, SS1, or SS1h, conforming to Section 94, ‘Asphaltic Emulsions’, of the Standard Specifications.

The tack coat shall not be applied until the preparation of the existing surface has been completed, and then only so far in advance of placing the asphalt concrete as permitted by the Engineer. Preparation of the surface shall be performed as described in these Technical Provisions. No tack coat shall be left exposed overnight. Immediately in advance of placing the asphalt concrete, additional tack coat shall be applied as directed by the Engineer to areas where previously applied tack coat has been destroyed or otherwise rendered ineffective, and no additional compensation will be allowed for such work.

Tack coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints, against which additional material is to be placed, to a new or old pavement to be overlaid, and to other surfaces as designated by the Owner’s Engineer. Shields for protecting curb faces shall be provided and used during tacking of curb faces. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

The tack coat shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints, against which additional material is to be placed, to a new or old pavement to be overlaid, and to other surfaces as designated by the Owner’s Engineer. Shields for protecting curb faces shall be provided and used during tacking of curb faces. The Contractor shall protect concrete surfaces that are not to be paved against from tack coat spray or splash. Any tack coat more than one inch above the paving surface shall be removed by power washing or other means.

The Engineer will determine if the pavement is sufficiently dry for the application of the tack coat. Tack coat shall not be applied when the temperature of the surface to be tacked is below 40 degrees Fahrenheit in the shade.

WORKMANSHIP

Finished Surface

The completed surfacing shall be thoroughly compacted, smooth, and free from ruts, humps, depressions, irregularities, rock pockets, excessive coarse aggregate, and roller marks.

Any ridges, indentations, or other objectionable marks left in the surface of the asphalt concrete shall be eliminated by rolling or other means. The use of any equipment that leaves ridges, indentations, or other objectionable marks in the asphalt concrete shall be discontinued.

The Contractor shall provide sufficient manpower and manual compacting equipment to perform all handwork compaction in unison with the initial compaction rolling. If the handwork compaction begins to lag for whatever reason, the Contractor shall cease paving operations until the handwork compaction is caught up with the rest of the paving operation.

Areas of hand work at joints and miscellaneous structures shall match the smooth surface texture of all other areas of the new pavement. Any areas which have a rough surface texture shall be reworked with heat and asphalt concrete fines shall be placed. Coarse aggregate removed during raking shall not be returned to the finished mat surface. Cold coarse aggregate shall not be reused but discarded.

Finished areas of asphalt concrete adjacent to concrete drainage facilities shall be placed in such a manner that the finished surface is no greater than 1/4 inch higher than the facility and no lower than flush with the facility.
Cold Joints

The contractor shall heat by torch or other acceptable methods paving joints which do not receive an adjacent pass within 3 hours of placement. If the cold joint goes unpaved against overnight, the contractor shall heat the joint and place tack coat prior to placing the adjacent pass. Longitudinal pavement joints shall be on, or as close as possible to, the lane lines.

10.10 TRAFFIC STRIPING, PAVEMENT MARKINGS, AND PAVEMENT MARKERS

General:

Pavement Markings shall be Thermoplastic.

Thermoplastic traffic stripes (traffic lines) shall conform to the provisions in Sections 84-1, “General” and 84-2, “Traffic Stripes and Pavement Markings”, of the Standard Specifications and these Special Provisions.

Materials:

Thermoplastic

The thermoplastic material shall conform to Section 84-2.02B “Thermoplastic” of the Standard Specifications. Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of Section 84-2.02D “Glass Beads” of the Standard Specifications.

Standard Specifications for thermoplastic material and glass beads may be obtained from the Transportation Laboratory, P.O. Box 19128, Sacramento, CA. 95819, (916) 739-2400.

Thermoplastic material for traffic stripes shall be applied at a minimum thickness of 0.125-inch. A primer of the type recommended by the manufacturer of the thermoplastic material shall be applied over all existing painted stripes and pavement legends to be covered with thermoplastic material as shown on the plans.

Construction:

All construction shall conform to the respective provisions of the Standard Specifications, manufacturer’s installation requirements, and the Special Provisions.

Existing Striping and Markings:

In areas where the existing striping to be replaced and updated, the contractor shall remove and replace all striping using methods as specified in the Standard Specifications by the Engineer.

The Contractor shall replace all striping which has been damaged or obliterated by or during the work. This shall include striping replacement completely across the street even in the event that the Contractor’s work may not extend that far. Both lines of each crosswalk shall be completely restriped even if only a portion of a line has been obliterated.

When the Contractor’s work removes or reduces the visual appearance of a lane or centerline, the Contractor shall replace all striping between the adjacent intersections in both directions. Where a median exists, this work will be required only in the roadway where the work has occurred, unless a detour which altered the pavement markings occurred in the other roadway. In such cases, the striping will be replaced in both directions.

Layout for Temporary and Permanent Striping

The Contractor shall be responsible for compiling an existing striping and marking plan including but not limited to stop bars, legends, parking stall stripes, crosswalks and other traffic delineation markings within the project prior to removing, obliterating, covering any existing striping, or starting work on the affected street. This plan must be submitted to the Engineer and approved prior to commencing any striping and marking operations on the affected street.

All alignments and layout measurements, and other work necessary to locate and replace traffic stripes and pavement markings shall be performed by the Contractor.
The City will not provide any assistance, information, or materials to the Contractor. It will be entirely the responsibility of the Contractor to perform all necessary pre-construction and construction layout work, obtain all necessary measurements and information, and marking work as specified. All traffic control systems necessary for performing striping and marking, as directed by the Engineer, shall be the responsibility of the Contractor.

The Contractor shall physically tie down the location of the beginning and ending of each paint or thermoplastic marking type in the adjacent curb top. The marking location shall not exceed 50 square inches each. Any locations exceeding this limit shall be removed by the Contractor prior to acceptance of the work. The Contractor shall contact the City Engineer for review of tie downs.

The Contractor shall be responsible for accurately referencing out and replacing the lines and positions of all traffic lines, directional lines, arrows, and other markings in accordance with the plans and City standard markings by cat tracking with painted marks. This shall occur no later than 2 hours behind the final surface course paving operation.

Cat tracking shall consist of stretching a rope on a straight line between control points on tangent alignment and on a true arc through control points on curved alignment and placing spots of paint along the rope. Temporary tab markers shall be placed not more than 12’ apart on curves nor more than 24’ apart on straight segments.

Temporary tab markers shall be the same color as the traffic stripe that they are replacing, shall measure 2” tall by 3-1/2” wide, and have a reflective lens across the width of the marker.

Prior to application of permanent striping and markers, the Contractor shall call for review and approval of the proposed striping by the City’s Traffic Engineer or agent. The City shall have the right to make changes in the location and alignment of line stripes. Striping and traffic markings shall not be applied until after approval is granted by the Traffic Engineer. The Contractor shall allow a minimum of 3 working days for review of the layout by the City.

Schedule

Raised pavement markers (RPM’s) shall be placed as specified in Subsection 81-3.02C, “Retroreflective Pavement Markers”, of the Standard Specifications. When utilizing hot melt bituminous adhesive, RPM’s shall be placed after the surface has been open to traffic for at least 7 days. When utilizing epoxy adhesive, RPM’s shall be placed after the surface has been open to traffic for at least 14 days. Regardless of which adhesive is utilized, the RPM’s shall not be placed more than 21 days after paving or surfacing.

Permanent traffic striping and markings including legends and arrows shall be placed within 21 days after paving or surfacing, unless otherwise directed by the Engineer.

Temporary yellow marking tape denoting school crosswalks shall be placed the same day that the pavement surfacing is placed.

Failure to comply with these requirements shall result in liquidated damages of $1,000 per day for each street that has not received permanent installation of the required raised pavement markers, traffic striping, and markings.

Pavement Stencils

The Contractor shall use stencils that conform to Caltrans Standard Plans and Details.

Reflective and Raised Pavement Markers Ceramic Non-reflective Pavement Markers No Plastic

Installation of both reflective and raised pavement markers shall conform to the provisions of Section 81-3 “Pavement Markers” of the Standard Specifications. Pavement markers shall be placed in the same pattern and locations as they were previously, except as shown on the plans or modified herein.

Pavement Delineation – Extruded Thermoplastic No Spray

Pavement temperature shall be measured at the beginning of the shift on each working day and this information shall be provided to the Traffic Engineer.

No primer or thermoplastic shall be installed within 48 hours from the last measurable rain report as provided by the City.

Thermoplastic traffic striping, legends, and arrows shall conform to the provisions of Section 84-1, “General”; Section 84-2, “Traffic Stripes and Pavement Markings”, and refer to Section 81-3, “Pavement Markers”.

MST BUS STOP BULB OUT AT INTERSECTION OF SAN PABLO AVENUE AND NOCHE BUENA STREET – Page 84
Pavement Markers Ceramic Non-Reflective Pavement Markers No Plastic

Pavement markers shall be placed to the line established by the Contractor and approved by the Engineer, which will consist of temporary painted line or new or existing stripes one for each line of markers.

All additional work necessary to establish satisfactory lines for markers shall be performed by the Contractor.

At the option of the Contractor, a hot melt bituminous adhesive may be used to cement the markers to the pavement instead of the Rapid Set Type or Standard Set Type epoxy adhesive. Bituminous adhesive material shall conform to the following:

<table>
<thead>
<tr>
<th>Specification</th>
<th>ASTM</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flash Point, COC, °F</td>
<td>D 92</td>
<td>550 Min.</td>
</tr>
<tr>
<td>Softening Point, °F</td>
<td>D 36</td>
<td>200 Min.</td>
</tr>
<tr>
<td>Brookfield Thermosel Viscosity, Centipoise, No. 27 Spindle, 20 RPM,400°F</td>
<td>D 4402</td>
<td>3,000-6,000</td>
</tr>
<tr>
<td>Penetration dmm, 100g, 55 seconds, 77°F</td>
<td>D 5</td>
<td>10 - 20</td>
</tr>
<tr>
<td>Filler Cement, percent by weight (Insoluble in1,1,1 Trichloroethane)</td>
<td>D 2371</td>
<td>65 - 75</td>
</tr>
</tbody>
</table>

Filler material used in bituminous adhesive shall be Type PC, Grade III, calcium carbonate conforming to ASTM D1199, and shall conform to the following gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 100</td>
<td>100</td>
</tr>
<tr>
<td>No. 200</td>
<td>95</td>
</tr>
<tr>
<td>No. 325</td>
<td>75</td>
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</tbody>
</table>

Bituminous adhesive shall be heated indirectly in an applicator with continuous agitation or recirculation. Bituminous adhesive shall not be heated above the maximum safe heating temperature recommended by the manufacturer and shall not be applied at temperatures greater than 425°F. nor less than 375°F.

Immediately after application of the adhesive, pavement markers shall be placed in position and pressure applied until firm contact is made with the pavement.

Placement of pavement markers using bituminous adhesive shall conform to the requirements of Section 81-3.03B, “Hot Melt Bituminous Adhesive” of the Standard Specifications except blast cleaning shall be required.

The adjustment provisions in Section 9-1.06B of the Standard Specifications shall not apply.