



PUBLIC WORKS DEPARTMENT

INVITATION FOR BIDS,
SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

PACIFIC BEACH ROUNDABOUT ENHANCEMENTS
CITY PROJECT NO. c402507

SANTA CRUZ CITY COUNCIL

Fred Keeley, Mayor
Shebreh Kalantari-Johnson, Vice Mayor
Gabriela Trigueiro
Sonja Brunner
Scott Newsome
Susie O'Hara
Renee Golder

Matt Huffaker, City Manager

Bonnie Bush, City Clerk Administrator

Anthony P. Condotti, City Attorney

Nathan Nguyen, Public Works Department Director

Kevin Crossley, Assistant Public Works Department Director

BID OPENING _____, 2025 @ 2:00PM PACIFIC STANDARD TIME

Closing time to receive bids
will be verified by the on-line clock maintained by the
found at: www.time.gov



NOTICE INVITING SEALED PROPOSALS OR BIDS

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

PACIFIC BEACH ROUNDABOUT ENHANCEMENTS City Project No. c402507

1. Date and Place of Opening Bids. Sealed bids for the construction of the Project will be received at the Public Works Department, 809 Center Street, Room 201, Santa Cruz, California 95060, until **date**, at **time** local time in a sealed envelope plainly endorsed with the Project Name and Number, listed above. At that time, the Bids received will be publicly opened and read. Attendees will be required to wear face masks, social distance, and follow any other safety measures currently recommended by the County Public Health Officer. Bids received after the date and time stated above will be rejected as nonresponsive.
2. Location of Project. The Project is to be performed at the following location: Northeast corner of Pacific Avenue and Beach Street Roundabout
3. Description of Work. The Project to be performed consists of furnishing all labor, materials, tools, equipment, and transportation required to complete the Project, with a scope of work to generally include, but is not limited to, the following:

Widening the northeast corner of the Pacific and Beach Roundabout by demolishing and replacing the retaining wall, sidewalk, curb and gutter, access ramps, asphalt pavement and some utilities. The existing streetlights, a railroad post and signal, and retaining wall railing will be salvaged and relocated (or protected in place), on the project. (the “Work”).

For additional information, please contact the individual listed in Paragraph 18, below.

4. Time for Completion. The Project shall be completed in sixty (60) working days. All time limits stated herein are of the essence
5. Bidding Documents. The “Bidding Documents” shall include this Notice Inviting Bids, the Bid Form including all attachments included herein, General Requirements, Technical Specifications (including all plans, drawings, and reports), Addenda, draft Agreement, the City’s Standard Specifications (dated 2002), as amended¹, the State of California’s Department of Transportation Standard Specifications (dated 2022), as amended, and all other documents identified herein.
6. Obtaining the Bidding Documents. Bidding Documents may be downloaded, without charge, from the following designated website: <https://procurement.opengov.com/portal/santacruzca>.

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

Paper Bidding Documents may be examined and copies secured from the office of the Public Works Department, 809 Center Street, Room 201, Santa Cruz, California 95060.

Prospective bidders are urged to register with the designated website as a Bidding Documents holder, even if Bidding Documents are obtained from a source other than the designated website or City in either electronic or paper format. The designated website will be updated periodically with Addenda, reports, and other information relevant to submitting a bid for the Project. All official notifications, Addenda, and other Bidding Documents will be offered only through the designated website. Neither City nor any City official, employee, or agent will be responsible for Bidding Documents, including Addenda, if any, obtained from sources other than the designated website or the City.

7. Submitted Bid. Each sealed Bid shall comply with the Bidding Documents and be submitted on the Bid Form, including all attachments. Contractor must clearly and legibly set forth all information requested in the manner and form indicated.

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

Each Bid shall include a bid security in the form of a certified check, cashier's check, or bidder's bond made payable to the order of the City of Santa Cruz, California, for an amount not less than (10) percent of the amount of the Proposal. The bid security shall be given as a guarantee that the successful bidder will enter into the contract, and will be declared forfeited if the successful bidder refuses or fails to enter into said contract.

All bidders shall submit with its Bid the included sworn statement of its financial responsibility, technical ability, and experience.

8. Addenda. All submitted Bids shall verify if the City has issued any addenda for this Project. It is the bidder's sole responsibility to ensure that all addenda requirements are included in the submitted Bid. All addenda shall be posted on the City's designated website.
9. Pre-Bid Conference. A non-mandatory pre-bid conference will be held at the Project address, listed in Section 2, above, [on \[date\]](#), [at \[time\] local time](#).
10. Withdrawing Submitted Bid. A bidder may withdraw a submitted Bid at any time prior to the time of bid opening only by written request to the City. Unless otherwise required by law, no bidder may withdraw its Bid for a period of sixty (60) days after the bid opening.
11. Award of Contract. The City will award the Project to the lowest responsible and responsive bidder. The City reserves the right to reject any and all Bids, including but not limited to for any minor irregularities, or waive any informalities or minor defects in proposals received. The City may reject a Bid if it determines that any of the bid prices are materially unbalanced to the potential detriment of the City.

Within ten (10) calendar days after receiving written notice that the contract has been awarded, the successful bidder shall return to the City the signed agreement, together with the completed Labor and Material Bond and Faithful Performance Bond each in an amount equal to one hundred percent (100%) of the contract price (issued by a corporate surety company approved by the City Attorney), insurance certificates, and all other documents as required by the Bidding Documents.

12. Department of Industrial Relations Monitoring. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Prevailing wages as published by the DIR are required for all workers, including those employed by subcontractors, for all non-federally funded projects.

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

13. Section intentionally omitted.

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

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

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

15. Retention. Progress payments are subject to 5% retention withholding until thirty-five (35) calendar days after recording the notice of completion. Pursuant to California Public Contract Code Section 22300, for monies earned by the General Contractor and withheld by the City to ensure the performance of the Contract. The General Contractor, at its option, may choose to substitute securities meeting the requirements of California Public Contract Code Section 22300, or have the retained, earned monies deposited in an escrow account at a federal or state-chartered bank.
16. Business License. All Contractors and subcontractors working in the City must have a valid City of Santa Cruz business license at the time the contract is awarded, pursuant to Santa Cruz Municipal Code (SCMC) Chapter 5.04.

17. Good Faith Local Hiring and Apprenticeships. The General Contractor and all Subcontractors must make good faith efforts to hire qualified individuals who are residents of Santa Cruz County as required by SCMC Chapter 3.10, and to employ apprentices who are enrolled and participate in a viable apprenticeship program approved by the California Division of Apprenticeship Standards.
18. Questions for City. All questions relative to this Project prior to the opening of Bids shall be in writing and received a minimum of five (5) working days prior to the above-stated Bid opening date and shall be directed to:

City of Santa Cruz, Public Works Department
809 Center Street, Room 201, Santa Cruz, California 95060
Ricardo Valdes
Senior Professional Engineer
Email: rvaldes@santacruzca.gov
Tel.: 831-420-5198
Fax: 831-420-5161

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

Dated: _____

Kevin Crossley
Assistant Director/City Engineer
Public Works Department
809 Center Street, Rm. 201
Santa Cruz, CA 95060

BID FORM
For
PACIFIC BEACH ROUNDABOUT ENHANCEMENTS
City Project No. c402507

TO: The Council of the City of Santa Cruz

PROPOSAL OF: _____

Business Address: _____

Business Telephone: _____

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

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

Please note closing time to receive bids will be verified according to www.time.gov.

IT IS UNDERSTOOD THAT THIS BID IS BASED UPON COMPLETION OF THE WORK AS SPECIFIED IN THE SPECIAL PROVISIONS WITHIN SIXTY (60) WORKING DAYS, AND THE PRICES INCLUDE ALL STATE, FEDERAL, AND OTHER TAXES APPLICABLE TO THE PROJECT.

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

If awarded the contract, the undersigned Bidder hereby agrees to submit the following documents to the City within ten (10) business days of the Notice of Award: a signed Agreement, executed bonds (including Faithful Performance Bond and Payment Bond), proper evidence of insurance, and any other forms or documents identified in the Bidding Documents and Notice of Award. The undersigned Bidder further agrees to begin work within ten (10) days after receiving the Notice to Proceed.

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

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

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

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

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

The Bidder furthermore agrees that in case of its default in executing said Agreement with necessary bonds, the check or bond accompanying this Bid and money payable will become and remain the property of the City of Santa Cruz.

Enclosed is Bidder's bond, certified check, or cashier's check no. _____ of the _____ Bank for \$ _____ which is not less than 10 percent of the Bid submitted by the undersigned, payable to the City of Santa Cruz, California, and which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

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

It is agreed that this bid may not be withdrawn over a period of sixty (60) days from the opening thereof.

Bidder submits the following complete and executed documents herewith to form a complete Bid:

1. Bid Form
2. Basis of Bid
3. Bid Bond (if used as security)
4. List of Subcontractors Form
5. DIR Compliance Affidavit
6. Contractor Reference Information
7. Non-Collusion Declaration
8. Bidder's Financial Qualification

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

The undersigned declares under penalty of perjury that the information contained in this Bid and all accompanying documents are true and correct. **A notary acknowledgment is required.**

Dated: _____ Firm Name: _____

Official Address: _____ Phone: _____

Email Address: _____

By: _____ Title: _____

State Contractor's License No.: _____

DIR Registration No.: _____

Signature of Bidder: _____

BASIS OF BID

Name of Bidder: _____

Project Name/Number: _____

Item No.	Item Description	Unit	Estimated Quantity	Unit Price (\$)	Unit Price Extension (\$)
1	Mobilization	1	LS		
2	Water Pollution Control	1	LS		
3	Traffic Control and Construction Area Signs	1	LS		
4	Demolition and Removal	1	LS		
5	Over-Excavation (Revocable Item)	20	CY		
6	Cold Plane Asphalt Concrete (2-inch Minimum)	164	SY		
7	Asphalt Concrete (Type A)	49	TON		
8	PCC Curb Ramp	70	SF		
9	PCC Decorative Sidewalk	1810	SF		
10	PCC Decorative Driveway	270	SF		
11	PCC 6-inch Curb and Gutter	160	LF		
12	PCC 9-inch Curb and Gutter	95	LF		
13	Install 3" C.I. Curb Drain	30	LF		
14	Install 18-inch ADS Storm Drain Pipe	5	LF		
15	Install Catch Basin (Type B)	1	EA		
16	Relocate Decorative Streetlights	1	LS		

17	Relocate Railroad Signal Post	1	LS		
18	Relocate Bicycle Rack	2	EA		
19	Relocate Bollard and Chain	30	LF		
20	Adjust Water Valve to Grade	1	EA		
21	Adjust Clean Out to Grade	1	EA		
22	Adjust Manhole Frame & Cover to Grade	2	EA		
23	Adjust to Grade Existing Water Meter	2	EA		
24	Relocate Water Meter and Assembly	1	EA		
25	Relocate Sanitary Sewer Cleanout	1	EA		
26	Retaining Wall	1	LS		
27	Deduct New Metal Guardrail (Revocable Item)	(100)	LF		
28	Reinstall Guardrail (Revocable Item)	100	LF		
29	Install Signs and Posts	1	LS		
30	Grind (E) Thermoplastic Striping and Markings	1	LS		
31	Install Thermoplastic Traffic Stripes and Pavement Markings	1	LS		
32	Railroad Operations Flagging (Allowance)	\$20,000	Allowance	1	\$20,000.00
		SUBTOTAL			
		10% CONTINGENCY			
		TOTAL			

Total Basis of Bid Plus Contingency in Words: _____

**Bid Bond
(If Bond Posted as Security)**

KNOW ALL PERSONS BY THESE PRESENT:

THAT WE, _____, AS PRINCIPAL,
AND _____, AS SURETY, are held and firmly
bound unto the City of Santa Cruz in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT
OF THE BID of the Principal above named, submitted by said Principal to the City of Santa Cruz
for the work described below, for the payment of which sum in lawful money of the United States,
well and truly to be made to the City of Santa Cruz to which said bid was submitted, we bind
ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents. In no case shall the liability of the surety hereunder exceed the sum of
\$ _____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has
submitted the above-mentioned bid to the City of Santa Cruz, aforesaid, for certain construction
specifically described as follows

For: **PACIFIC BEACH ROUNDABOUT ENHANCEMENTS**
City Project No. c402507

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and
manner required under the specifications, after the prescribed forms are presented to him/her for
signature enters into a written contract, in the prescribed form, in accordance with the bid, and files
the certificate of insurance and two bonds with the City, one to guarantee faithful performance,
and the other to guarantee payment for labor and materials as required by law, then this obligation
shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day
of _____, 2025.

PRINCIPAL

SURETY

(Seal)

(Seal)

Signature

Signature

Title

Title

Address

Address

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary Acknowledgement.)

List of Subcontractors Form

Name of Bidder: _____

Project Name/Number: _____

Bidder will use Subcontractors for the Work: ☐ YES ☐ NO

For each subcontractor to whom the Bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent, Bidder shall indicate on this form each proposed subcontractor's legal/contracting entity name, business address and phone number, the Contractor's State Licensing Board license number, the public works contractor registration number issued pursuant to California Labor Code Section 1725.5, the dollar amount and proportion (in percent) of the Work of each Subcontractor (of any tier) to whom a portion of the Work will be awarded via one or more subcontracts, and the work to be performed by the subcontractor.

Subcontractor's Legal Name	Business Address and Phone Number	CSLB License Number	Public Works Contractor DIR Number	Subcontract Amount and Proportion of Total Bid Price	Work to Be Performed

(Attach additional sheets, if necessary)
DIR COMPLIANCE AFFIDAVIT

Name of Bidder: _____

Project Name/Number: _____

California Labor Code requires private contractors, and their subcontractors, to pay prevailing wages to their workers when working on a project funded by a public entity. Prevailing wages are due if the project costs more than \$1,000, and involves the following construction work: new construction, alteration, demolition, installation, repair and maintenance. Contractors must also make an attempt to hire apprentices when the total project costs exceed \$30,000.

Prior to commencement of the Contract, all Contractors and subcontractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to <https://www.dir.ca.gov/Public-Works/PublicWorks.html>.

- No contractor or subcontractor may be listed on a bid proposal for a public works project (effective March 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (effective April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- DIR registration is required each fiscal year (July 1 – June 30).

I, the Bidder, certify that:

I acknowledge that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. I am aware of the provisions of Senate Bill SB 854 and Labor Code sections 1725.5, 1771.1(a), 1774-1776, 1777.5, 1813, and 1815 which require Contractors to comply with all labor compliance requirements, including but not limited to, prevailing wage requirements, Public Works Contractor Registration Program, Electronic Certified Payroll Reporting, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract.

Signature

Date

Print Name

Title

Contractor Reference Information

Name of Bidder: _____

Project Name/Number: _____

Failure to provide this information may constitute grounds for rejection of the bid.

The Bidder has been engaged in the contracting business under State License No.(s) _____
for a period of years.

The following are five owners for whom the Bidder has constructed projects of similar scope to the Project. Such projects will have been completed within the past five years.

1. Name, Address, Phone No: _____

Project Description: _____

Date Completed: _____

2. Name, Address, Phone No: _____

Project Description: _____

Date Completed: _____

3. Name, Address, Phone No: _____

Project Description: _____

Date Completed: _____

4. Name, Address, Phone No: _____

Project Description: _____

Date Completed: _____

5. Name, Address, Phone No: _____

Project Description: _____

Date Completed: _____

Non-Collusion Declaration
(Pursuant to Section 7106 of the Public Contract Code)

Name of Bidder: _____

Project Name/Number: _____

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2025, at _____[City], _____, [State].

(Signature)

Bidder's Financial Qualification

Name of Bidder: _____

Project Name/Number: _____

Reference is hereby made to the following bank or banks as to the financial responsibility of the Bidder:

Name of Bank	Address/Phone Number/Contact Name & Title

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the Bidder:

Company: _____

Address: _____

Company: _____

Address: _____

I certify that Bidder is financially and technically capable of performing and has the necessary experience to perform the work of the contract.

I declare under penalty of perjury that the foregoing is true and correct. This certificate is executed on _____ [date], at _____ [city], _____ [state].

BIDDER

Name: _____

Title: _____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____ (“Effective Date”), by and between the CITY OF SANTA CRUZ, a municipal corporation, hereinafter called “City,” and _____, hereinafter called “Contractor;”

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I

That for and in consideration of the covenants and agreements herein contained and the payments at the prices stated in the bid proposal attached hereto, and by this reference made a part hereof, the Contractor hereby covenants and agrees to furnish any and all required supervision, labor, equipment, material, services, and transportation, as set forth in the Contract Documents as hereinafter defined, and will bear any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, construct, reconstruct, pave or repave and complete improvements for:

PACIFIC BEACH ROUNDABOUT ENHANCEMENTS City Project No. c402507

(the “Project”) in strict conformity and compliance with the Contract Documents, and to do everything required by this Agreement, and by said Contract Documents as hereinafter defined (the “Work”).

ARTICLE II

It is expressly agreed and understood by each and every party to this Agreement that the following documents are hereby incorporated and made a part of this Agreement (hereinafter the “Contract Documents”):

1. All applicable Laws and Regulations
2. Duly issued Agreement modifications, and allowance authorization(s) signed by the City, in chronological order by effective date of each
3. This Agreement, including:
 - a. Exhibit A – Contractor’s Bid Proposal, including all attachments
4. Labor and Material Bond (Payment Bond)
5. Faithful Performance Bond
6. Insurance Certificates, including Contractor’s Certificate Relating to Worker’s Compensation
7. Good Faith Effort Statement for Local Hire
8. Local Hiring Statement
9. Invitation For Bids for Pacific Beach Roundabout Enhancements, c402507, including the Project Specifications, drawings, and plans, all Exhibits, and all Addenda in the reverse order of date of issuance
10. General Conditions

11. Standard Specifications, including the City Specifications and all applicable State Specifications and/or Drawings

The parties to this Agreement do hereby expressly acknowledge that they have read, understand, and promise to comply with each and every provision of Contract Documents. There are no Contract Documents other than those indicated above. In the event inconsistencies, conflicts, or ambiguities between and among the Contract Documents are discovered, the parties shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed above. Inclusion of an order of precedence herein does not in any way negate or reduce Contractor's obligation to report conflicts, discrepancies, apparent omissions, and similar matters to the City.

ARTICLE III

It is expressly agreed and understood by the Contractor that the "Standard Specifications" consists of the documents on file at the Public Works Department of the City of Santa Cruz, entitled:

1. City of Santa Cruz Department of Public Works, Department of Parks and Recreation, and Water Department 2002 Standard Specifications ("City Specifications");
2. Standard Specifications of the State of California, Department of Transportation, dated 2022 ("State Specifications"); and
3. State of California /Caltrans: California Manual on Uniform Traffic Control Devices (CA MUTCD) (2014 Revision 8).

Where conflicts arise between the City's Standard Specifications and the State Specifications, the City's Standard Specifications shall control and apply.

ARTICLE IV

Contractor shall conform to all laws and regulations of the United States and the State of California, as well as laws of Santa Cruz, as may be applicable to the Project. In addition, the City Council of the City of Santa Cruz endorses the MacBride Principles and the Peace Charter and encourages all companies doing business in Northern Ireland to abide by the MacBride Principles.

ARTICLE V

The City hereby contracts to pay said Contractor the prices provided for in the Bid Proposal in the manner, to the extent, and at the times set forth in the Contract Documents.

ARTICLE VI

It is agreed by the parties hereto that the acceptance of the Contractor's performance will be made only by an affirmative action of the City of Santa Cruz City Council in session, evidenced by resolution, and upon the filing by the Contractor of a Release of all Claims of every nature on account of work done under this Agreement, together with an affidavit that all claims have been fully paid.

The acceptance by the Contractor of said final payment shall constitute a waiver of all claims against the City arising out of or in connection with this Agreement.

ARTICLE VII

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and its respective officials, officers, directors, partners, employees, and authorized agents (“Indemnitees”) from and against any and all claims, suits, actions, judgments, demands, liabilities, losses, damages, expenses, including attorneys’ fees and costs of litigation (collectively, “Losses”), arising from personal or bodily injuries, death, property damage, or otherwise in any way related to, connected with, or resulting from the obligations or performance of the Work under this Agreement by Contractor, subcontractors, and their respective officers, directors, employees, agents, or other third parties directly or indirectly employed by or under the authority or control of Contractor or subcontractors. This provision shall not be deemed to require the Contractor to indemnify or hold harmless an Indemnitee for any Loss proximately caused by the sole or active negligence or willful misconduct of the Indemnitee, as determined by a court or other adjudicatory body of competent jurisdiction.

Contractor acknowledges and agrees that Contractor’s obligation to defend the City and the other Indemnitees arises at the time such Losses is tendered to Contractor by the Indemnitees and continues at all times until finally resolved, and/or decided by an adjudicatory body or a court of competent jurisdiction. This provision shall survive the termination of the Agreement or the completion of the Work.

This indemnification clause supersedes any other indemnification clauses contained in any other Contract Documents.

ARTICLE VIII

Article intentionally omitted.

ARTICLE IX

General Terms

1. Complete Agreement. This Agreement, along with the terms and conditions in the Contract Documents and any attachments, is the full and complete integration of the Parties’ agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
2. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
3. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.

4. Governing Law. This Agreement shall be governed by and interpreted in accordance with California law.
5. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
6. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.
7. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

Signature Page to Follow

IN WITNESS WHEREOF, this Agreement is executed by the City Manager of the City of Santa Cruz, under and pursuant to a resolution of the City Council authorizing such execution, and the Contractor has affixed his/her signature hereto the day and year first hereinabove written.

Technical Review by:

Kevin Crossley, Assistant Director/City Engineer

Date: _____

Approved as to Form by:

Anthony P. Condotti, City Attorney

Date: _____

For Contractor Name:

Signature: _____
(Name, Title)

Date: _____

For CITY OF SANTA CRUZ, a municipal corporation

Matt Huffaker, City Manager

Date: _____

LABOR AND MATERIAL BOND

WHEREAS, as the City Council of the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California (the "City"), has awarded to _____, hereinafter designated as the "Principal", a contract for constructing the work or improvement described in the contract documents entitled: **Pacific Beach Roundabout Enhancements** adopted by the City Council of the City on _____, 2025 and

WHEREAS, said Principal is required under the terms of said contract to furnish a Labor and Material Bond, the surety of this bond will pay the same to the extent hereinafter set forth; and

WHEREAS, the said Principal is about to enter into the annexed contract with the City to complete the work or improvement referred to above for the City, all as more particularly and in detail shown upon the Contract Documents filed in the Office of the City Clerk of the City:

NOW, THEREFORE, we, the Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____ as "Surety", are held and firmly bound unto the City of Santa Cruz in the sum of _____ dollars (\$ _____), such sum being not less than one hundred percent (100%) of the estimated contract cost of the work, lawful money of the United States of America, to be paid to the City of Santa Cruz, for payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assign jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or its heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, vendor supplies, or equipment as provided in the contract documents, upon, for, or about the performance of the work contracted to be done, or for any work or waiver thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or fails to pay any of the persons authorized under Civil Code Section 9100 to assert a claim against a payment bond, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal or his/her subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the principal and all subcontractors with respect to such work and labor that the surety or sureties will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, will pay, in addition to the face amount hereof, a reasonable attorney's fee, to be fixed by the Court.

The condition of this obligation is such that its terms inure to the benefit of any of the persons and entities authorized in Civil Code Section 9100 to assert a claim against a payment bond so as to give a right of action to such persons or entities or their assigns in any suit brought upon or action to enforce liability on the bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder shall in any manner affect its obligation upon this bond, and it does hereby explicitly waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, and further explicitly hereby waives its rights under Civil Code Section 2819.

IN WITNESS WHEREOF, the above parties have executed this instrument under their seals this _____ day of _____, 2025, and duly signed by its undersigned representative, pursuant to the authority of its governing body.

PRINCIPAL:

Firm name: _____

Printed name: _____

Signature: _____

Date: _____

Title: _____

SURETY:

Firm name: _____

Printed name: _____

Signature: _____

Date: _____

Title: _____

I hereby approve the form of the within bond.

City Attorney

Date:

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary Acknowledgement.)

FAITHFUL PERFORMANCE BOND

WHEREAS, the City Council of the City of Santa Cruz, a municipal corporation in the County of Santa Cruz, State of California (the "City"), and _____ hereinafter designated as "Principal" have entered into an agreement whereby Principal agrees to install and complete the work or improvement described in the contract documents entitled: **Pacific Beach Roundabout Enhancements** adopted by the City Council of the City on _____, 2025; and

WHEREAS, said Principal is about to enter into the annexed agreement with the City as is required to furnish security for the faithful performance of said Agreement.

NOW, THEREFORE, we, the Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, as "Surety", are held and firmly bound unto the City, in the sum of _____ (\$_____), such sum being not less than one hundred percent (100%) of the estimated contract cost of the work, lawful money of the United States of America, to be paid to the City, for payment of which sum, well and truly to be paid, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns, by these presents;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Principal, its heirs, executors, administrators, successors, or assigns will in all things abide by and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to the true intent and meaning, and will indemnify and save harmless the City, its officers and agents, and employees, as therein stipulated, then this obligation will become null and void, otherwise it will be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there will be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City.

As a condition precedent to the satisfactory completion of the said contract, an obligation in the amount of _____ (\$_____), being not less than ten percent (10%) of the estimated contract cost, will remain in force for a period of one (1) year after the official acceptance of said work, during which time if the Principal, its heirs, executors, administrators, successors or assigns will fail to make full, complete and satisfactory repairs and replacements or totally protect the City of Santa Cruz from loss or damage made evident during said period of one (1) year from the date of official acceptance of said work and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the sum of (\$ _____), will remain in full force and effect, otherwise the obligation will be discharged. However, notwithstanding any other provisions of

this paragraph, the obligation for the surety hereunder will continue so long as any obligation of the Principal remains.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications will in any manner affect this obligation upon this bond, and it does hereby explicitly waive notice of any such changes, extensions of time, alterations, or additions to the terms of the contract or to the work to be performed thereunder, or to the specifications, and it further explicitly hereby waives its rights under California Civil Code § 2819.

IN WITNESS WHEREOF, the parties have executed this instrument under their seals this _____ day of _____, 2025, and duly signed by its undersigned representative, pursuant to the authority of its governing body.

PRINCIPAL:

Firm name: _____

Printed name: _____

Signature: _____ Date: _____

Title: _____

SURETY:

Firm name: _____

Printed name: _____

Signature: _____ Date: _____

Title: _____

I hereby approve the form of the within bond:

City Attorney

Date

(Note: Signatures of those executing for the surety as an Attorney-in-Fact must include a Notary Acknowledgement.)

Contractor's Certificate Relating to Worker's Compensation

I, THE UNDERSIGNED, HEREBY CERTIFY that at all times during the performance of any work under contract with the City of Santa Cruz (check one of the following) for the **Pacific Beach Roundabout Enhancements Project**:

- ☐ I have and will maintain in full force and effect Workers' Compensation Insurance, as required by Section 3700 of the Labor Code, for the performance of the Work. My Workers' Compensation insurance carrier and policy number are:

Insurance Carrier: _____

Policy Number: _____

- ☐ I have and will maintain in full force and effect and have attached hereto a Certificate of Consent to Self-Insure issued by the Director of Industrial Relations, as provided for by Section 3700 of the Labor Code, for the performance of the Work.

I declare under penalty of perjury that the foregoing is true and correct and executed on _____, 2025 at _____, California.

CONTRACTOR

Name: _____

Title: _____

Good Faith Effort Statement for Local Hire

In conformance with Chapter 3.10 of the Municipal Code, each Contractor and subcontractor shall complete and submit this Statement following Award of Contract and prior to issuance of the Notice to Proceed.

Project Title: _____

Name and Title of Person Completing Statement: _____

Name of Contractor or Subcontractor: _____

Date Statement Completed: _____

Address: _____

Contractor (or Subcontractor) estimates that fifty percent (50%) or more of its workforce for this project meets the local hire requirements of this contract: ☐ Yes ☐ No*

*If no, complete the following table:

Name & Address of Local Recruitment Source			
Date of Recruitment Contact			
Person Contacted & Phone #			
Trade & Classification			
# of Hire Referrals Requested			
# of Local Hire(s) Made as Result of Contact			
Name & Address of Local Hire(s), as a Result of Contact			

(Additional Sheets May Be Attached As Needed)

Local Hiring

Prevailing wage statements shall be deemed acceptable documentation to accurately record hiring information required to comply with Chapter 3.10 of the Municipal Code pertaining to Local Hiring. However, the following information shall accompany the prevailing wage statements:

For pay period ending _____

I. For each employee, complete residency compliance by marking the appropriate box.

Employee	a. Resident of the County of Santa Cruz for at least one year preceding date of Award of Contract, or	b. A member of a Building Trade Journeyman, or Building Trade Apprentice program whose organization has jurisdiction over all or part of Santa Cruz County.
1	Yes ☐ No ☐	Yes ☐ No ☐
2	Yes ☐ No ☐	Yes ☐ No ☐
3	Yes ☐ No ☐	Yes ☐ No ☐
4	Yes ☐ No ☐	Yes ☐ No ☐
5	Yes ☐ No ☐	Yes ☐ No ☐
6	Yes ☐ No ☐	Yes ☐ No ☐
7	Yes ☐ No ☐	Yes ☐ No ☐
Apprentice		
	Yes ☐ No ☐	Yes ☐ No ☐

DUPLICATE AS NECESSARY

II. Calculate total weekly project local hiring percentage based on personnel and hours reported on prevailing wage statement: _____%

III. Calculate cumulative total project local hiring percentage based on personnel and hours reported on prevailing wage statement: _____%

GENERAL CONDITIONS

1. Failure to Execute Contract

Failure of the lowest responsible and responsive bidder to execute the Contract and provide all acceptable bonds and documents as required by the Contract Documents as provided herein within ten (10) calendar days after such bidder has received the Contract for execution shall be just cause for the annulment of the award and the forfeiture of the bid security. This period of time shall be subject to extension for such further period as may be agreed upon in writing between the City and Bidder concerned.

2. Contractor's Insurance

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

A. CERTIFICATE REQUIREMENTS

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

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be City of Santa Cruz, Risk Management, 1200 Pacific Avenue, Suite 290, Santa Cruz, CA 95060
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the City, its officers, officials, employees, agents, and volunteers as additional insureds.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE

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

- **COMMERCIAL GENERAL LIABILITY (CGL): \$2,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE**
Proof of coverage for \$2 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be at least twice the required occurrence limit.
- **AUTOMOBILE LIABILITY:**
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any

auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.

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

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

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

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

Builder's Risk (Course of Construction) Insurance

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

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

C. OTHER INSURANCE PROVISIONS

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

The insurance policies are to comply with the following provisions:

- ADDITIONAL INSURED STATUS

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

- PRIMARY COVERAGE

For any claims related to this Agreement, Consultant's insurance coverage will be **primary** insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers will be excess of Consultant's insurance and will not contribute with it.

- NOTICE OF CANCELLATION

Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the City.

- WAIVER OF SUBROGATION

Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss, including attorney's fees under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

- EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES

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

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

- SELF-INSURED RETENTIONS

Self-insured retentions must be declared to and approved by the City. City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

- ACCEPTABILITY OF INSURERS

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

- CLAIMS MADE POLICIES

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *five (5)* years after completion of contract work.

- **VERIFICATION OF COVERAGE**

Consultant will furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL, CPL, and automobile Policy(ies) listing all policy endorsements to be approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Consultant’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

D. SUBCONTRACTORS

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

E. SPECIAL RISKS/CIRCUMSTANCES

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

3. Claims

A. Definition of “Claim”.

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

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

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

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

B. Time Period for Submission of Claim.

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

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

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

C. Reasonable Documentation.

The Claim must include the following:

- (i) A statement that it is a Claim and a request for a decision on the Claim;
- (ii) A detailed factual narrative of events fully describing the nature and circumstances giving rise to the Claim, including but not limited to, necessary dates, locations, and items of Work effected and reasonable documentation to support the Claim;
- (iii) A certification, executed by each Subcontractor claiming not less than 5% of the total monetary amount sought by the Claim, that the Subcontractor's portion of the Claim is filed in good faith.
- (iv) If the Claim involves an adjustment to the Contract Sum or Contract Time for Extra Work, a statement demonstrating that a Change Order Request was submitted in a timely manner as required by the Contract Documents. If the Claim does not involve an adjustment to the Contract Sum or Contract Time for Extra Work, a statement

demonstrating that a notice of intent to file the Claim was submitted in a timely manner as required by the Contract Documents.

- (v) A detailed justification for any remedy or relief sought by the Claim, including, without limitation:
 - a. A detailed cost breakdown in the form required for submittal of Change Order Requests, including an estimate of the costs incurred or to be incurred. To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including, without limitation, payroll records, material and rental invoices, and the like) demonstrating that costs claimed have actually been incurred. To the extent costs have not yet been incurred at the time of Claim submittal, actual cost records must be submitted on a current basis not less than once a month during any periods costs are incurred.
 - b. Copies of actual job cost records demonstrating that the costs have been incurred.
 - c. If the Claim is based on an error, omission, conflict, or ambiguity in the Contract Documents: (1) a sworn statement by Contractor and any Subcontractors or Sub-subcontractors involved in the Claim, to the effect that the error, omission, conflict, or ambiguity was not discovered prior to submission of the Bid, or (2) if not discovered, a statement demonstrating that the error, omission, conflict, or ambiguity could not have been discovered by Contractor, its Subcontractors or Sub-subcontractors in exercise of the degree of care required of them under the Contract Documents for review of the Bid Documents prior to submission of the Bid.
- (vi) If the Claim involves a request for adjustment of the Contract Time, written documentation demonstrating that Contractor has complied with the requirements of the Contract Documents pertaining to proving the right to an extension of time and demonstrating that Contractor is entitled to an extension of time under the Contract Documents.
- (vii) A written certification signed by a responsible managing officer of Contractor's organization, who has the authority to sign subcontracts and purchase orders on behalf of Contractor and who has personally investigated and confirmed the truth and accuracy of the matters set forth in such certification, in the following form:

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

- a. The facts alleged in or that form the basis for the Claim are true and accurate.
- b. The Claim is submitted in good faith.
- c. The Change Order Request was timely submitted, as required by the Contract Documents.
- d. Contractor does not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading.
- e. Contractor has, with respect to any request for money or damages alleged in or that forms the basis for the Claim, reviewed the job cost records (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any

Tier, that is asserting all or any portion of the Claim) and confirmed with reasonable certainty that the Losses or damages suffered by Contractor and/or such Subcontractor or Sub-subcontractor were in fact suffered in the amounts and for the reasons alleged in the Claim.

- f. Contractor has, with respect to any request for extension of time or claim of Delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, reviewed the job schedules (including those maintained by Contractor and by any Subcontractor or Sub-subcontractor, of any Tier, that is asserting all or any portion of the Claim) and confirmed on an event-by-event basis that the delays or disruption suffered by Contractor and /or such Subcontractor or Sub-subcontractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and.
- g. Contractor has not received payment from City for, nor has Contractor previously released City from, any portion of the Claim.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

D. Assertion of Claims.

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

- (iv) There shall be no waiver of any of the rights set forth in California Public Contract Code Section 9204; provided, however, that (i) upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (ii) the City may prescribe reasonable Change Order, Claim, and Dispute Resolution Procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise the timeframes and procedures set forth in Public Contract Code Section 9204.
- (v) The City's right to commence the Contract dispute resolution process shall arise at any time following the City's actual discovery of the circumstances giving rise to the dispute. Nothing herein shall preclude the City from asserting disputes in response to a Claim asserted by Contractor.

E. Decision of City on Claims.

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

(v) Amounts not paid in a timely manner as required by this Section shall bear interest at 7 percent per annum, pursuant to Public Contracting Code section 9204(d)(4).

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

F. Meet and Confer Conference.

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

G. Mediation.

(i) Within ten (10) business days following the conclusion of the meet and confer conference, specified in Section 3(F), if the Claim or any portion of the Claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

(ii) For purposes of this Section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation, or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

- (iii) Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

H. Arbitration and Litigation.

- (i) In the event mediation does not resolve the parties' dispute, the parties shall comply with the Arbitration provisions set forth in Public Contract Code Sections 10240 – 1024.13.
- (ii) Unless the City and Contractor otherwise agree in writing, the arbitration decision shall be binding upon the parties, made under and in accordance with the laws of the State of California, supported by substantial evidence, and in writing. If the total of all Claims or cross Claims submitted to arbitration is in excess of \$50,000, the award shall contain the basis for the decision, findings of fact, and conclusions of law. Any arbitration award shall be subject to confirmation, vacation, or correction under the procedures and on the grounds specified in the California Code of Civil Procedure including without limitation Section 1296. The expenses and fees of the arbitrators and the administrative fees of the AAA shall be divided among the parties equally. Each party shall pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.
- (iii) The City may, but is not required, to assert as a counterclaim any matter arising out of the claims asserted by Contractor in the arbitration. City's failure to assert any such counterclaim in an arbitration shall be without prejudice to the City's right to assert the counterclaim in litigation or other proceeding.
- (iv) Any litigation shall be filed in the Superior Court of the State of California for the County of Santa Cruz.

I. Waiver.

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

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

4. Time of Completion

Attention is directed to the provisions in Section 8 (Commencement of Work, Time of Completion and Liquidated Damages) of the Standard Specifications and these General Conditions.

The Contractor shall promptly start the work and diligently prosecute the work to completion before the expiration of **sixty (60) working days** after the date of the Notice to Proceed.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5. Failure to Complete the Work on Time (Liquidated Damages)

All time limits stated in the Contract Documents are of the essence. If the work is not completed by Contractor in the time specified in the Contract Documents, or within any period of extension authorized in writing by the City, it is understood that City will suffer damage; and it being impracticable and infeasible to determine the amount of actual damage, it is agreed that Contractor will pay the City, as fixed and liquidated damages, and not as a penalty, the sum of **Two Thousand (\$2,000) dollars** for each calendar day of delay until the work is completed and accepted, and Contractor and his/her surety will be liable for the amount thereof; provided, however, that Contractor shall not be charged liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor.

Contractor shall, within ten (10) days from the beginning of any such delay, notify City in writing of the cause of the delay; whereupon City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in its judgment, the findings of fact justify such an extension. City's finding of fact thereon shall be final and conclusive on the parties hereto.

6. Existing Facilities

Prospective bidders shall visit the work site and determine for themselves the existing conditions at the Project site, including location of utilities. The Contractor shall take precaution so as to avoid damaging existing public facilities and private improvements.

In accordance with California Government Code Section 4215, the City assumes the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified in the plans and specifications made a part of the invitation for bids. The City will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunk line utility facilities located at the Project site and not identified with reasonable accuracy in plans and specifications made a part of the invitation for bids. The City will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the City's or utility owner's failure to provide for removal or relocation of such main or trunk line utility facilities.

Nothing in this provision or the Contract Documents will be deemed to require the City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter, and junction boxes, on or adjacent to the Project site; provided, however, that nothing in

this provision or the Contract Documents shall relieve the City from identifying main or trunk lines in the plans and specifications made a part of the invitation for bids.

Nothing in this provision or the Contract Documents will preclude the City from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

If the Contractor while performing the Work discovers utility facilities not identified by the City in the plans and specifications made a part of the invitation for bids, the Contractor must immediately notify the City and utility in writing.

Either the City or the utility, whichever owns existing main or trunk line utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price

The Contractor will be required to work around public utility facilities that are to remain in place within the construction area or that are to be relocated and relocation operations have not been completed, and (s)he will be held liable to the owners of such facilities for any damage or interference with service resulting from his/her operations.

The exact locations of underground facilities and improvements within the construction area shall be ascertained by the Contractor before using equipment that may damage or interfere with service resulting from his/her operations. It shall be the Contractor's responsibility to notify public utilities that (s)he is working in the vicinity of their facilities.

Other forces may be engaged in moving or reconstructing utility facilities or maintaining service of utility facilities, and the Contractor shall cooperate with such forces and conduct his/her operation in such a manner as to avoid unnecessary delay or hindrance to the work being performed by such other forces.

The City owns, operates, and maintains its own water distribution and sewer collection systems and will cooperate with the Contractor insofar as it is reasonable and practicable. Water, as required for City projects, may be obtained at City-owned fire hydrants provided that application is made to the Water Department and permission obtained with provision for payment.

Full compensation for conforming to the requirements of this article, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

All underground utilities including but not limited to water service, sewer laterals, electrical service, and gas service broken or disturbed by the Contractor's crew will be replaced or repaired by the Contractor or Utility Company at the Contractor's expense.

The Contractor shall consult with utilities and notify them of any relocation or protection in sufficient time to allow the utilities to perform the work in a complete and orderly manner.

7. Water Pollution Control Program (WPCP) and/or Storm Water Pollution Prevention Program (SWPPP)

Water pollution control work and storm water pollution prevention work shall conform to Chapter 4 of the Best Management Practices Manual for the City's Storm Water Management Program available on the City of Santa Cruz website at:

<http://www.cityofsantacruz.com/government/city-departments/public-works/stormwater/best-management-practices>.

The Contractor shall take all necessary precautions to prevent any leakage or sewage spills of any kind onto adjacent property, public or private roadway, drainage systems, and waterways. The Contractor shall be liable for any and all clean-up costs or any fines that may be levied including those by the Regional Water Quality Control Board (RWCQB) against the City, in the event that such leakage or spill occurs. The Contractor shall also be responsible for reporting any and all spill to the appropriate regulatory agencies, including the RWCQB and the Santa Cruz-County Health Department.

Full compensation for conforming to the requirements of **"WATER POLLUTION CONTROL"** including furnishing all labor, materials, equipment, tools, and incidentals shall be included in the contract LUMP SUM bid price and no additional compensation will be allowed.

8. Maintenance and Clean-Up

Throughout the construction period, the Contractor shall keep the Project site in a neat and clean condition, shall dispose of any surplus materials in an approved manner off the site, and maintain proper housekeeping practices to the satisfaction of the Engineer.

When any material is to be disposed of outside of the easement or street or highway right-of-way, the Contractor shall first obtain written permission from the owner on whose property the disposal is to be made. Disposal must conform to grading ordinance of the jurisdiction in which the Work is performed. Location of disposal sites shall be submitted to the Engineer for review and subject to his/her approval.

Upon completion of the Work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the Work of all rubbish, excess materials, falsework, temporary structures, and equipment, and all portions of the Work shall be left in a neat and orderly condition. The final inspection, acceptance, and final payment will not be made until this has been accomplished.

9. State of California Department of Transportation Standard Specifications

All Work under the Contract shall conform to the applicable requirements of the most recent published State of California Department of Transportation Standard Specifications. Said State Specifications are to be considered an integral part of the specifications for all purposes related to this Contract.

Definitions of terms not defined in City Standard Specifications shall be as defined in the 2022 State Standard Specifications, available at:

https://dot.ca.gov/-/media/dot-media/programs/design/documents/2022_stdspecs-a11y.pdf

10. Notification of Project Commencement

The Contractor shall notify the City Engineer at least five (5) business days prior to mobilizing to the Project site.

11. Project Schedule

The Contractor shall prepare a project schedule and submit it to the Engineer for his/her review and approval five (5) days prior to the beginning of the Work. **Work shall be conducted between the hours of 8 AM and 5 PM, Monday to Friday, except with the permission of the Director, except in case of any emergency. The Contractor may request a 7 AM start and/or weekend work in writing.**

12. Progress and Final Payment

Progress and final payments will be made in accordance with Section 9 of the Standard Specifications, except as herein modified.

Payments are made every two weeks by the City Finance Department. The Contractor may receive partial payments only once for any month. A listing of payment cut-off dates is available upon request.

13. Extra Work

Extra work shall conform to the provisions in Section 9 of the California Standard Specifications and to these General Provisions.

Any alleged extra work or delays shall be given in writing within 24 hours of any occurrence to the Project Engineer or Inspector. The Contractor shall submit to the Project Engineer or Inspector an extra work report for each day the extra work is performed. The report shall be submitted prior to the start of work the following day. The report shall include: (1) a description of the extra work; (2) the quantity, classification, and working hours of the extra work labor force; (3) the type of equipment, code number, and hours of operation of the equipment towards extra work; and (4) the quantity and type of materials used for extra work.

14. Local Hiring Compliance Forms

The Contractor, and all subcontractors, must comply with the local hiring provisions of Chapter 3.10 of the Municipal Code of the City of Santa Cruz, which is incorporated into these Contract Documents by reference. Chapter 3.10 specifically requires City Contractors and subcontractors to make good faith efforts to hire qualified individuals who are local residents, as workers on City public works projects of estimated value of greater than the formal bid limit, unless prohibited by State or Federal laws or regulations.

The Contractor and all listed subcontractors must complete and submit to the City, after the Award of Contract and prior to the issuance of the Notice to Proceed, the form entitled, “Good Faith Effort Statement for Local Hire,” as contained in the Contract Documents.

The Contractor must also complete and submit to the City, on a weekly basis, documentation of local hiring. The certified payroll documents required by the Department of Industrial Relations will be deemed acceptable documentation if the certified payroll documents are accompanied by the form included in the Contract Documents or if certified payroll documents are modified to include the information therein.

15. Apprentice Hiring Records and Compliance Forms

City apprentice requirements do not apply to projects less than one hundred thousand dollars (\$100,000) in value.

The Contractor, and all subcontractors, must comply with the apprentice hiring provisions of Chapter 3.10 of the Municipal Code of the City of Santa Cruz, which is incorporated into these Contract Documents by reference. Chapter 3.10 specifically requires each City Contractor or subcontractor to make a good faith effort to hire an apprentice on the Project who is enrolled in a viable apprentice program. Viable apprenticeship programs are listed on the Division of Apprenticeship Standards (DAS) web site (select Santa Cruz County): <http://www.dir.ca.gov/databases/das/pwaddrstart.asp>. The apprenticeship requirement will apply for each apprenticeable craft in which the Contractor employs workers in performing any of the work under the Contract. Attention is also directed to State Labor Code Sections 1777.5 and 1777.6 and California Apprenticeship Council regulations concerning the employment of apprentices by the Contractor or subcontractor.

Chapter 3.10 further requires the maintenance of documents demonstrating that the Contractor has requested an apprentice from a minimum of two viable apprenticeship programs after the Contractor is awarded the Contract and prior to commencing work. Failure to comply with any of the provisions of Chapter 3.10, including the maintenance of the records, will be deemed a breach of the Contract or subcontract and may result in the Contractor or subcontractor being declared “non-responsible” by the City and ineligible for the award of future City contracts. In addition, State Labor Code 1777.5 provides for penalties of up to one hundred dollars (\$100) a day for non-compliance.

If the Contractor is exempted from the apprentice requirement according to the exemptions described in State Labor Code 1777.5, the Contractor must notify the City in writing of their exemption prior to commencing work and explain the exemption in detail.

Unless exempted, the Contractor will, prior to commencing Work, submit to the City and the appropriate apprenticeship program, a DAS Form 140. The Contractor will submit a copy of the Request for Dispatch of Apprentice Form to the City as evidence that an apprentice was requested. A Request for Dispatch of Apprentice Form is provided in Section 4 of these Special Provisions. The request for an apprentice will be made at least two (2) working days before the date on which one or more apprentices are required. These forms are available from the DAS web site (<http://www.dir.ca.gov/das/PublicWorksForms.htm>).

16. Third Party Claims

Both parties shall timely notify the other of the receipt of any third-party claim relating to the Contract or Project. The City shall be entitled to recover its reasonable costs incurred in providing such notice.

17. Force Majeure

Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, acts of terrorism, war, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties. Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder, or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Contract.

18. Contractor Not an Agent

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Contract to bind City to any obligation whatsoever.

19. Conflicts of Interest

Contractor owes City a duty of undivided loyalty in performing the Work and services under this Contract. Contractor covenants (on behalf of Contractor and its employees, agents, representatives, and subcontractors) that there is no direct or indirect interest, financial or otherwise, which would conflict in any manner or degree with the performance of services required under this Contract. Contractor acknowledges and agrees to comply with applicable provisions of conflict of interest law and regulations, including the Political Reform Act, Section 1090 of the Government Code,

and the City's conflict of interest code. Contractor will immediately advise City if Contractor learns of a conflicting financial interest of Contractor during the term of this Contract.

20. City Property

Unless otherwise provided herein, Contractor agrees that all copyrights which arise from creation of Project-related documents and materials pursuant to this Agreement shall be vested in the City and Contractor waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. Any work product related to this Contract shall be confidential, not to be used by the Contractor on other projects or disclosed to any third party, except by agreement in writing by the City, or except as otherwise provided herein.

21. Railroads

- A. Contractor is responsible for paying any flagging costs. Contractor and Subcontractors shall comply with the latest Certificate of Insurance requirements from St. Paul & Pacific Railroad and/or Roaring Camp Railroads work within the Railroad area.

St. Paul & Pacific Railroad
Progressive Rail Inc.
Brenda K. Rivera, MPA
Director, Contract Compliance
21778 Highview Ave
Lakeville, MN 55044
Direct: 952-495-0579
brivera@progressiverail.com
www.progressiverail.com

- B. Contractor is responsible for obtaining the Roaring Camp Railroads train schedule and hours of operation in advance before starting construction activities within the Railroad area. Contractor shall avoid creating any conflict with Roaring Camp train operations. Contractor must coordinate work with Roaring Camp to comply with all the requirements of train operations during construction hours.

Contractor must comply with all insurance and safety requirements from Roaring Camp Railroads.

Roaring Camp Railroads
Todd Manoff
5401 Graham Hill Road,
Felton, CA 95018
PO Box G-1
Felton CA, 95018
(831) 335-4484
Todd@roaringcamp.com

C. Santa Cruz County Regional Transportation Commission

Contractor is responsible to coordinate utility work that encroaches on railroad tracks and equipment with Santa Cruz County Regional Transportation Commission (SCCRTC). The Contractor shall request that SCCRTC's railroad contractor mark the railroad utilities that are within the project limits.

Santa Cruz County Regional Transportation Commission
Riley Gerbrandt, PE, QSD/QSP
Associate Transportation Engineer
1101 Pacific Avenue, Suite 250
Santa Cruz, CA 95060
Main Office 831.460.3200 | Dir: 831.460.3215 | Mob: 831.316.3294
rgerbrandt@scrtc.org

22. Equal Employment Opportunity/Non-Discrimination Policies

City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or veteran status, or any other consideration made unlawful by local, State or Federal law. Contractor must comply with all applicable Federal and State and local equal employment opportunity laws and regulations, and Contractor is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Contractor's business organization. The City's current Equal Employment Opportunity and Non-Discrimination policies to which this Section applies may be viewed at:

<http://www.codepublishing.com/CA/SantaCruz/?SantaCruz09/SantaCruz0983.html>
<http://www.cityofsantacruz.com/home/showdocument?id=59192>.

23. Termination

A. City May Terminate for Cause

The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

- Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
- Failure of Contractor to perform or otherwise comply with a term of the Contract Documents;

- Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or Contractor's repeated disregard of the authority of City or Engineer.

If one or more of the events identified above occurs, then after giving Contractor (and any surety) at least fourteen (14) calendar days' written notice of City's intent to terminate the Contract, City may proceed to:

- declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
- enforce the rights available to City under any applicable performance bond.

Subject to the terms and operation of any applicable performance bond, if City has terminated the Contract for cause, City may exclude Contractor from the Site, take possession of the Work and all materials and equipment stored at the Site for which City has paid Contractor, including materials and equipment stored elsewhere, and complete the Work as City may deem expedient.

City may proceed with termination of the Contract under this Section, unless Contractor within seven (7) days of the date of the notice of intent to terminate begins to correct Contractor's failure to perform and proceeds diligently to cure such failure.

If the contract is terminated as provided herein, Contractor shall not be entitled to receive any further payment. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by City, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to City within thirty (30) calendar days of City's invoice to Contractor. Such claims, costs, losses, and damages incurred by City will be reviewed as to reasonableness. When exercising any rights or remedies under this paragraph, City shall not be required to obtain the lowest price for the Work performed.

Where Contractor's services have been so terminated by City, the termination will not affect any rights or remedies of City against Contractor then existing or which may thereafter accrue, or any rights or remedies of City against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by City will not release Contractor from liability.

B. City May Terminate for Convenience

Upon fourteen (14) calendar days' written notice to Contractor, the City may, without cause and without prejudice to any other right or remedy of City, terminate the Contract. In such case, Contractor shall submit a claim for payment including required certifications as required in the Contract Documents within six (6) months of the effective date of termination. Subject to verification to City's satisfaction, Contractor will be eligible to be paid for (without duplication of any items):

- completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;

- expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and
- other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

City shall not be liable for costs incurred by Contractor, or any Subcontractor or supplier, after receipt of a notice of termination.

City shall deduct from Contractor any advance payments made to Contractor related to the terminated portion of the Contract Documents, any claim which City may have against Contractor in connection with the Contract Documents, and any other applicable costs.

C. Contractor May Stop Work or Terminate

If, through no act or fault of Contractor, or Subcontractor, or any employee or agent of Contractor or any Subcontractor, (1) the Work is suspended for more than 180 consecutive days by City or under an order of court or other public authority, or (2) the City fails to act on an application for payment within 30 days after it is submitted by Contractor, or (3) City fails for sixty (60) calendar days to pay Contractor any undisputed sum finally determined to be due, then Contractor may, upon thirty (30) days' written notice to City, and provided City does not remedy such suspension or failure to cure within fourteen (14) days of the default, terminate the contract and recover payment for Work actually performed.

In lieu of terminating the Contract and without prejudice to any other right or remedy, if City has failed to act on an application for payment by Contractor within thirty (30) days after it is submitted, or City has failed for sixty (60) days to pay Contractor any undisputed sum finally determined to be due, Contractor may, fourteen (14) days after written notice to City, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

[End of Section]

SECTION 24 TECHNICAL SPECIAL PROVISIONS

24-1.01 MOBILIZATION

A DESCRIPTION

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

B MEASUREMENT AND PAYMENT

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

The contract **Lump Sum** bid price paid for "**Mobilization**" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in the mobilization as specified herein. Partial payments shall be in accordance with Section 9-1.16D of the State Standard Specifications.

24-1.02 TRAFFIC CONTROL AND CONSTRUCTION AREA SIGNS

A MAINTAINING TRAFFIC

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

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

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

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

The Contractor shall clean the area of work and keep it open for two-way traffic for weekends and evenings throughout the construction period. The Contractor shall furnish and place temporary

construction area signs required- for the direction of public traffic through or around the work at all times, day and night, 7 days a week.

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

1. Personal vehicles of the Contractor's employees shall not be parked within the construction area, on the traveled way or shoulders, including any section closed to public traffic.
2. Access for emergency vehicles to adjoining properties shall be maintained at all times during construction.
3. Contractor shall maintain access to existing business driveways at all times. Contractor shall provide written notification to all businesses/residents one week in advance and again 24 hours prior to work that will disrupt driveway access and shall through thoughtful planning, restore that access as soon as possible. The contractor shall consult with the inspector on the project and with affected business operators in advance of his/her obstructing vehicular or foot traffic to the properties to be affected, so that the best time for this obstruction can be determined.
4. The contractor shall provide temporary delineation after paving operations. Temporary delineation shall consist of "Series 5360 Scotch Lane" or equal pavement tape with foil backing. The Contractor shall maintain temporary delineation until permanent striping is installed. The Contractor shall remove temporary delineation immediately after permanent striping is installed. The Contractor shall remove temporary delineation immediately after of just before permanent striping is installed. Removal includes, but is not limited to blacking out all cat-tracking revisions for traffic lines and pavement markings.
5. The Contractor is prohibited from storage of materials or equipment in any location that would interfere with the free and safe passage of pedestrian, bike and vehicular traffic.
6. The Contractor shall notify and update fire, police, ambulance and transit services of anticipated closures and traffic flow disruptions at least 24 hours prior to construction work that affects traffic.
7. The Contractor shall notify local authorities of the Contractor's intent to begin work at least **5 calendar days** before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make all arrangements relative to keeping the working area clear of parked vehicles.

Special Days:

1. Wharf-to-Wharf (July)
2. Tri Santa Cruz (August)
3. Ironman 70.3 (September)
4. Santa Cruz Triathlon (September)
5. Santa Cruz Half Marathon (March)
6. She is Beautiful (March)
7. Boardwalk Fun Run (March)
8. Surfer's Path Half Marathon (May)

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

B TRAFFIC CONTROL SYSTEM

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

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

1. Show work zones and buffer zones, including width and length of excavation. Identify equipment and material staging area. NOTE: The buffer zone shall not be used for work activity, or the storage of equipment, vehicles, or materials. The buffer zone is an area used to provide recovery space for an errant vehicle. See Table 6C-2 in the CA MUTCD.
2. Show dimensions of traffic lanes, bicycle lanes and sidewalk affected by traffic control.
3. Indicate the type of signs used in accordance with CA MUTCD and the distances between advance warning signs as appropriate for the work being done. Show location and orientation of signs. See figures 6C-1 and 6H-1 through 6H-105 in the CA MUTCD.
4. Indicate type and size of channelizing devices and the typical distance between each device. See figure 6F-7 in the CA MUTCD.
5. Show length of taper (L) and width of offset and other tapers used, i.e. shifting taper, shoulder taper, etc. **At the beginning of a lane shift, place horizontal arrow sign on top of the channelizing device to indicate direction of shift.** See Table 6C-3(CA) and Table 6C-4 in the CA MUTCD.
6. Identify side streets and driveways affected by construction and show how they will be handled.
7. Show how pedestrian and bicycle traffic will be handled through the construction site during all hours including pavement planning/edge grinding operations. Contractor shall include BIKES MAY USE FULL LANE (R4-11) and SIDEWALK CLOSED AHEAD, CROSS HERE (R9-11) signage.

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

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

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

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

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

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

C MEASUREMENT AND PAYMENT

The contract **Lump Sum** bid price paid for "**Traffic Control And Construction Area Signs**" shall include full compensation for furnishing all labor (including flagging costs), materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system, including flagging, construction area signs, temporary pavement delineation, barricades, traffic cones and traffic delineators, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

24-1.03 CONTROL OF WORK

A DESCRIPTION

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

B TRENCH AND EXCAVATION SAFETY PROTECTION SYSTEM

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

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

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

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

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

C SURVEYS AND GRADES

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

D MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "Trench And Excavation Safety Protection System" (shoring) including the preparation of plans, furnishing all labor, materials, tools, equipment, incidentals shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made there for, unless otherwise specified.

Full compensation for conforming to the requirements of "Survey and Grades" shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made there for, unless otherwise specified.

24-1.04 EXISTING FACILITIES

A GENERAL

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

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

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

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

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

B UTILITIES

GENERAL

Utilities include but are not limited to communication, electricity, gas, cable, water, sewer, storm drain and railroad.

UTILITY CONSTRUCTION SCHEDULING

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

UTILITIES	TELEPHONE	TYPE OF UTILITY
AT&T Rey Martinez	(831) 905-5984 rx2927@att.com	Communication
Comcast Mark Giblin	(831) 246-3281 Mark_Giblin@comcast.com	Cable
PG&E Electric Jesse Gonzalez PG&E Gas Therese Vetere	(831) 676-1970 J8GN@pge.com 831-359-9933 TXVE@pge.com	Power & Gas

City of Santa Cruz 809 Center Street, Room 201 Santa Cruz, CA 95060 Katie Stewart	(831) 420-5542 kstewart@santacruzca.gov	Storm Drain, Sewer
City of Santa Cruz 212 Locust Street, Suite A-D Santa Cruz, CA 95060 Stephen Lang – Distribution Neal Christen – Engineering	(831) 420-5560 stlang@santacruzca.gov (831) 420-5235 NChristen@santacruzca.gov	Water
Roaring Camp Todd Manoff	(831) 335-4484 ext. 137 todd@roaringcamp.com	Railroad

EXISTING UTILITIES

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

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

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

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

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

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

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

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

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

CONTRACTOR shall at once make repairs to the satisfaction of the utility owner, or arrange with the utility owner to make repairs, at no cost to the City. Any delays or reconstruction of improvements resulting from the CONTRACTOR's failure to verify

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

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

The CONTRACTOR's attention is directed to the utility notification service provided by UNDERGROUND SERVICE ALERT (USA). USA member utilities will provide the CONTRACTOR with the locations of their substructures in the construction area when the CONTRACTOR gives at least two working days' notice to the Underground Service Alert by calling 1-800-422-4133.

The RAILROAD is not a USA member utility and therefore must be contacted separately.

UTILITY VERIFICATION / COORDINATION

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

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

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

MEASUREMENT AND PAYMENT

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

C POTHOLING

DESCRIPTION

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

The Contractor shall:

- a) Comply with all applicable subsurface utility damage prevention laws, including pre-marking prospective work areas and **notify USA and the Railroad 48 hours in advance**,
- b) Provide traffic control, including materials, labor and equipment, in accordance with the requirements of the City of Santa Cruz,
- c) Neatly cut and remove existing pavement, generally 12" square for depth to 5 feet,
- d) Remove the soil above the utility using vacuum excavation and compressed air to loosen the material, in order to safely expose the top of the utility,
- e) Measure to 1/10 of one foot to the top of the utility from original ground surface,
- f) Backfill and compact with Class AB and re-surface with cold asphalt in paved areas,
- g) Furnish and install PK nails and/or high visibility "whiskers" or stakes directly above the centerline of the utility,
- h) Provide a table that indicates the utility reference number, description of the utility including size and material where ascertainable and depth to top of the utility.

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

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

MEASUREMENT AND PAYMENT

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

D DEMOLITION AND REMOVAL

DESCRIPTION

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

Retaining Wall/ Curb & Gutter / Sidewalks / Curb Ramp / Driveway Approach /Parking Lot Asphalt/ Roadway Asphalt Concrete/ Utility Structures

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

MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "Demolition And Removal" include: (1) Saw cutting and removal, (2) Disposal offsite (3) Backfilling and compacting depressions with select material and (4) Furnishing all labor, materials, tools, equipment, grading and incidentals necessary for doing the work shall be considered as included in the contract **Lump Sum** bid price for "Demolition And Removal" and no additional compensation will be allowed therefore.

E STREET SWEEPING

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

MEASUREMENT AND PAYMENT

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

24-1.05 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 13, "Water Pollution Control", of the Caltrans Standard Specifications and these Contract Specifications. This project shall conform to the requirements of the General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, Order No.2009-009-DWQ, and the Caltrans Statewide Storm Water Permit No. CAS000003, Order No. 99-06-DWG, both issued by the State Water Resources Control Board (SWRCB). These permits, hereafter referred to as the "Permit," regulate storm water discharges associated with construction activities.

In addition, project work shall be conducted in compliance with the applicable provisions of the SWRCB Phase II Storm Water General Permit for Small MS4s, Order 2013-0001-DWQ, which the City is subject to and project work shall not cause the City to be in non-compliance with this General Permit.

A GENERAL

Water pollution control work shall conform to the requirements in the "Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and including, the date of advertisement of the project. These manuals are hereinafter referred to respectively as the "Preparation Manual" and the "Construction Site BMPs Manual", and collectively, as the "Manuals". Copies of the Manuals may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, and may also be obtained from the Department's Internet website at: <http://www.dot.ca.gov/hq/construc/stormwater>.

The Contractor shall know and fully comply with applicable provisions of the Manuals, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non storm water discharges from both the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7 1.02, "Laws", and 7 1.05, "Indemnification", of the Caltrans Standard Specifications.

Water pollution control requirements shall apply to storm water and non storm water discharges from areas outside the project site which are directly related to construction activities for this

contract including, but not limited to, staging areas, storage yards and access roads. The Contractor shall comply with the Manuals for those areas and shall implement, inspect and maintain the required water pollution control practices. Installing, inspecting and maintaining water pollution control practices on areas outside the project limits not specifically arranged and provided for by the City for the execution of this contract, will not be paid for.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the City as a result of the Contractor's 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.

Penalties as used in this section shall include fines, penalties and damages, whether proposed, assessed, or levied against the City or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Manuals, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

B RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the City may retain money due the Contractor 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 the Contractor's violation of the Manuals, or Federal or State law, regulations or requirements. Funds may be retained by the City until final disposition has been made as to the penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are finally resolved with the entity seeking the penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control", shall be in addition to the other retention amounts required by the contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved WPCP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Manuals, or other Federal, State or local requirements, the City may retain money due the Contractor, subject to the following:

a) The City will give the Contractor seventy-two (72) hours' notice of the City's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.

During the first progress payment period after that the Contractor fails to conform to the provisions in this section, "Water Pollution Control", the City may retain an amount equal to twenty-five percent (25%) of the estimated value of all contract work performed on the entire contract.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the City shall provide copies of correspondence, notices of violations, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

C WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a Water Pollution Control Program (WPCP) is required for this contract. The WPCP shall conform to the provisions in Section 13, "Water Pollution Control", of the Caltrans Standard Specifications, the requirements in the Manuals, and these Contract Specifications. Upon the Engineer's approval of the WPCP, the WPCP shall be considered to fulfill the provisions in Section 13, "Water Pollution Control", of the Caltrans Standard Specifications for development and submittal of a Water Pollution Control Program. No work having potential to cause water pollution shall be performed until the WPCP has been approved by the Engineer. Approval shall not constitute a finding that the WPCP complies with applicable requirements of the Manuals and applicable Federal, State and local laws, regulations, and requirements.

The Contractor shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation of the WPCP and required modifications or amendments and shall be responsible for the implementation and adequate functioning of the various water pollution control practices employed. The Contractor may designate different Water Pollution Control Managers to prepare the WPCP and to implement the water pollution control practices. The Water Pollution Control Managers shall serve as the primary contact for issues related to the WPCP or its implementation. The Contractor shall assure that the Water Pollution Control Manager(s) have adequate training and qualifications necessary to prepare the WPCP, implement and maintain water pollution control practices, as described in Section 13, "Water Pollution Control", of the Caltrans Standard Specifications.

Within five (5) working days after the execution of the contract, the Contractor shall submit two (2) copies of the draft WPCP to the Engineer. The Engineer will have five (5) working days to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the WPCP within five (5) working days of receipt of the Engineer's comments. The Engineer will have five (5) working days to review the revisions. Upon the Engineer's approval of the WPCP, one (1) approved copy of the WPCP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor revisions are being completed. In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.07, "Delays", of the Caltrans Standard Specifications.

The WPCP shall incorporate water pollution control practices in the following categories:

- a) Soil stabilization.
- b) Sediment control.
- c) Wind erosion control.
- d) Tracking control.
- e) Non-storm water management.
- f) Waste management and materials pollution control.

The Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The Water Pollution Control Schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The Contractor shall prepare an amendment to the WPCP when there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, ground

waters, municipal storm drain systems, or when the Contractor's activities or operations violate Federal, State or local regulations, or when directed by the Engineer. Amendments shall identify additional water pollution control practices or revised operations, including those areas or operations not identified in the initially approved WPCP. Amendments to the WPCP shall be prepared and submitted for review and approval within a time approved by the Engineer, but in no case longer than the time specified for the initial submittal and review of the WPCP.

The Contractor shall keep one copy of the approved WPCP and approved amendments at the project site. The WPCP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the Engineer.

No adjustment in compensation will be made for ordered changes to correct WPCP work resulting from the Contractor's own operations or from the Contractor's negligence.

If requested by the Contractor and approved by the Engineer, changes to the water pollution control program, including addition of new water pollution control practices, will be allowed. Changes shall be included in the approved amendment of the WPCP. If the requested changes result in a net cost increase to the lump sum price for water pollution control, an adjustment in compensation will be made without change to the water pollution control item. The net cost increase to the water pollution control item will be paid for as extra work as provided in Section 4 1.05, "Changes and Extra Work", of the Caltrans Standard Specifications.

D WPCP IMPLEMENTATION

Unless otherwise specified, upon approval of the WPCP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the WPCP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8 1.06, "Suspensions", of the Caltrans Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the Manuals and these Contract Specifications.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved WPCP or amendments, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section. Attention is directed to Section 5 1.03, "Engineer's Authority", of the Caltrans Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control", the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The Construction Site BMPs Manual and these Contract Specifications shall be followed for control practice selection of year round, rainy season and non rainy season water pollution control practices.

Year Round Implementation Requirements

The Contractor shall have a year round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non storm water management, and waste management and materials pollution control.

The National Weather Service weather forecast shall be monitored and used by the Contractor on a daily basis. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing fifteen (15) working days. Non-active areas shall be protected as prescribed in the Construction Site BMPs Manual within ten (10) working days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

Rainy Season Implementation Requirements

Soil stabilization and sediment control practices conforming to the requirements of these Contract Specifications shall be provided throughout the rainy season, defined as between October 15th and April 15th.

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed no later than fifteen (15) working days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices and the dates when the implementation will be twenty-five percent (25%), fifty percent (50%) and one hundred percent (100%) complete, respectively. For construction activities beginning during the rainy season, the Contractor shall implement applicable soil stabilization and sediment control practices.

Non-Rainy Season Implementation Requirements

The non-rainy season shall be defined as days outside the defined rainy season. The Contractor's attention is directed to the Construction Site BMPs Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMPs Manual with an effective combination of soil stabilization and sediment control.

E MAINTENANCE

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the WPCP. The construction site shall be inspected by the Contractor as follows:

- a) Prior to a forecast storm.
- b) After a precipitation event which causes site runoff.
- c) At twenty-four (24) hour intervals during extended precipitation events.
- d) Routinely, a minimum of once every two (2) weeks outside of the defined rainy season.
- e) Routinely, a minimum of once every week during the defined rainy season.

The Contractor shall use the Caltrans Storm water Site Inspection Report Form CEM-2030 provided at <http://www.dot.ca.gov/hq/construc/forms.htm>. One copy of each site inspection record shall be submitted to the Engineer within twenty-four (24) hours of completing the inspection.

F REPORTING REQUIREMENTS

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within five (5) working days of the discharge event, notice or order. The report shall include the following information:

- a) The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- b) The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- c) The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- d) An implementation and maintenance schedule for affected water pollution control practices.

G MEASUREMENT AND PAYMENT

The **Lump Sum** contract price paid for providing and complying with “**Water Pollution Control**” shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals, and for doing all the work involved in preparing, revising or amending the Water Pollution Control Plan for the project, installing, constructing, maintaining, removing, and disposing of water pollution control practices, including non-storm water management, and waste management and materials pollution control, and other necessary work.

24-1.06 BEST MANAGEMENT PRACTICE

The Contractor’s work shall conform to the requirements of the Construction Work - Best Management Practices (Chapter 4 of the Best Management Practices Manual for the City’s Storm Water Management Program) revised in June, 2014 edition and Erosion and Sediment Control Field Manual published by California Regional Water Quality Control Board, August 2002 edition, and addenda thereto issued up to, and including, the date of advertisement of the project. Copies of the Best Management Practices may be obtained from the Public Works Department, 809 Center Street, Santa Cruz, California 95060 or from the City website (www.cityofsantacruz.com).

Full compensation for conforming to the most recent requirements for implementing construction best management practices shall be included in the various bid items and no additional compensation will be allowed therefor.

24-1.07 DUST CONTROL

A DESCRIPTION

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

During the progress of work, the CONTRACTOR shall keep the entire job site free of dust. The CONTRACTOR shall remove spillage resulting from hauling operations along or across existing streets, roads, paths, or access routes immediately. All gutters shall be kept clear and

free of obstructions. Any deviation from this practice must have the written approval from the Engineer.

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

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

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

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

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

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

B MEASUREMENT AND PAYMENT

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

24-1.08 SOUND CONTROL

A DESCRIPTION

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control", of the Caltrans Specifications and these Contract Specifications. No construction is permitted outside the hours stated in Section 24-1.02 of these Contract Specifications, or on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Exception to this provision shall be "Emergency construction and repair that is necessary for protection of life and property" and "Operation to construct and maintain facilities within the public right-of-way as deemed necessary by the Engineer".

No engines of construction equipment shall be started prior to 8:00 A.M. unless specifically permitted by the Engineer in writing. All equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor shall be properly maintained. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws or regulations for the protection

of personnel. The Director of Public Works may determine that the project has the potential to disrupt traffic, and that this disruption could be alleviated by authorizing construction work to commence at 7:00 a.m. or that due to time constraints on project completion it is necessary to allow the contractor to begin work at 7:00 a.m.

B MEASUREMENT AND PAYMENT

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

24-1.09 CONSTRUCTION SURVEYING BY THE CONTRACTOR

A DESCRIPTION

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

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

B MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of "Construction Surveying by The Contractor" include furnishing all necessary personnel, equipment, transportation, and supplies to accomplish the work shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

24-1.10 EARTHWORK

A GENERAL

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

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

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

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

B SUBGRADE PREPARATION

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

The Contractor shall compact the subgrade in accordance with the plans and the Special Provisions. At the discretion of the Engineer, they shall determine the locations and frequencies of independent compaction testing of subgrades prior to construction. One (1) compaction curve of subgrade material shall be developed. The subgrade shall be prepared in conformance to Section 19-5 "Compaction" of the State Standard Specifications. The finished subgrade immediately prior to placing subsequent material thereon shall have a relative compaction of not less than ninety-five (95) percent for a depth of 6-inches below the top subgrade.

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

C STRUCTURE EXCAVATION & BACKFILL

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

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

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

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

Ponding and jetting will not be permitted.

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

D OVER-EXCAVATION

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

When encountered during construction of pavement surface reconstruction, base repairs, or concrete construction, unsuitable material shall be over-excavated to a depth of six (6) inches and replaced with Aggregate Base. Prior to replacing the void with Aggregate Base, the Contractor shall moisture condition and compact the new sub-grade to 95% relative compaction

(ASTM D1557) and subsequently install a geogrid (i.e. Tensar TX 160 or approved equivalent). One (1) compaction curve of subgrade material shall be developed. The Aggregate Base shall then be moisture conditioned, placed in lifts not to exceed six (6) inches and compacted to 95% relative compaction.

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

E MEASUREMENT AND PAYMENT

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

“**Over-Excavation (Revocable Item)**” will be measured by the Cubic Yard as determined in the field by the Engineer measuring the area and depth of over-excavation. Full compensation for all labor, materials, tools, and equipment required for fulfilling the requirements of this section shall be considered as included in the contract price paid per **Cubic Yard** for “Over-Excavation (Revocable Item)” and no additional compensation shall be made therefor. This item shall include but not be limited to excavation and disposal of unsuitable material, furnishing, placing and compacting Class 2 Aggregate Base necessary to backfill over-excavated area, furnishing, transportation and placement of geogrid, moisture conditioning, and compaction testing to determine the relative compaction of the subgrade soil. The provisions of Section 9-1.06 of the Caltrans Standard Specifications shall not apply “Over-excavation (Revocable Item)”. Rather, the unit price for “Over-Excavation (Revocable Item)” entered by the Contractor in the Bid Schedule shall govern regardless of the final quantity of over-excavation performed. Further, an increase or decrease of more than twenty-five percent (25%) of the estimated quantity of over-excavation shall not constitute a change in the character of the work.

24-1.11 AGGREGATE BASE

A DESCRIPTION

Aggregate base shall be Class 2 and conform to the requirements in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

Aggregate Base exceeding workable moisture content will be rejected by the City and shall be immediately removed from the project site by the Contractor. At least six (6) inches of Aggregate Base shall be placed under concrete curb, gutter, curb ramp, sidewalk and other minor repairs unless specified otherwise on the Plans or elsewhere in these Contract Specifications.

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

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

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

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

B MEASUREMENT AND PAYMENT

No separate payment will be made for conforming to the provisions of this section. Full compensation for conforming to the requirements of "Aggregate Base" including furnishing all labor, materials, equipment, tools and incidentals shall be considered as included in the contract prices paid for in the various items of work involved and no additional compensation will be allowed.

24-1.12 COLD PLANING ASPHALT CONCRETE PAVEMENT

A DESCRIPTION

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans and as directed by the Engineer. Cold planing asphalt concrete pavement shall comply with State Standard Specifications section 39-3.04.

The depth, width and shape of the cut shall be as indicated on the typical cross sections or as directed by the Engineer. All conform locations shown on the plans are approximate and shall be verified in the field with the Engineer prior to the start of work. The depth of the cut shall be measured from the existing lip of gutter and no additional payment will be made for grinding of material above the existing lip of gutter. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the adjacent surfacing to remain in place.

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

Cold planing asphalt concrete pavement includes the removal of pavement markers, traffic stripes, and pavement markings within the area of cold planing.

HMA for temporary tapers must be of the same quality that is used for the HMA overlay or comply with the State Specifications for minor HMA in section 39-2.07.

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width unless a wider cutter head is authorized.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head

and:

2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.

2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.

3. Equipped to effectively control dust generated by the planing operation.
4. Operated such that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

If Contractor do not complete placing the HMA surfacing before opening the area to traffic, Contractor must:

1. Construct a temporary HMA taper to the level of the existing pavement.
2. Place HMA during the next work shift.
3. Submit a corrective action plan that shows you will complete cold planing and placement of HMA in the same work shift. Do not restart cold planing activities until the corrective action plan is authorized.

B MEASUREMENT AND PAYMENT

“Cold Plane Asphalt Concrete (2-inch Min)” will be measured by the **Square Yard** as visible on the milled surface after milling operations are complete.

The quantity to be paid for will be the actual area of roadway surface that is cold planed, irrespective of the number of passes required to obtain the depth shown on the plans as measured from existing lip of gutter or other reference points established before milling operations.

The contract unit price paid per square yard for **“Cold Plane Asphalt Concrete (2-inch Min)”** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and doing all work involved in cold planing asphalt concrete surfaces or PCC surfaces and disposing of planed material, including sweeping and furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in these Technical Provisions and as directed by the Engineer.

24-1.13 ASPHALT CONCRETE

A DESCRIPTION

This work includes producing and placing hot mix asphalt (HMA) Type A using the “Standard Construction Process”. The work includes the construction of 2-inch HMA pavement sections. **Comply with Section 39 “Asphalt Concrete” of the 2018 State Standard Specifications.**

Type A asphalt concrete for roadway surfacing and base repair shall be plant-mixed surfacing and shall be used with a maximum aggregate size of $\frac{3}{4}$ **inch**. The maximum aggregate size for the asphalt concrete top course shall be $\frac{1}{2}$ **inch**. Apply tack coat to existing pavement surfaces prior to overlay and between lifts of new pavement.

The grade of asphalt binder mixed with aggregate for HMA Type A **must be PG 64-10 only**. The aggregate for HMA Type A shall comply with Section 39 of the **2018 State Standard Specifications**.

The aggregate for **HMA Type A for overlays must comply with the $\frac{1}{2}$ -inch aggregate gradation**, as shown on the Plans and the **2018 State Standard Specifications**. Maximum compacted lift thickness shall be 0.25 feet, unless otherwise noted on the Plans.

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

- a. The Contractor shall set out "No Parking" signs as required in the section “Notification of Construction” prior to the paving day in order to prevent parking of automobiles in the parking lot along the area that is to be paved.
- b. The Contractor shall sweep the street and parking area thoroughly with a power broom to remove all dirt and debris.

All work covered under this item shall be paid for at the price bid per ton for the asphalt installation. All weight slips will be collected by the City inspector on the job and will be the basis for payment. Payment will be made in accordance with Section 9 of the City Standard Specifications. No payment will be made for asphalt concrete not placed due to inclement weather, due to breakdown of equipment, improper preparation or improper temperature of paving surfaces, and improper temperature or poor quality of asphalt concrete.

Tack coat shall comply with the 2022 State Standard Specifications Section 39-2.01C(3)(f), Tack Coat. Apply tack coat to existing pavement, including planed surfaces, between HMA layers, to vertical surfaces such as curbs, gutters and construction joints. Tack coat application rates shall comply with Tack Coat Application Rates for HMA.

B MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of “**Asphalt Concrete**” including furnishing all labor, materials, equipment, tools and incidentals and doing all work involved with placing asphalt concrete shall be included in the contract unit bid price per **Ton** for “**Asphalt Concrete (Type A)**” and no additional compensation will be allowed. This item shall include but not be limited to furnishing, placing and compacting asphalt concrete. **Payment for tack coat is included in payment for Asphalt Concrete (Type A).**

24-1.14 UTILITY SURFACE FACILITY ADJUSTMENT

These items shall include all work necessary to adjust frames and covers of existing valve boxes, monument covers, or other facilities to grade in conformance with the provisions in Section 15 2.10, "Adjust," of the Standard Specifications.

Where encountered, existing covers that are currently not at grade shall be adjusted to the roadway grades as for the various stages of work.

This work includes replacing valve, monitoring well, and monument boxes to set these features to street grade. Temporarily fill utility depressions with HMA (Type A) before opening the lane to public traffic. Attention is directed to the provisions in Section 15, "Existing Facilities" of the Standard Specifications.

The location of all utility and City-owned structures that are covered over by the new pavement shall be legibly marked with paint on the new pavement and on the adjacent curb and/or sidewalk. In addition, the Contractor must make a list of each utility cover that is paved over and not raised to grade during the paving job (e.g. PG&E utility covers) and must notify the utility in writing of the location of said utility cover and the date that it was paved over. A copy of this written notification must be sent to the City. If a utility cover is paved over and not raised to grade during the paving job, the pavement must be at least 1-1/2 inches thick over the utility cover and no depression in the roadway surface can be left over the utility cover. If 1-1/2 inches of pavement cannot be laid over a recessed utility cover, then the asphalt concrete shall be feathered to the grade of the utility cover and arrangements with the utility must be made to raise it to grade.

Existing valve covers, monitoring well boxes, meter boxes, monument covers, subsurface vaults, and other items listed in these Contract Specifications or shown on the proposal, or as directed by the Engineer, shall be replaced and/or adjusted to final grade. The final pavement grade shall be estimated at one (1) inch above existing grade for streets to receive a scrub seal, with double SAMI seal, and slurry seal. The final adjustments, which shall not be performed until all of the pavement surfacing has been placed, shall conform to the provisions in Section 71-5.013B "Frames, covers, grates and Manholes" of the State Standard Specifications with the following modifications and as amended to include the adjustment of the facilities that are not owned or maintained by the City.

Where frames and covers cannot be lowered flush after cold planning or before replacing asphalt surfacing, frames and covers shall be protected utilizing the following alternatives:

- a) ramp section (cut-back) around "iron" and paint white
- b) place lighted Portable Barricade over iron

All manhole and other utility covers encountered in the area to be resurfaced shall be carefully referenced out using spray chalk or similar non-permanent marking media prior to the surface seals by the Contractor. Using the reference markings, the locations of the covers shall be painted on the pavement surface immediately after paving to assure they can be found in an emergency.

A WORK BY UTILITY COMPANIES

Utility companies reserve the right to perform the work using their own forces after the contract is awarded. The Contractor shall notify the utility agencies prior to start of construction for any coordination effort and to determine if the utility owners will perform the

work using their own forces.

B CONSTRUCTION METHODS

Covers shall be adjusted so that there will not be any perceptible difference in elevation between the finished pavement surface and the cover. The Engineer shall be the sole judge of the acceptable degree of smoothness of passage of a motor vehicle over the adjusted covers. Portland cement concrete used for adjusting covers shall be Class A, 6 sack minor concrete conforming to the provisions in Standard Specification Section 51, "Concrete Structures," and shall be 1 inch maximum grading specified in Section 90-1.02C(4)(d), "Combined Aggregate Grading" of the State Standard Specifications .

Mortar used in resetting manhole covers shall conform to the provisions in Section 51-1.02F, "Mortar" of the Standard Specifications.

Salvaged materials which are undamaged may be reinstalled as directed by the Engineer.

Structures built of cast-in-place or precast concrete and brick or vitrified clay pipe parts shall be replaced in kind, unless otherwise permitted by the owners of the facilities.

Dirt, rocks or debris shall not be permitted to enter sewer or storm drain lines. When manhole adjustment involves excavation or concrete removal, a temporary cover shall be placed to prevent entry of material into the manhole and sewer pipe.

During sealing or paving operations, all surface structures shall be protected and no adhesive material shall be permitted to fill the joint between the frame and cover.

C MANHOLES AND CLEAN OUTS

Manholes and clean outs shall be adjusted to grade per City Standard Details, as shown on the Plans, and as directed by the Engineer.

D ADJUST MONUMENT

The Contractor shall be responsible for the preservation of existing survey monuments, benchmarks, reference points, and stakes. The Contractor shall adjust City Monuments and reference marks removed during the performance of the work. Whenever a City Monument is disturbed or removed during the performance of the work, the Contractor shall replace the monument in accordance with the Plans, as applicable.

Monument adjustment must be done in a neat, workman-like manner. Pavement cuts shall be accurate, with vertical cuts to exact dimensions as shown on the Standard Details and the Plans. Each monument shall be constructed such that the center of the dome brass marker is set within 0.04 foot of the referenced position. Monument frames and covers shall be placed at the proper finished grade and as detailed by City Standard Plan, "Survey Monument." Existing monument frames and covers shall be salvaged by the Contractor and delivered to the City surveyor or Project Manager.

In the event that any non-referenced monuments become in danger of being disturbed due to construction, the Contractor shall cease the threatening activity and notify the Project Manager and City surveyor immediately.

Should any monument not designated for adjustment sustain damage during construction, the Contractor shall bear the expense for rebuilding it as well as for the survey work the City survey crew or its survey consultant must perform in the process. In any instance where the City deems a damaged monument to be irreplaceable, the contractor shall be fined \$20,000 per monument.

Measurement for payment will be for Each (EA) monument installed. Work under this bid item shall include all labor, material, and incidentals necessary to adjust the monument complete in place. The Contractor shall be paid on the basis of work completed as noted on the monthly submission of progress payment and after the delivery of the discarded frames and covers to the City surveyor.

E MEASUREMENT AND PAYMENT

The contract unit price paid per Each for “Adjust Water Valve to Grade,” “Adjust Clean Out to Grade,” “Adjust Manhole Frame & Cover to Grade,” “Relocate Water Meter and Assembly,” and “Relocate Sanitary Sewer Clean Out” shall include full compensation for notifying the respective utility companies, furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in adjusting covers to grade, and constructing concrete collar, complete in place, as shown on the Plans, as specified in the Standard Specifications, City of Santa Cruz Water Department Standard Plans and Specifications, and these Contract Specifications, and as directed by the Engineer. Full compensation for protecting any utility in place shall be considered as included in the contract prices for the various items of work and no additional compensation will be made therefor.

24-1.15 CONCRETE CONSTRUCTION

A DESCRIPTION

Concrete curbs, gutters, curb ramps, sidewalks, retaining curbs, roadways and other miscellaneous concrete items shall conform to the requirements in Section 73, "Concrete Curbs and Sidewalks" and Section 90, "Concrete," of the State Standard Specifications, the Standard Drawings of the City of Santa Cruz and State of California Department of Transportation, and these Special Provisions.

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

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

All new concrete curb and gutter, sidewalk, and curb ramps shown on the Plans or described in these Contract Specifications shall conform to the City Standard Details unless otherwise shown or specified on the Plans and these Contract Specifications. This work shall include placing new or recycled Aggregate Base under new concrete improvements. The City specified Portland cement concrete (PCC) and Aggregate Base thickness requirements for driveways, valley gutters and curb and gutter are amended as follows:

All new concrete work to be placed on Aggregate Base shall be founded on a minimum six (6)-inch thick layer of virgin or recycled Class 2 Aggregate Base (3/4" Max.), per Section 26 "Aggregate Base" of the State Standard Specifications and compacted to 95% relative compaction.

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

All concrete shall receive a light broom finish.

Concrete used for minor concrete shall be six sack, Class "A" plant mixed concrete.

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

Contractor is required to protect the new concrete construction from any markings and damage before the work is accepted by the City.

B MINOR CONCRETE

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

Concrete repair and construction locations are shown on the Plans.

Curb and gutter shall match the shape of the adjacent curb or curb and gutter.

Dowels, #4x18" long shall be installed at the junction between new and existing facilities. The dowels shall be in drilled holes, grouted and spaced in conformance with the details shown on City Standard Plan, "Curb, Gutter and Sidewalk". All dowels shall have a minimum 1 1/2" concrete cover. Full compensation for "Doweling" shall be considered as included in the various concrete items of work and no additional compensation will be allowed therefor.

Decorative Driveway and Sidewalk shall comply with detail shown on plans and match finishing of existing Decorative Sidewalk at the north end of the project, where the new Decorative Driveway will be installed by the project.

MEASUREMENT AND PAYMENT

The contract price paid per **Square Foot** for "PCC Curb Ramp", "PCC Decorative Sidewalk", "PCC Decorative Driveway", and per **Linear Foot** for "PCC 6-inch Curb & Gutter" and "PCC 9-inch Curb & Gutter" shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to complete the work including, but not limited to, sawcutting, removing existing improvements to be replaced, removing and disposing asphalt concrete, furnishing new concrete, **furnishing curb ramp truncated domes (one 3'x5' panel, color Federal Yellow #33538)**, furnishing new HMA for HMA plug; excavation; loading; hauling; disposal; forming; backfill; reinforcement; doweling; Aggregate Base; compaction; placing select fill material behind new concrete improvements; relocation, adjusting and resetting of sign posts, valve reference numbering, utility boxes and the like, and all other work necessary to construct the various improvements complete in place

as specified in these Contract Specifications, as marked in the field, and as directed by the Engineer and no additional compensation shall be allowed therefor.

Contractor is responsible to work with the Engineer to establish the final design/layout of curb ramps and sidewalks. Caltrans Detail A88A is provided on the plans to relay minimum design requirements to the contractor. Detectible warning surface tiles (truncated domes) shall comply with Caltrans Standard Specifications and shall be Armor-Tile Vitrified Polymer Composite (VPC) Cast-In-Place Tactile Tile or approved equal and shall be installed in accordance with the manufacturer's direction.

Payment for curb ramp and sidewalk layout shall be included in the unit price for each item.

C EXISTING SITE FURNISHINGS

Existing site furnishings include bicycle racks and steel bollards and chains. Relocating site furnishings includes removal of existing concrete foundations and installation of new concrete foundations. Concrete for the new bicycle racks, post and/or bollards must be minor concrete. Contractor shall protect from damage items to be relocated/reinstalled. Relocate bicycle racks, bollards and chains as shown on plans. Bundle salvaged materials. Store and protect from damage the materials to be reinstalled on the project.

MEASUREMENT AND PAYMENT

The contract price paid per **Each** for **“Relocate Bicycle Rack”** and per **Linear Foot** for **“Relocate Bollard and Chain”** shall include full compensation for furnishing all labor, supervision, materials, tools, equipment and incidentals necessary to complete the work including, but not limited to, sawcutting, removing existing improvements to be reinstalled, removing and disposing asphalt concrete and concrete, furnishing new concrete for new foundations, new AC for plugs, and all other work necessary to construct the various improvements complete in place as specified in these Contract Specifications, as marked in the field, and as directed by the Engineer and no additional compensation shall be allowed therefor.

24-1.16 REINFORCEMENT

A GENERAL

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

B DESCRIPTION

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

C MEASUREMENT AND PAYMENT

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

24-1.17 MARKINGS AND COATINGS

A GENERAL

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

B REMOVAL – TRAFFIC STRIPES AND PAVEMENT MARKINGS

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

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

MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of “Removal – Traffic Stripes and Pavement Markings” including furnishing all labor, materials, equipment, tools and incidentals shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

“Grind (E) Thermoplastic Striping and Markings” shall be measured and paid for by **Lump Sum**.

C THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

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

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

PreMark Vizigrip Green Bike & Arrow Legend and green thermoplastic areas shall be per specifications as provided by Ennis-Flint or approved equal.

Ennis-Flint
115 Todd Court
Thomasville, NC 27360
800.331.8118
sales@ennisflint.com

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

Glass beads and thermoplastic materials shall conform to the provisions in Section 84-2.02, "Materials", of the State Standard Specifications. Glass beads must be Type 2. Thermoplastic must comply with State Specification PTH-02ALKYD.

Before the permanent pavement markings are applied, the Contractor shall provide “cat-track” marking layout for review and approval of the Engineer. Changes, if any, to the marking layout as a result of the Engineer’s review shall be the responsibility of the Contractor. If the Contractor fails to obtain the Engineer’s approval of the marking layout prior to the permanent marking installation, changes to the permanent markings as required by the Engineer, including removal and replacement, shall be the Contractor’s responsibility. The Contractor is responsible for blacking out any visible cat-tracking that remains after striping work is completed at no cost to the City.

Thermoplastic pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris. On concrete surfaces, use a compatible primer sealer before application to assure proper adhesion.

Raised Pavement Markers shall conform to the provisions in Section 81-3 “Pavement Markers” of the Standard Specifications and these Special Provisions.

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

MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of **“Thermoplastic Traffic Stripes and Pavement Markings”** including furnishing all labor, materials (including reflective markers, PreMark Vizigrip green thermoplastic, PreMark Vizigrip Green Bike & Arrow Legend), equipment, tools and incidentals shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

“Install Thermoplastic Traffic Stripes and Pavement Markings” shall be measured and paid for per **Lump Sum**.

24-1.18 DECORATIVE STREETLIGHTS

A DESCRIPTION

Work shall consist of relocating existing decorative streetlights as indicated on the plans, including foundations, pull boxes, trenching, installation of conduit and conductors and backfill. All work shall conform to the requirements of Section 87 “Electrical Systems” of the State Standard Specifications and these Special Provisions. Prior to the installation of new streetlights, the Contractor shall confirm with the Engineer the location of the foundations, conduit(s), and pull boxes.

The Contractor shall install new conduit and conductors as shown on the plans or as directed by the Engineer.

B RELOCATE DECORATIVE STREETLIGHT

Removal and installation of the streetlight and new foundation shall conform to the details on the plans.

MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of “RELOCATE DECORATIVE STREETLIGHT” shall include **all work required on the plans – sheets E-001 and E-201**, in the State Standard Specifications, these Special Provisions and **City Standard Details T1 and T2**, including furnishing all labor, materials, equipment, tools and all incidentals and doing all work involved in the **removal and reinstallation of decorative streetlights, including the construction of new foundations and all other appurtenances, including pull boxes, conduits, conductors, fuse splice connectors, trenching, and backfill complete in place and operational** and no additional compensation will be allowed.

“Relocate Decorative Streetlights” shall be measured and paid per **Lump Sum**.

C CONDUIT, CONDUCTORS AND TRENCHING

Conduit into pull box shall be 2” diameter, Schedule 40 PVC, and conduit out from pull box to the streetlight shall be 1” diameter, Schedule 80 PVC as shown on the City Standard Electroliner Detail, T1.

Conduit to be installed underground shall be rigid non-metallic type unless otherwise specified. The conduit in a foundation to the nearest pull box shall be the rigid conduit type Schedule 80 PVC.

When rigid non-metallic conduit is placed in a trench (not in pavement or under Portland cement concrete sidewalk), after the bedding material is placed and conduit installed, the trench shall be backfilled with commercial quality concrete, containing not less than 376 pounds of cement per cubic yard, to not less than 4 inches above the conduit before additional backfill material is placed.

After conductors have been installed, the ends of conduits terminating in pull boxes and in controller cabinets shall be sealed with an approved type of sealing compound.

At locations where conduit is required to be installed under pavement, conduit may be installed by the “Trenching in Pavement Method” as specified in the Standard Specifications Section 87-1.03B(3). All trenches shall be sawcut. A rock wheel shall not be used to cut trenches.

Asphalt concrete to be placed in conduit trenches may be spread in one layer to the required line, grade and cross section and shall be compacted firmly. Asphalt concrete shall be spread and compacted by methods that will produce an asphalt concrete surfacing true to grade and

cross section, of uniform smoothness and texture, compacted firmly and free from depressions, humps, or irregularities.

The Contractor shall protect open excavations and trenches during construction with fences, covers, and railings as required, together with signs, lights, and other warning devices sufficient to maintain safe pedestrian, bicycle, and vehicular traffic to the satisfaction of the Engineer.

All excavated areas in the pavement shall be backfilled by the end of each working day. Until the permanent structural section is placed, all excavation shall be backfilled with temporary asphalt concrete or covered with temporary steel plates at the end of each working day.

Prior to excavating for conduit, pit locations, or other subsurface work, submittals for conduit and pull-boxes shall be reviewed and approved by the Engineer.

Water used during saw cutting will be collected and properly disposed of. Such water shall not be allowed into gutters or drains. All concrete laitance shall be vacuumed and disposed of on a daily basis.

D MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of “Conduit, Conductors and Trenching” shall include all work required on the plans, in the State Standard Specifications and these Special Provisions, including furnishing all labor, materials, equipment, tools and all incidentals and doing all work involved in the installation of conduit and conductors and backfill, complete in place and operational shall be included in the contract unit bid prices listed below and no additional compensation will be allowed.

“Relocate Decorative Streetlights” shall be measured paid per **Lump Sum**.

24-1.19 STORM DRAIN FACILITY

A GENERAL

This work shall consist of installing new storm drain pipes, catch basin, drain inlet and installing curb drains, as shown on the plans.

Demolition and removal of existing storm drain facilities, as shown on the plans or directed by the Engineer, shall conform to the requirements in Section 15, “Existing Facilities” of the State Standard Specification, the Standard Drawings and these Special Provisions.

All work to construct new storm drain facilities, as shown on the plans or directed by the Engineer, shall conform to the requirements in Section 70, “Miscellaneous Drainage Facilities” of the State Standard Specification, the Standard Drawings and these Special Provisions.

B STORM DRAIN PIPE

PRODUCT

- ADS pipe shall be **ADS N-12 WT** and shall meet AASHTO M294, Type S or ASTM F2306 standards.

- **Joint Performance**
Pipe shall be joined using a bell & spigot joint meeting the requirements of AASHTO M252, AASHTO M294, or ASTM F2306. The joint shall be watertight according to the requirements of ASTM D3212. Gaskets shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly. 12- through 60-inch (300 to 1500 mm) diameters shall have an exterior bell wrap installed by the manufacturer.
- **Fittings**
Fittings shall conform to AASHTO M252, AASHTO M294, or ASTM F2306. Bell and spigot connections shall utilize a welded bell and valley or saddle gasket meeting the watertight joint performance requirements of AASHTO M252, AASHTO M294, or ASTM F2306.
- PVC pipe shall be **Schedule 80** rigid pipe.
- The pipe shall be legibly marked by the pipe manufacturer. The following shall be printed on the pipe:
 - Name and trademark of manufacturer
 - Nominal pipe size
 - Dimension Ratio

CONTRACTOR SUBMITTAL

The Contractor shall provide submittals on all pipes and shall furnish manufacturer certification that the materials are in compliance with the specifications, codes, and standards referenced herein.

INSTALLATION

All pipe shall be installed per the pipe manufacturer's recommendations unless in conflict with these plans and specifications.

REJECTION

Damaged sections or sections that do not meet the requirements of these specifications as a result of the Contractor's operations shall be completely removed and replaced, with all costs at the Contractor's expense.

MEASUREMENT AND PAYMENT

Pipelines shall be measured along the longitudinal axis between the ends of the pipeline, as shown on the plans, and shall not include the inside dimensions of structures.

The contract unit price paid per **Lineal Foot** for **"Install 18-inch ADS Storm Drain Pipe," "Install 4-inch PVC Schedule 80 Storm Drain Pipe,"** and **"Install 3-inch Cast Iron Curb Drain"** shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, including placing of the pipe, **fittings and couplings**, excavation and backfilling of the trench, and all other work necessary for the installation of the pipe complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

C CATCH BASIN

Excavate as necessary to remove existing catch basin and dispose of construction debris. Install a new catch basin Type B per the details sheet of the plans. **Frame and grate shall be traffic bicycle proof per State Standard Plan D77B, Type 24-13, grate details.**

MEASUREMENT AND PAYMENT

The contract unit price paid per **Each** for “**Install Catch Basin (Type B)**” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary for the installation of the catch basin complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

D STORM DRAINAGE FOR RETAINING WALL

Construct storm drainage items for new retaining wall per plans. **Items code number DR-02 (Clean Out 8” NDS Type with Traffic Rated Grate), DR-04 (4” Perforated PVC French Drain) and DR-05 (Drain Inlet 8” NDS Type with Traffic Rated Grate) shown on plan’s sheet CP-1.01 and detail 1 on sheet S2 shall be included in the contract unit price paid per Lump Sum for the contract item “Retaining Wall.”**

MEASUREMENT AND PAYMENT

The contract price for “STORM DRAINAGE FOR RETAINING WALL” shall be included in the contract price for item “**Retaining Wall**” with a unit price paid per **Lump Sum**, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work necessary for the installation of the drain inlet complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

24-1.20 RELOCATE RAILROAD SIGNAL POST

A GENERAL

Work shall consist of relocating existing railroad signal mast as indicated on the plans, including foundations, pull boxes, trenching, installation of conduit and conductors and backfill. All work shall conform to the requirements of Section 87 “Electrical Systems” of the State Standard Specifications and these Special Provisions. Prior to the installation of new streetlights, the Contractor shall confirm with the Engineer the location of the foundations, conduit(s), and pull boxes. **Contractor shall coordinate this work with the railroad. Contractor shall contract with Summit Signal Inc. to do the relocation and testing of the railroad signal post. Price for this item shall be no more than 10% markup of the estimate provided by Summit Signal Inc.**

B MEASUREMENT AND PAYMENT

Full compensation for conforming to the requirements of “RELOCATE RAILROAD SIGNAL POST” shall include **all work required on the plans – sheets RRS-01 and RRS-02**, in the State Standard Specifications and these Special Provisions, including furnishing all labor,

materials, equipment, tools and all incidentals and doing all work involved in the **removal and reinstallation of railroad mast, including the construction of new foundation and all other appurtenances, including installation of pull boxes, conduits, conductors, and backfill complete in place and operational** and no additional compensation will be allowed. Coordination with railroad shall be included in the price of “Relocate Railroad Signal Post.”

“Relocate Railroad Signal Post” shall be measured and paid per **Lump Sum**.

24-1.21 RETAINING WALL

A GENERAL

All work shall conform to the requirements of Section 51 “Concrete Structures” of the State Standard Specifications and these Special Provisions.

This work shall consist of removal of existing retaining wall, salvage existing railing to be reinstalled, fabricating and installing new railing if salvage railing cannot be reinstalled, installing new retaining wall per plans sheets S1, S2 and CP-1.01, installing retaining wall drainage per details on sheets S2 and CP-1.01, and as shown on the plans. The work also shall include evaluating if the existing metal guardrail can be reinstalled. **Construction of the proposed retaining wall shall comply with the “Pacific Avenue Roundabout Enhancements Subtask Z.02 Pacific Avenue Retaining Wall 109 Pacific Avenue Santa Cruz, CA 95060” design document prepared by MME and dated February 24, 2025, job number 19166-P21.**

If the existing metal guardrail cannot be reinstalled, the cost of the installation of the proposed retaining wall shall include the cost of fabrication and installation of new metal guardrail. Two alternative bid items are included in the bid proposal to remove the cost of new metal guardrail and reinstalling existing guardrail.

B MEASUREMENT AND PAYMENT

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

“Retaining Wall” shall be measured and paid for by the **Lump Sum**. Alternative Bid Items, “Deduct New Metal Guardrail” and “Reinstall Existing Guardrail” shall be measured and paid for by **Linear Foot**.

24-1.22 ROADWAY SIGNS AND POSTS

A GENERAL

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

All signs and posts installations shall conform to City of Santa Cruz Standard Details and the latest California Manual on Uniform Traffic Control Devices (CA MUTCD).

B INSTALL NEW SIGNS

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

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

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

D INSTALL NEW CITY STANDARD POSTS

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

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

E MEASUREMENT AND PAYMENT

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

“Install Signs and Posts” shall be measured and paid for by the **Lump Sum**.

The list of numbers and type of signs and post for the project are the following:

- Two (2) CAMUTCD R9-7 sign, Bikes-L and Peds-R, 12”x18”.
- Two (2) CAMUTCD R9-7 sign, Bikes-R and Peds-L, 12”x18”.
- One (1) CAMUTCD R1-2 sign, 18”x18”x18”.
- One (1) Fluorescent yellow-green background CAMUTCD W11-15 sign, 30”x30”.
- One (1) Yellow-green background CAMUTCD W16-7P sign, 18”x30”.
- One (1) CAMUTCD R15-8 sign, 18”x9”.
- One (1) City Standard Post.

ATTACHMENT 1

MME’s Pacific Avenue Roundabout Enhancements, Subtask Z.02, Pacific Avenue Retaining Wall, 109 Pacific Avenue, Santa Cruz, CA 90560. PREPARED AT THE REQUEST OF: RRM Design Group, 32332 Camino Capistrano, Suite 205, San Jan Capistrano, CA 92675, February 24, 2025, Job #19166-P21.

ATTACHMENT 2

Community Traffic Safety Coalition, Recommended Guidelines to Protect the Safety of Bicycle, Pedestrians and Disabled Travelers during Road Construction.

ATTACHMENT 1

**RRM Design Group***PROJECT:*

Pacific Avenue Roundabout Enhancements

Subtask Z.02

Pacific Avenue Retaining Wall

109 Pacific Avenue

Santa Cruz, CA 90560

*PREPARED AT THE REQUEST OF:***RRM Design Group**

32332 Camino Capistrano

Suite 205

San Jan Capistrano, CA 92675

*February 24, 2025**Job #19166-P21*Basis of Design

1. 2022 California Building Code

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Retaining Wall Design

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The calculations have been prepared exclusively for specific applications to the proposed structure in accordance with generally accepted structural engineering practices. No warranty, expressed or implied, is made. In the event that any changes in the nature, design, or location of the structure are planned, the conclusions and recommendations contained in these calculations should not be considered valid unless the changes are reviewed and conclusions of these calculations modified or verified in writing.



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JOB PACIFIC AVE RETAINING WALL 19166-P21

SHEET NO. _____ OF _____

CALCULATED BY EDD DATE 11/19/2024

CHECKED BY _____ DATE _____

SCALE _____

GEOTECHNICAL DESIGN CRITERIA



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GEOTECHNICAL CRITERIA

REFERENCE: 2022 CALIFORNIA BUILDING CODE
CHAPTER 18 - SOILS AND FOUNDATIONS
CHAPTER 16 - STRUCTURAL DESIGN

TABLE 1806.2 - PRESUMPTIVE LOAD-BEARING VALUES (CLASS 4 SOIL)

VERTICAL BEARING	Q		2000 psf	(D + L)
SHORT TERM INCREASE ^a	1.33 x Q		2667 psf	(D + L + E or W)
LATERAL BEARING ^{b,d}	Pp		150 psf/ft	(below natural grade)
SHORT TERM INCREASE ^a	1.33 x Pp		200 psf	(D + L + E or W)
COEF. OF FRICTION	μ		0.25	
COHESION ^{b,c}	μ		N/A	

a. Foundation pressure and Lateral Bearing pressure may be increased by one-third where used with the alternative allowable stress design load combinations of Section 1605.2 that include wind or earthquake loads.

b. Lateral bearing and Lateral Sliding may be combined to resist lateral loads. (1806.3.1)

c. Lateral sliding resistance shall not exceed one-half the dead load. (1806.3.2)

d. Lateral Bearing pressure may be increased per foot of depth to a maximum of 15 times the tabular value. (1806.3.3)

SECTION 1809.4 - SHALLOW FOUNDATIONS (FOOTINGS)

MIN. EMBED DEPTH	D		12 in	(below undisturbed ground surface)
MINIMUM WIDTH	B _{MIN}		12 in	

TABLE 1610.1 - SOIL LATERAL LOADS

LATERAL SOIL LOAD			Active	At-rest	Soil Type
	P _A		45 psf/ft	100 psf/ft	ML

CALTRANS - ADDITIONAL LOADS

TRAFFIC SURCHARGE	-	...	90 psf/ft	(2 feet of soil)
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Pacific Ave Retaining Wall - 19166-P21 - 4

JOB PACIFIC AVE RETAINING WALL 19166-P21

SHEET NO. _____ OF _____

CALCULATED BY EDD DATE 11/19/2024

CHECKED BY _____ DATE _____

SCALE _____

RETAINING WALL

MME

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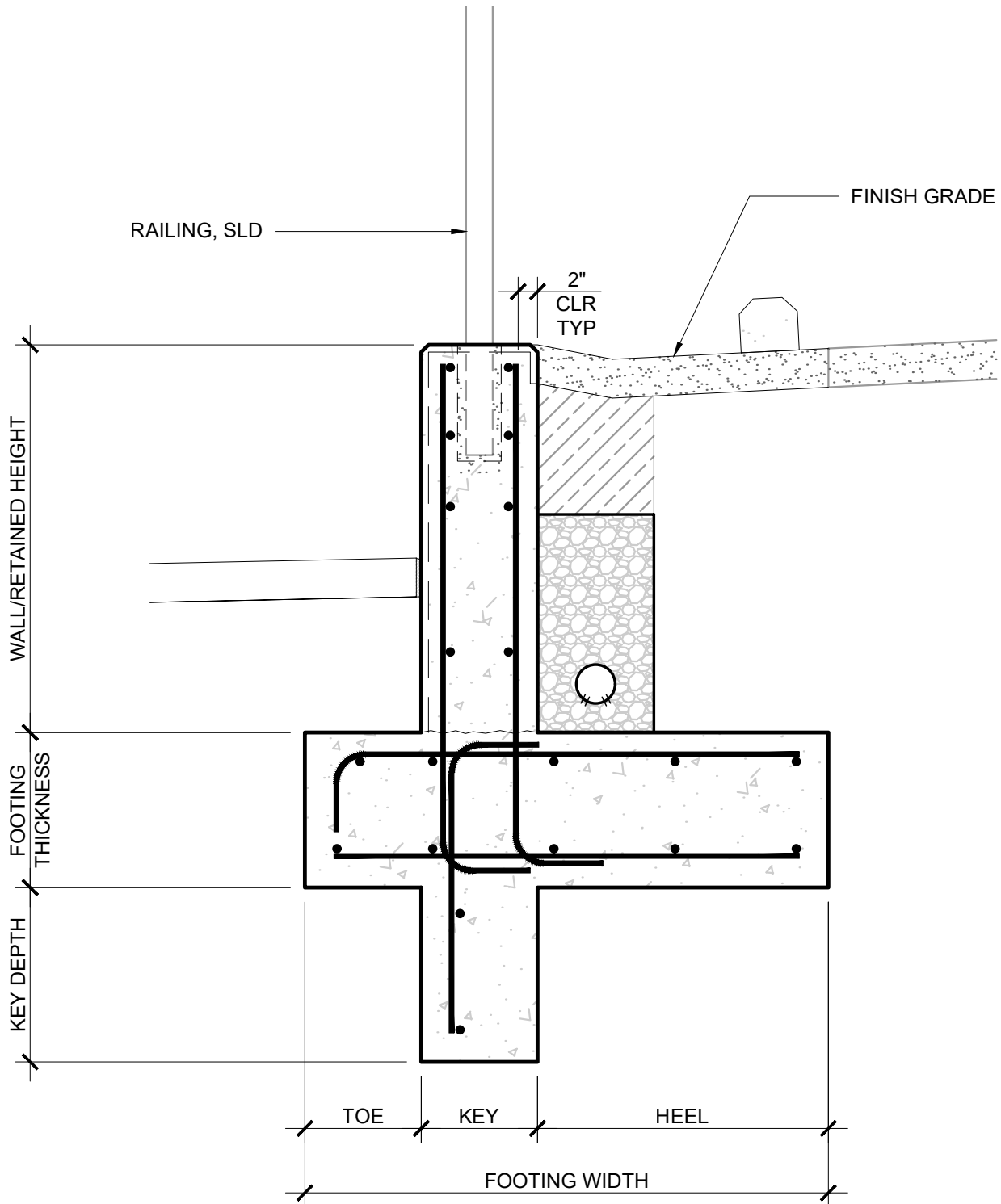
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SHEET NO. _____ OF _____

CALCULATED BY **EDD** DATE **2/24/2025**

CHECKED BY _____ DATE _____

SCALE _____



RETAINING WALL SECTION

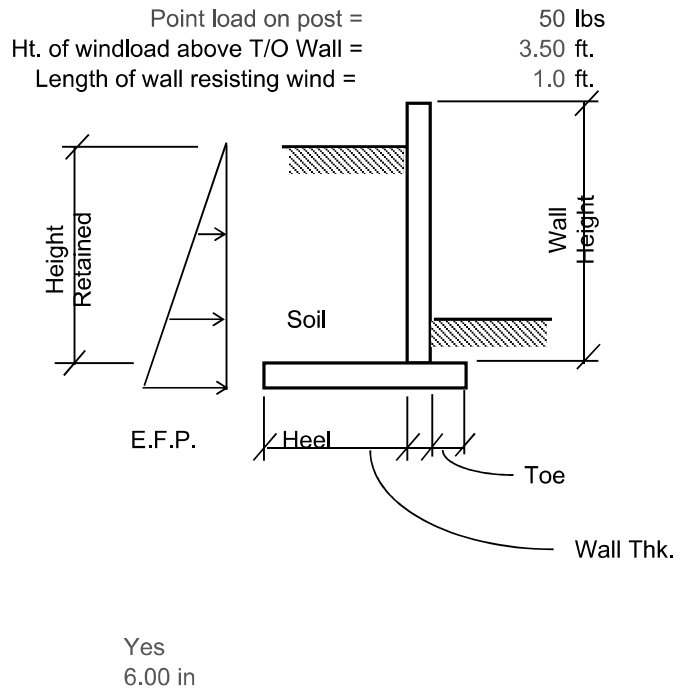


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3'-4" Cantilever Retaining Wall (Level Backfill, Class 4 Soil)

Wall Height = 3.33 ft.
 Height Retained = 3.33 ft.
 Footing Thickness = 16.00 in.
 Equiv. Fluid Press. = 45.00 p.c.f.
 Surcharge (LL) = 90.00 p.s.f.
 Seismic Load = 0 lb per ft
 Point Load = 50.00 lbs
 Coef. of Friction = 0.25
 Cohesion = 0.00 p.s.f.
 Wall Thickness = 12.00 in.
 Heel Dimension = 48.00 in.
 Toe Dimension = 12.00 in.
 Footing Width = 6.00 ft.
 Key Depth = 18.00 in.
 Key Dist. From Toe = 18.00 in.
 P additional = 0.11 k
 Passive Pressure = 150 psf/ft depth
 Soil Density = 110 pcf
 Allow Soil Bearing = 2000 psf
 " " Short Term = 2000 psf
 Consider Passive Resistance on Footing ?
 Neglect Passive Pressure in upper



Stability:

Overturning:

0% Seismic = 0.00 kips
 100% Surcharge = 0.42 kips
 100% Point Load = 0.05 kips
 100% Soil = 0.49 kips
 Total = 0.96 kips

Forces:

0.00 kips
 0.42 kips
 0.05 kips
0.49 kips
 0.96 kips
 0.11 kips
 0.50 kips
 1.20 kips
 0.23 kips
1.47 kips
 3.50 kips

Moments:

0.00 ft.-kips
 0.98 ft.-kips
 0.41 ft.-kips
0.76 ft.-kips
 2.15 ft.-kips
 0.17 ft.-kips
 0.75 ft.-kips
 3.60 ft.-kips
 0.34 ft.-kips
5.86 ft.-kips
 10.71 ft.-kips

Acting at 0.33H

DL Resisting:

100% P add. = 0.11 kips
 100% Wall = 0.50 kips
 100% Footing = 1.20 kips
 100% Key = 0.23 kips
 100% Soil = 1.47 kips
 Total = 3.50 kips

Forces:

0.11 kips
 0.50 kips
 1.20 kips
 0.23 kips
1.47 kips
 3.50 kips

Moments:

0.17 ft.-kips
 0.75 ft.-kips
 3.60 ft.-kips
 0.34 ft.-kips
5.86 ft.-kips
 10.71 ft.-kips

Soil Bearing:

Eccentricity = 0.55 ft Length/6 = 1.00 ft $Mr / Mot = 4.99$ (FOS_{OT})

Toe Pressure = 0.91 ksf
 Heel Pressure = 0.26 ksf

Note: $e < L/6$ --> Resultant in middle third

Sliding:

Friction = 0.87 k
 Cohesion = 0.00 k
 Res. of Ftg = 0.11 k
 Res. of Key = 0.47 k
 Total Resisting = 1.46 k

$Fr / Fslid = 1.52$ (FS_{SLIDING})



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3'-4" Stem Reinforcing Design

Load Combination 1.6 (H) + 1.6 (LL) + 1/0.7 (E)

Mu = 1.2 ft-kips Factored loads at base of stem
 Vu = 0.9 kips

Load Combination 1.6 (H) + 1.6 (LL) + 1/0.6 (W)

Mu = 1.8 ft-kips Factored loads at base of stem
 Vu = 1.0 kips

Governing Load Combinations

Mu = 1.8 ft-kips
 Vu = 1.0 kips

Material Properties

Beam Dimensions

f'c = 4000 psi	height = 12.00 in
Fy = 60000 psi	width = 12.00 in
Stirrup Fy = 40000 psi	clearance = 2.00 in
$\beta_1 = 0.85$	bar diameter = 0.625 in
bending $\phi = 0.9$	depth = 9.69 in
shear $\phi = 0.75$	
Stirrup Area = 0.00 in ²	

Reinforcing Ratios

Steel Areas ($\rho b d$)

$\rho_{min} = 0.00333$	As min = 0.39 in ²
$\rho_{max} = 0.02138$	As max = 2.49 in ²
$\rho_{bal} = 0.02851$	As bal = 3.31 in ²
Vc max = 126 psi	
Vs max = 506 psi	

Check Bending Reinforcement Requirements

A _s required	A _s provided
Mu = 1.8 ft-kips	As prov = 0.23 in ²
As req = 0.04 in ²	$\rho_{prov} = 0.20\%$
1.33 As req = 0.06 in ²	a = 0.342 in
Note: Min Area Governs As Required	$\phi M_n = 10.0$ ft-kips

Check Shear Reinforcement Requirements

V_u = 1.0 kips
 $\phi V_c = 11.0$ kips No Shear Reinforcing Required

COMMUNITY TRAFFIC SAFETY COALITION

Recommended Guidelines to Protect the Safety of Bicyclists, Pedestrians, and Disabled Travelers during Road Const



As stated in the California MUTCD (2003 Edition with Revisions Number 1 and 2 Incorporated, December 2007), “**The needs and control of all road users (motorists, bicyclists, and pedestrians within the highway, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA) Title II, Paragraph 35.130) through a TTC zone shall be an essential part of highway construction, utility work, maintenance operations, and the management of traffic incidents.**”

THE PROBLEM

There are three general situations which impact bicyclists, pedestrians, and disabled travelers:

1. Work in the *bikeway** or *walkway*, which forces bicyclists or pedestrians to compete with motor vehicles in a narrow car lane.
2. Work which is not in the *bikeway* or *walkway* but which puts equipment, debris, or warning signs in the *bikeway* or *walkway*.
3. Work which blocks the direction of travel without a clear, safe, and convenient detour for cyclists, pedestrians, or wheelchair travelers.

In addition, please be aware of these specific hazards for bicyclists, pedestrians, and disabled travelers.

Hazards to Bicyclists

- Signs, equipment, or debris in the *bikeway*.
- *Bikeway* blocked without advance warning.
- Rough pavement or gravel without advance warning.
- Poor pavement transitions, especially when parallel to the line of travel (eg: metal plate edges or pavement removal/resurface areas which are not tapered).
- Inadequate time to pass through a signalized one-lane, two-way traffic control.

Hazards to Pedestrians

- Blocked or hazardous *walkway* which is not marked in a way that is visible in advance, especially at night.
- Alternate route or detour which is not negotiable by wheelchairs, strollers, carts, etc.

Special Hazards to Visually Impaired Pedestrians

- Blocked or hazardous *walkway* without a barrier which is solid enough to be discernible by guide dog or cane.

Special Hazards to Wheelchair Travelers

- Signs, equipment, or debris partially blocking the *walkway*.
- Sidewalk blocked with no curb cut or ramp to exit sidewalk, or advance warning to exit at a prior curb cut.
- Rough pavement, grooves, or gravel without advance warning. Rocks of 3” diameter or greater are especially hazardous because they may cause the wheelchair to stop abruptly and eject the occupant

* For the purposes of these guidelines, “*bikeway*” will be used to refer to where bicyclists usually travel on a given road, including painted bike lanes, paved shoulders, the right side of a wide travel lane, or the center of a narrow travel lane if there is no bike lane or shoulder. “*Walkway*” will be used to refer to sidewalks, shoulders, and paths where pedestrians and wheelchairs travel.

THE SOLUTION

The California MUTCD (Section 5-01-2) includes these “fundamental principles” for bicyclists and pedestrians in construction and maintenance work zones:

1. Bicycle and pedestrian “movement should be disrupted as little as practicable”.
2. “Pedestrians and bicyclists should be provided with access and passage through, or around, the temporary traffic control zone at all times.”
3. Bicyclists and pedestrians “should be guided in a clear and positive manner while approaching and space traversing the temporary traffic control zone.”

In addition, please consider the following specific safety and access measures.

Detours

- When construction blocks the *bikeway*, accommodations should be made for bicyclists if they are made for motor vehicles, including safe and well marked detours for cyclists when needed. In some situations when motor vehicles are detoured, a safe corridor can be left open for bicyclists. If not possible, post “End Bike Lane” and “Share the Road” (or “Merge Left”) caution signs to encourage cyclists to merge into the through lane. Rather than directing bicyclists to walk their bikes in pedestrian zones, try to provide a rideable alternative.
- If construction or signs must block the *walkway*, establish safe, well-signed detours for pedestrians which are accessible for wheelchairs, strollers, carts, etc.
- When one-lane, two-way traffic control is done by temporary traffic signals, timing should accommodate bicyclists, who will be slower than motor vehicles especially in the uphill direction. Consider push button signals for bicyclists or special bicycle loops, if practical.
- Barriers should include a portion low enough and solid enough to be easily discernible by a cane, guide dog, or child. If necessary, use flaggers to guide pedestrians.

Signs

- Whenever possible, construction warning signs should be placed out of the *bikeway* and *walkway*, so that the sign itself is not a barrier for bicyclists for wheelchair travelers. Remove construction signs promptly when construction pauses or ends.
- Any construction or sign which blocks the *bikeway* should have sufficient sight distance, including night-time visibility, to allow cyclists time to merge safely into the car lane. Use “End Bike Lane” and “Share the Road” signs.
- Any construction or sign which blocks the *walkway* should have prior warning to allow wheelchairs time to exit the walkway at a prior curb cut.
- For all construction where the *bikeway* or *walkway* is blocked or the lane narrows, post “Share the Road” caution signs to warn motorists to slow down and watch for bicyclists and pedestrians.

Pavement Surface

- Temporary pavement or metal plates installed during construction should have cold mix asphalt tapered at the edges for bicyclist, pedestrian and wheelchair safety. When locating metal plates, avoid placing edges in the middle of the *bikeway*. Debris in the *bikeway* or *walkway* should be cleared at the end of each workday.
- If no smooth surface is available for bicyclists, pedestrians, or wheelchairs, post signs warning “Rough Surface” or “Uneven Pavement” at the beginning of the work area. Keep signs posted at the end of the workday. Use reflective signage on barricades with flashers for night safety.
- Prior to “sign off” on projects, verify that the pavement in the *bikeway* and *walkway* is even. Overlay should be smoothed at drainage grates, manholes, and gutter pan, and after narrow trenching in the *bikeway*.