



Incorporated October 22, 1956

# CITY OF SARATOGA

13777 FRUITVALE AVENUE • SARATOGA, CALIFORNIA 95070 • (408) 868-1200

COUNCIL MEMBERS:

*Manny Cappello  
Bill Hunter  
Emily Lo  
Howard Miller  
Chuck Page*

## ATTENTION BIDDER

December 16, 2011

RE: City of Saratoga 2012 Pavement Management Program

Please read and understand all the documents and forms prior to bidding. See Information for Bidders (page 3) and Bidder's Checklist (Page 80) for a list of documents that contractor's are required to submit with their bid.

Should you have any questions about this process, please contact us at 408-868-1239 or via email at [ssarwari@saratoga.ca.us](mailto:ssarwari@saratoga.ca.us)

Sincerely,

Shaheen Sarwari  
Public Works Department

# **CITY OF SARATOGA**

## **2012 Pavement Management Program**



**City of Saratoga  
13777 Fruitvale Avenue  
Saratoga, CA 95070  
408-868-1239**

**CITY OF SARATOGA**

**CONTRACT DOCUMENTS**

**FOR**

**2012 Pavement Management Program**

**KEY BID DATES**

**(For informational purposes only, subject to change without notice)**

Date Issued: **December 19<sup>th</sup>, 2011**

Requests for Equals/Clarifications Due: **January 10<sup>rd</sup>, 2012**

Bid Due: **January 17<sup>th</sup>, 2012 at 10:30 am**

Council Award: **February 1st, 2012**

**CITY OF SARATOGA**

**2012 Pavement Management Program**

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## **NOTICE INVITING BIDS**

### **2012 Pavement Management Program**

SEALED BIDS will be received by the CITY OF SARATOGA (CITY) until **January 17<sup>th</sup>, 2012 at 10:30 am** for **2012 Pavement Management Program**. Sealed bids shall be submitted addressed and noted as follows:

**Public Works Director**  
City of Saratoga  
13777 Fruitvale Ave.  
Saratoga, CA 95070

### **Sealed Bid for 2012 Pavement Management Program**

All bids must be accompanied by bidder's security in accordance with California Public Contract Code Sections 20170 et seq.

Following the closure of the bid submittal period, bids will be publicly opened and read for performing work as follows:

Furnishing all labor, materials, equipment, and performing all work necessary and incidental to the construction of the project known as **2012 Pavement Management Program**, according to drawings and specifications as prepared by the City of Saratoga and according to the Contract Documents. The work to be done consists of supplying all labor, methods or processes, implements, tools, machinery, equipment and materials to install asphalt overlays, striping and other work not specifically mentioned herein, but which may be required as directed by CITY or its designated representative.

CITY hereby notifies all Bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this Invitation for Bid, Disadvantaged Business Enterprises (DBE's) will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the basis of race, color, sex, national origin, in consideration for an award.

**Project is to be completed within 60 calendar days from the date specified in the Notice to Proceed. The Contractor shall pay to the City of Saratoga the sum of three hundred dollars (\$300.00) for each and every calendar day's delay in finishing the work in excess of the calendar day completion time.**

Bidders may obtain copies of the bidding documents at **the City of Saratoga, City Hall at 13777 Fruitvale Avenue, Saratoga CA 95070**. There is no charge for obtaining a set of bid documents for this project. A set of the documents may be obtained via the mail upon request by calling 408-868-1239, emailing [ssarwari@saratoga.ca.us](mailto:ssarwari@saratoga.ca.us) or mailing requests to City of Saratoga; 13777 Fruitvale Avenue; Saratoga, California 95070; Attn: Public Works Department.

Pursuant to California Labor Code Section 1771, the successful bidder and all subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are available for view at the City of Saratoga Department of Public Works.

Pursuant to California Public Contract Code Section 22300, the Contractor may, at its option, choose to substitute securities for monies earned by the Contractor and retained by CITY to ensure the performance of the Contract.

Pursuant to California Public Contract Code Section 3300, City has determined that the Contractor shall possess a valid general contractor **Class A or Class B (General Contractor or Engineering)** License at the time that the bid is submitted. Failure to possess the specified license shall render the bid non-responsive.

The successful bidder will be required to furnish a payment bond in the amount equal to one hundred percent (100%) of the Contract Price, as well as a faithful performance bond, in the amount equal to one hundred percent (100%) of the Contract Price. The bonds shall be on the forms included in the Contract Documents.

The successful bidder shall insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, or marital status, and shall comply with the Americans with Disabilities Act.

Bids will be examined and reported to the City of Saratoga City Council (Council) at a meeting within sixty (60) days of the bid opening. CITY reserves the right to reject any and all bids, or to waive any irregularities or informalities in any bid or in the bidding procedure, or to postpone the bid opening or award for good cause. No Bidder may withdraw its bid for a period of [insert number] calendar days after the date of opening of the bids. Each bidder will be notified of award of contract, if award is made. Contract Documents, Forms of Bid and any questions concerning this bid should be addressed to Public Works Director, City of Saratoga, (408) 868-1239.

CITY OF SARATOGA  
Office of the Clerk  
December 12, 2011

## **INFORMATION FOR BIDDERS**

### **2012 Pavement Management Program**

#### **SCOPE AND LOCATION OF WORK**

The work to be performed under this contract consists of the furnishing of all labor, materials, plant, equipment and services for the construction of the Project, complete, and in satisfactory operating condition, all as shown on the Contract Documents and/or as specified herein. The work is to be performed in the City of Saratoga, County of Santa Clara.

#### **INSPECTION OF WORK SITE**

Bidders are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Bidders may apply to the Director of Public Works for additional information and explanation before submitting bids. However, no supplemental information requested or furnished shall vary the terms of the Contract Documents or affect the Contractor's sole responsibility to satisfy itself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the Work.

Submission of a bid by the bidder shall constitute acknowledgment that, if awarded the contract, the bidder has relied and is relying on its own examination of (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work, including but not limited to the availability of labor and materials; and (d) its own knowledge of existing facilities on and in the vicinity of the site of the Project and not on any representation or warranty by City or its agents of the above items. Removal, relocation, or protection of existing public utilities not identified by City shall be done in conformance with California Government Code Section 4215.

#### **EXAMINATION OF CONTRACT DOCUMENTS**

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings and addenda (if any). Submission of a bid shall constitute acknowledgment, upon which City may rely, that the bidder has thoroughly examined and is familiar with the Contract Documents. Failure or neglect of a bidder to receive or examine any of the Contract Documents shall in no way relieve the bidder of any obligation with respect to its bid or to the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

REPORT OF ERRORS AND OMISSIONS

Bidder shall review architectural and/or engineering plans and specifications, if any, prior to submission of the bid, and report any errors and omissions noted by the bidder to the Director of Public Works. The review by the Contractor shall be confined to the Contractor's capacity as a contractor, and not as a licensed design professional.

INTERPRETATION OF CONTRACT DOCUMENTS

No oral representation or interpretations will be made to any bidders as to the meaning of the Contract Documents. Requests for interpretation shall be made in writing and delivered to the Director of Public Works at least ten (10) working days before the time announced for opening the bids. Interpretations, where necessary, will be made in the form of an addendum to the Contract Documents and, when issued, will be sent as promptly as is practical to all parties to whom the bid documents have been issued. All such addenda shall become part of the Contract.

Requests for information before or after the award of contract shall be directed to: Director of Public Works, 13777 Fruitvale Avenue, CA 95070, Phone / Fax : (408) 868-1239

It shall also be the bidder's responsibility to call to the attention of Director of Public Works any missing pages in the Contract Documents, including the addenda. These items shall be brought to the attention of Director of Public Works in writing, at least one week prior to the bid opening date.

BIDS

Bids shall be made on the blank forms prepared by City, which may be removed from the bound Contract Documents. All bids shall include, in the space provided, all information requested, shall be signed by the bidder or an authorized representative thereof, and shall include the bidder's business address.

Bidders must prepare and submit all required documents.

Bids must be accompanied by security in accordance with California Public Contract Code Sections 20170 et seq.

If the bid is made by an individual, his or her name, signature, and business address shall be shown.

If the bid is made by a firm or partnership, the name and business address of the firm or partnership and the signature of at least one of the general partners shall be shown.

If the bid is made by a corporation, the bid shall show the name of the corporation and the state(s) in which the corporation is incorporated; the name and business address of the corporation's local agent; and the signature of at least one officer authorized to sign on behalf of the corporation. Additionally, the bid shall include a document empowering the signatory or signatories to execute the bid and to bind the corporation.

If the bid is made by a joint venture, the bid shall be signed by at least one of the joint venture firms in a format meeting with the requirements outlined above. Additionally, the bid shall include a document empowering the signatory or signatories to execute the bid and to bind the joint venture.

Every contractor, other than a joint venture, who submits a bid, must at the time the bid is submitted have a California Contractor's License in good standing. The license shall be in the class or classes specified in the Contract Documents. Any bid from an unlicensed contractor, other than those persons exempt under California Business & Professions Code Section 7028.15, shall be non-responsive and shall be rejected. Section 7028.15 makes it a misdemeanor for any person without a valid contractor's license (with specified exceptions) to submit a bid to act as a contractor to a public agency. The penalties on a bidder violating these provisions are severe.

Each bid shall be enclosed in a sealed envelope, labeled and delivered to the Director of Public Works at the address above. Bidders are warned against making erasures or alterations of any kind, without initialing each and every such change. Bids that contain uninitialed erasures, alterations or irregularities of any kind, or omissions, may be rejected. No oral, telegraphic, or telephone (including facsimile) bids or modifications will be considered.

Each bidder shall submit with its bid a statement setting forth its experience and qualifications on the forms included in the Contract and Bidding Documents.

Telephones will not be available to bidders for the preparation of the bids or for calling in bid results. Bid forms received after the designated time will not be accepted. Bidders and their authorized agents are invited to attend the bid opening.

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

City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of City, and to waive any informalities or irregularities in the bids.

### ADDENDA

Each bid shall include specific acknowledgment (in the space provided) of the receipt of all addenda issued during the bidding period. A bidder's failure to acknowledge all addenda may result in the bid being rejected as not responsive.

### BID PRICES

Bid prices shall include everything necessary for the completion of construction and fulfillment of the contract, including but not limited to furnishing all transportation, materials, equipment, tools, excavation, utilities, sheeting, shoring, bracing and supports, plant and other facilities, and all management, superintendence, permits, labor and services, except as may be provided otherwise in the Contract Documents.

In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the correct product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of the individual items does not equal the total base price, the individual item totals shall govern and the corrected sum shall be deemed to be the total base bid.

Where there is a conflict between words and figures, the words shall govern and the figures shall be disregarded.

### TAXES

Bid prices shall include all applicable federal, state, and local taxes.

### EXPERIENCE OF BIDDERS

At the time of bidding, and throughout the period of the contract, each bidder shall be licensed under the provisions of the California Business and Professions Code to do the type of work contemplated for the project. The license classification shall be a **Class A or Class B (General Contractor or Engineering License)**. It is the intention of City to award a contract, if at all, to the lowest responsive responsible bidder who demonstrates the attributes of trustworthiness, as well as quality, fitness (including financial qualifications), capacity and experience to enable it to prosecute the work successfully and properly, and to complete the work within the time period named in the Contract Documents.

To determine the degree of responsibility to be credited to the bidder, City will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the Work. City shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress. City may reject bids from Contractors who cannot satisfactorily prove the experience and qualifications outlined in paragraph 10 hereof.

### LISTS OF SUBCONTRACTORS

On the forms provided, each bidder shall list the name and address of each subcontractor to whom the bidder proposes to sublet portions of the work in excess of one-half of one percent of the total amount of the bid or \$10,000, whichever is greater. For the purpose of this paragraph, a subcontractor is defined as anyone who contracts with the Contractor to furnish materials and labor or labor only, and/or one who specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the Contract Documents. All listings and subsequent substitutions, if any, shall be done in conformance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 et seq.

### BID GUARANTY

The bid shall be accompanied by a bid guaranty bond duly completed by a corporate surety authorized to conduct business in the State of California payable to the City of Saratoga in the sum of at least ten percent (10%) of the total amount of the bid. The bond shall be on the form included in the Contract Documents. Alternatively, a certified or cashier's check, payable to the City of Saratoga, in the sum of at least ten percent (10%) of the total amount of the bid may be substituted for the bid guaranty bond. The amount payable to the City of Saratoga under the bid guaranty bond, or the certified or cashier's check, as the case may be, shall be forfeited to City as liquidated damages in the case of the failure or neglect of the successful bidder to furnish, execute, and deliver to City the required performance and payment bonds and evidences of insurance, and/or to enter into, execute, and deliver to City the Agreement on the form provided herewith, within ten (10) days after being notified in writing by City that the award has been made.

### MODIFICATION OF BID

Modification of a bid already received will be considered only if the modification is received prior to the deadline for receiving bids. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid.

### POSTPONEMENT OF OPENING

City reserves the right to postpone the date and time for receiving and/or opening of bids at any time prior to the date and time established in the Notice Inviting Bids. Pursuant to Public Contract Code Section 4104.5, the City shall extend the date and time for closing of submission of bids (the "bid deadline") by no less than seventy-two (72) hours in the event that CITY issues any material changes, additions, or deletions to the bidding documents later than seventy-two (72) hours prior to the bid deadline.

NON COLLUSION AFFIDAVIT

California Public Contract Code Section 7106 requires that each bidder execute a Noncollusion Affidavit on all public works contracts. Bidder shall execute the Noncollusion Affidavit included with the Contract Documents and submit it to City with the bid.

DISQUALIFICATION OF BIDDER

If there is a reason to believe that collusion exists among any of the bidders, none of the bids of the participants in such collusion will be considered, and City may choose to reject all bids received.

REJECTION OF BIDS

City reserves the right to reject any bids which are incomplete, obscure, or irregular; any bids which omit a bid on any one or more items for which bids are required; any bids which omit unit prices if unit prices are required; any bids in which unit prices are unbalanced in the opinion of City; any bids accompanied by insufficient or irregular bid guaranty; and any bids from bidders who has been delinquent or unfaithful in any former contract with City. City reserves the right to reject defective bids or to waive technical defects, as the interests of City may require.

RELIEF OF BIDDERS

Attention is directed to the provisions of California Public Contract Code Section 5100, et seq., concerning relief of bidders, and in particular to the requirement therein that if a bidder claims a mistake was made in its bid, the bidder shall give City written notice of the alleged mistake within five (5) calendar days after the opening of the bids, specifying in the notice, in detail, how the mistake occurred.

COMPLETING AND SIGNING FORMS

The Bidder's attention is directed to the forms included in the Contract Documents, which must be completed and signed. **FAILURE TO PROPERLY COMPLETE AND SIGN ANY FORMS MAY BE CAUSE FOR REJECTION OF A BID.**

DEBARRED CONTRACTORS AND SUBCONTRACTORS

No contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works contract under California Labor Code Sections 1777.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from letting work on the Project to a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.

PRIOR APPROVAL OF SUBSTITUTIONS ("APPROVED EQUALS")

Bidders wishing to obtain prior approval of a substitution for a specified material or system (an "approved equal") shall submit all required documentation in compliance with procedures established in the Contract Documents. Any request for an approved equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

Prior approval requests must be received by City, in writing, at least **[10]** business days prior to bid deadline. If City determines the requested material or system is equal to that specified, City will notify the Bidders prior to time for submitting bids. City's failure to notify the Bidders of an approved equal shall be deemed a rejection of the requested substitution.

PREVAILING WAGE AND APPRENTICESHIP

In accordance with California Labor Code Section 1771, all contractors and subcontractors on this public work project shall pay not less than current prevailing wage rates as determined by the California Department of Industrial Relations ("DIR"). All contractors and subcontractors on this public work project shall comply with the requirements of California Labor Code Sections 1777.5 and 1777.6 in the employment of apprentices.

Questions regarding general prevailing wage rates should be directed to:

Department of Industrial Relations  
Division of Labor Statistics and Research  
P.O. Box 420603  
San Francisco, CA 94142-0603  
Phone: (415) 703-4774

Questions pertaining to apprenticeship crafts should be directed to:

Department of Industrial Relations  
Division of Apprenticeship Standards  
P.O. Box 420603  
San Francisco, CA 94142-0603  
Phone: (415) 703-4920

Information is also available at the Department of Industrial Relations' website:  
<http://www.dir.ca.gov>

Any contractor who is awarded a public works contract is not relieved of the obligation to pay prevailing wage rates for any craft or classification not listed in the General Determinations or in any Special Determination. If a contractor intends to use a craft or classification not listed in the General Determinations or existing Special Determinations, he or she must notify CITY no later than forty-

five (45) days before the bid deadline and request a Special Determination. If no determination has been made at the time the contract is awarded, the contractor shall pay the prevailing wage rate of the craft or classification most closely related to the craft or classification used.

All prevailing wage rates are subject to modification pursuant to Important Notices issued by the DIR's Division of Labor Statistics and Research and recent union contract negotiations.

#### BID PROTEST PROCEDURES

These procedures apply to all procurement actions, whether by sealed bid, request for bid or sole source, and regardless of the stage of the procurement process at which the protest is filed.

Any protest relating to the form or content of the bidding or contract documents must be submitted in writing to Public Works Director at 13777 Fruitvale Avenue, Saratoga, CA 95070 no later than ten (10) working days before the bid deadline. Any person who submits a bid shall be deemed to have waived any protest to the form or content of the proposal documents.

Any protest relating to any particular proposal or the award of the contract must be submitted in writing to Public Works Director. The protest must be received no later than ten (10) working days after the basis of protest is known or should have been known, whichever is earlier.

The initial protest document shall contain a complete statement of the basis for the protest.

The protest shall refer to the specific portion(s) of the proposal documents which forms the basis for the protest.

The protest shall include the name, business address and telephone number of the person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties who have a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest. The documents shall be transmitted by fax or overnight mail.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or instituting legal proceedings

## GENERAL CONDITIONS

### 2012 Pavement Management Program

#### SECTION GC-1 DEFINITIONS AND TERMS

Whenever in the Contract Documents the following terms are used, the intent and meaning shall be interpreted as follows (unless noted otherwise):

Agreement – the written instruments comprising the complete and integrated contract between the City of Saratoga and the Contractor.

Business day – see "working day" below

Calendar day – a period of twenty-four (24) hours measured from midnight to the next midnight. If not otherwise specified in the Agreement, days shall be presumed to be calendar days.

Caltrans Standard Specifications - Standard Specifications for Construction of Local Streets and Roads issued by the State of California, Department of Transportation, 2006 edition. Any reference therein to a State agency or officer shall be interpreted as if the corresponding City of Saratoga office or officer acting under this contract were so specified. All metric measurements or quantities in the Caltrans Standard Specifications shall be disregarded, and equivalent United States measures used.

Caltrans Standard Plans - Standard Plans for Construction of Local Streets and Roads issued by the State of California, Department of Transportation, current edition. All metric measurements or quantities in the Caltrans Standard Plans shall be disregarded, and equivalent United States measures used.

Contractor – the individual or entity with whom City has entered into the Agreement.

Council - The City of Saratoga City Council, the governing body of the City of Saratoga.

County – Santa Clara County, California.

City – the City of Saratoga.

Engineer – The Director of Public Works of the City of Saratoga, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory - The designated laboratory authorized by the City of Saratoga to test materials and work involved in the contract.

Working day – a period comprising the normal working hours of the day and further defined in Section 8-1.06 ("Time of Completion") of the Caltrans Standard Specifications.

Other terms appearing in the Contract Documents shall have the intent and meaning specified in Section 1 ("Definitions and Terms") of the Caltrans Standard Specifications.

SECTION GC-2 BID REQUIREMENTS AND CONDITIONS

**A. APPROXIMATE QUANTITY ESTIMATE**

The quantities given in the Notice Inviting Bids and in the bid and contract forms are approximate only, being given as a basis for the comparison of bids, and CITY does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable by the Director of Public Works.

**B. EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK**

The bidder shall examine carefully the site of work contemplated and all Contract Documents, including all bid and contract forms incorporated by reference therein. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, the quantities of materials to be furnished, and as to the requirements of the bid, plans, specifications, and the contract. If, during the course of its examination, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the project plans and specifications, the bidder shall contact CITY for additional information and explanation before submitting its bid. Any request for information must be submitted at least ten (10) working days before the time announced for opening the bids, if any.

**C. QUESTIONS DURING BIDDING**

Any questions regarding the Contract Documents or bid forms shall be directed to the person listed in the Information For Bidders. All questions must be submitted at least ten (10) working days before the original bid deadline.

**D. ADDENDA**

When CITY deems it necessary, addenda may be issued to the Contract Documents to amend, clarify or correct matter contained therein. Such addenda shall constitute a part of the Contract Documents and shall be equally binding with them. Addenda shall be forwarded to all prospective bidders when such addenda are issued prior to receipt of bids. Bidder must acknowledge all addenda on the bid form. Failure to acknowledge all addenda issued will render the bid nonresponsive.

**E. BID FORM**

All bids must be submitted upon blank forms provided in the Contract Documents. Bids shall include all applicable taxes that the Contractor is required to pay. All bids must give the prices proposed and must be signed by the bidder and include bidder's business address. If the bid is made by an individual, his name and business address must be shown. If made by a firm or partnership, the name and business address of each member

of the firm or partnership must be shown. If made by a corporation, the bid must show the name of the state(s) in which the bidder is incorporated and the names, titles, and business addresses of the corporation's president, secretary, and treasurer. All bids shall be submitted as directed in the Notice Inviting Bids under sealed cover plainly marked as a bid, and identifying the project to which the bid relates and the date of the bid opening therefor. Bids which are not properly marked may be disregarded.

#### F. PUBLIC OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in Notice Inviting Bids. Bidders or their authorized agent are invited to be present.

### SECTION GC-3 AWARD AND EXECUTION OF CONTRACT

#### A. AWARD OF CONTRACT

CITY reserves the right to reject any and all bids. The contract will be awarded, if at all, to the lowest responsive responsible bidder whose bid complies with all the requirements set forth in the Notice Inviting Bids and Information to Bidders and all documents referenced therein.

In the event that bids are required to include prices for items that may be added to or deducted from the scope of the work of the contract for which the bid is being submitted, the lowest bid shall be the lowest bid price on the base contract those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price. CITY reserves the right to add to or deduct from the contract any of the additive or deductive items after the lowest responsible bidder has been determined.

The contract will be awarded, if at all, within 60 calendar days after the opening of the bids.

The Work will not start until CITY has successfully acquired all necessary rights of way, easements and permits to begin work on this project.

#### B. CONTRACT BONDS

The successful bidder shall furnish two separate contract bonds. Each of the bonds shall be executed in an amount equal to at least 100% of the Contract Price. One bond shall guaranty the faithful performance of the contract by the Contractor; and the other bond shall secure payment of the claims of laborers, mechanics, and material suppliers employed under the contract and shall contain all provisions required by law to be included in such bond forms, including the requirements of Civil Code Sections 3247 - 3252. No alteration, extension of time, extra and additional work, or other change authorized by the Contract Documents will affect the obligations of the surety or sureties on the payment or performance bonds, and no notice to the surety or sureties shall be required.

Any bond required herein shall be issued by a corporate surety admitted to transact surety business in the State of California and holding a valid Certificate of Authority to transact Surety Insurance in the State of California.

**C. EXECUTION OF THE CONTRACT**

The Contract shall be signed by the successful bidder and returned, together with the Contract bonds required by Section GC-3 (B) and insurance certificate required by Section GC-7 (S) of these General Conditions, after the bidder has received notice that the Contract has been awarded. No bid shall be considered binding upon the City of Saratoga until the award of the contract by the Council.

**D. NOTICE TO PROCEED**

A separate Notice to Proceed will be issued to the Contractor for this work. Within ten (10) working days from the Notice to Proceed or date specified in the Notice to Proceed, the Contractor shall commence work. Working days will be charged to the Contractor after the ten-day period has elapsed.

**E. FAILURE TO EXECUTE CONTRACT**

Failure to execute the Agreement and file acceptable performance and payment bonds and insurance as provided herein within fifteen (15) calendar days after the bidder has received notice that the contract for the Work has been awarded to him, shall be just cause for the annulment of the award and the forfeiture of the bid guaranty. Upon any such failure by the successful bidder, the contract for the work may be awarded to the second lowest responsible bidder. If the second lowest responsible bidder fails to execute the Agreement and file acceptable bonds and insurance as provided herein within fifteen (15) calendar days after such bidder has received notice that the contract for the Work has been awarded to him, the contract for the Work may be awarded to the third lowest responsible bidder. Failure of the second or of the third lowest responsible bidder to whom a contract is so awarded to execute the Agreement and file acceptable bonds and insurance as provided herein within fifteen (15) calendar days after such bidder has received notice that the contract for the Work has been awarded to him shall be just cause for the annulment of the award and the forfeiture of the bid guaranty of each such bidder.

**F. RETURN OF BID GUARANTEES**

CITY will retain all bid guarantees until the Agreement for the Work has been fully executed and CITY has received the bonds and evidence of insurance required to be furnished, or CITY has acted to reject all bids. CITY will return the bid guarantees of unsuccessful bidders, other than those forfeited.

**SECTION GC-4 SCOPE OF WORK**

**A. INTENT OF PLANS AND SPECIFICATIONS**

The intent of the Contract Documents is to prescribe the details for the construction and completion of the work the Contractor undertakes to perform.

Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, material, tools, equipment, flaggers, and

incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

#### **B. STANDARD SPECIFICATIONS AND SPECIAL CONDITIONS**

All work embraced herein shall be constructed in strict accordance with the applicable codes, plans and the Caltrans Standard Specifications, where applicable. All work will be done under the inspection of City and the Director of Public Works and any other public agency with jurisdiction over the Project and shall be the responsibility of the Contractor.

The work embraced herein shall be done in accordance with specifications approved by CITY if such work, material or equipment is not specifically detailed in the Contract Documents, Special Conditions, or accompanying plans.

The parts of the Contract Documents are intended to be complementary.

In case of conflict between Sections 1 through 9 of the Caltrans Standard Specifications and the General Conditions or Special Conditions of this Agreement, the General Conditions or Special Conditions shall control. In case of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In case of conflict between the Caltrans Standard Specifications and the other Contract Documents, the provisions of paragraph GC-5.D Coordination And Interpretation Of Plans, Standard Specifications, and Special Conditions shall apply.

#### **C. FINAL CLEAN-UP**

Before acceptance and final payment, the Contractor shall clean the streets, roads, structures, and all ground occupied by him in connection with the Work, of all rubbish, excess materials, temporary structures, and equipment. All parts of the Work shall be left in a neat and presentable condition. Any damage to property, missing signs, mailboxes, etc. must be repaired/replaced to the satisfaction of CITY. Full compensation for final clean up shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

#### **D. CHANGES**

CITY reserves the right to make such alterations, deviations, additions to or omissions from the Contract Documents, including the right to increase or decrease the quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Director of Public Works to be necessary or advisable and to require such extra work as may be determined by the Director of Public Works to be necessary for the proper completion or construction of the whole work. Changes in quantities shall be in accordance with the provisions of Section 4-1.03B ("Increased or Decreased Quantities") of the Caltrans Standard Specifications.

Any such changes will be set forth in a contract change order which will specify, in addition to the work to be done in connection with the change made, adjustment of contract time, if any, and the basis of compensation for such work. A contract change order will not become effective until approved by CITY in writing.

All changes in the work shall be made as provided in the Contract Documents. Notice is hereby given that under certain circumstances, changes may require the approval of the Council, and may further require notice to affected property owners and a public hearing.

**E. SALVAGE FOR THE CITY**

The Contractor shall remove and preserve carefully any materials designated to be salvaged for the City and shall arrange for the delivery of those materials to the City as directed by the Director of Public Works. The Contractor shall be liable for any damage or destruction of materials designated for salvage.

**F. SEVERABILITY CLAUSE**

If any provision or any part of any provision of these Contract Documents is, for any reason, held to be invalid, unenforceable or contrary to any public policy, law, statute, regulation or ordinance, then the remainder of these Contract Documents shall not be affected thereby and shall remain valid and fully enforceable.

**G. EXTRA WORK**

New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price. The Contractor shall do no extra work except upon written order from the Director of Public Works. Compensation for authorized extra work will be paid as previously agreed upon in writing, or by force account as provided in Section 9-1.03 ("Force Account Payment") of the Caltrans Standard Specifications.

**SECTION GC-5 CONTROL OF WORK**

**A. AUTHORITY OF DIRECTOR OF PUBLIC WORKS**

The Director of Public Works shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner or performance and loss of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. The Director of Public Work's decision shall be final and shall have authority to enforce and make effective such decisions and orders which the Contractor shall carry out promptly.

**B. PLANS AND WORKING DRAWINGS**

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made to any plan or drawing without approval of the Director of Public Works.

The Plans furnished consist of general drawings and show such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the contract plans shall be in writing.

The Plans shall be supplemented by such working drawings prepared by the Contractor as are necessary to perform the Work adequately. No change shall be made by the Contractor to any working drawing after it has been approved by the Director of Public Works.

It is expressly understood, however, that approval of the Contractor's working drawings shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreement of dimensions and details. Contractor shall be responsible for agreement and conformity of his working drawings with the Contract Documents.

Full compensation for furnishing all working drawings shall be deemed included in the prices paid for the contract items of work to which such drawings relate and no separate payment will be made therefor.

#### C. CONFORMITY WITH CONTRACT DOCUMENTS AND ALLOWABLE DEVIATIONS

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, in the Contract Documents. Although measurement, sampling and testing may be considered evidence as to such conformity, the Director of Public Works shall be the sole judge as to whether the work or materials deviate from the plans and specifications, and his decision as to any allowable deviations therefrom shall be final. Deviations from the approved plans, as may be required by the exigencies of construction, will be determined in all cases by the Director of Public Works and authorized in writing.

#### D. COORDINATION AND INTERPRETATION OF PLANS, STANDARD SPECIFICATIONS, AND SPECIAL CONDITIONS

The Caltrans Standard Specifications, the Santa Clara County Standard Plans and Specifications (if any), any Special Conditions, these General Conditions, contract change orders, and all supplementary documents are essential parts of the Contract Documents, and a requirement occurring in one is binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. In the event of a conflict, the most stringent shall govern.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detail drawings shall prevail over general drawings.

#### E. ORDER OF WORK

When required by the Special Conditions or Plans, the Contractor shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be deemed included in the prices paid for the various contract items of work and no separate payment will be made therefor.

Work will be done in compliance with daily weather and average temperature conditions as per the Caltrans specifications for the type of work with the approval of the City's Project Inspector and Project Engineer.

## F. SUPERINTENDENCE

The Contractor shall provide competent supervision of the Work as approved by the Director of Public Works. The Contractor or designated representative shall be present at the site at all times while work is actually in progress. Before starting work, the Contractor shall designate in writing, a representative who shall have the authority to represent and act for the Contractor regarding any written or verbal directions, or requests of the Director of Public Works. Directions or requests delivered to the representative shall have the same force and effect as if delivered to the Contractor. The authorized representative shall be an employee of the Contractor's organization and shall be shown on the Contractor's payroll

The Contractor will not designate a subcontractor as the authorized representative.

Whenever the Contractor or its representative is not present on any particular part of the work where the Director of Public Works desires to give direction, the Director of Public Works will give orders which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work for which the order is given.

Failure of the Contractor or its representative to be present at the job site at all times when work is in progress will be deemed failure on the part of the Contractor to perform a provision of the Contract. If the Contractor or its representative is not present at the job site, the Director of Public Works may, in accordance with Section 8-1.05 ("Temporary Suspension of Work") of the Caltrans Standard Specifications, suspend all work until satisfactory arrangements have been made to have a designated representative on the site at all times when work is in progress. No additional compensation or additional working days will be allowed for such suspension. All working days lost due to such suspension will be charged to the Contractor.

During periods when work is suspended, arrangements acceptable to the Director of Public Works shall be made for any emergency work that is required.

## G. LINES AND GRADES

Unless otherwise stated, stakes or marks will be set by the Contractor, as the Director of Public Works determines to be necessary to establish the lines and grades required for the completion of the Work.

When the Contractor requires stakes or marks outside the scope of this project, the Contractor shall notify the Director of Public Works of his requirements in writing at least three (3) calendar days (72 hours) in advance of starting operations that require such stakes or marks. The Contractor shall coordinate his work such that each staking request will have a minimum of four (4) hours of field staking time. If the Contractor submits a request having less than the minimum four (4) hours of field staking time, the Contractor will be billed the Director of Public Work's time and cost for the difference between the four (4) hour minimum and the actual staking time.

The Contractor shall ensure that the area to receive stakes shall be free of all obstructions, equipment, stockpiles, etc. If the area to receive stakes is not ready for staking when City's

representative arrives on the site, the original 72 hour advance time will become void and City's representative will have 72 hours from the time the area is made ready for stakes to place the stakes and to prepare cut sheets.

Stakes and marks set by the Director of Public Works shall be carefully protected from vandalism and preserved by the Contractor. In case such stakes and marks are lost, destroyed, or damaged, the Contractor must notify the Director of Public Works in writing of his request for the stakes to be reset. Upon receipt of the request, the Director of Public Works will replace the stakes within three (3) working days. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which in the judgment of the Director of Public Works were carelessly lost or willfully destroyed or damaged by the Contractor's operations. Restake charges shall include any recalculation, checking, and administrative charges CITY incurs. These charges will be deducted from any monies due or to become due the Contractor.

#### H. INSPECTION

The Director of Public Works shall at all times have access to the Work during its construction and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of the Contract Documents. All work done and all materials furnished shall be subject to the Engineer's inspection.

The inspection of the work or materials shall not relieve the Contractor of any of its obligations to perform the Work as prescribed. Work and materials not meeting such requirements shall be made good; unsuitable work or materials may be rejected, notwithstanding that such work or materials may have been previously inspected by the Director of Public Works or that payment therefor has been included in a progress estimate.

#### I. REMOVAL OF REJECTED AND UNAUTHORIZED WORK

The Contractor shall remedy or remove and replace at its own expense and in an acceptable manner all work that has been rejected. CITY will not pay for such removal, replacement, or remedial work.

Any work done beyond the lines and grades shown on the plans or established by the Director of Public Works, or any extra work done without written authority, will be deemed unauthorized work for which CITY will not pay. Upon order of the Director of Public Works, the Contractor shall remedy or remove and replace unauthorized work at the Contractor's expense.

Upon failure of the Contractor to comply promptly with any order of the Director of Public Works made under this section, the Director of Public Works may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any monies due or to become due the Contractor.

#### J. CHARACTER OF WORKERS

If any subcontractor or person employed by the Contractor appears to CITY to be incompetent or to act in a disorderly or improper manner, he or she shall be discharged immediately on the request of CITY, and such person shall not again be employed on the Work.

#### K. FINAL INSPECTION

When the work has been completed, CITY and the Director of Public Works, or Director of Public Work's designee, will make the final inspection. The Contractor shall request the final inspection in writing.

### SECTION GC-6 CONTROL OF MATERIALS

#### A. GENERAL

The control of the materials used in the work, including but not limited to the sources, handling, testing, and rejections, shall conform to Section 6 of the Caltrans Standard Specifications.

#### B. SAMPLES AND TESTS

The source of supply of each material shall be approved by the Director of Public Works before delivery begins and before the material is used in the work.

Upon request of the Director of Public Works or as specified in these documents, representative material samples of the prescribed character and quality shall be submitted by the Contractor for testing or examination. No material shall be used without approval of the Director of Public Works.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations, and such special methods and tests as are prescribed in the Caltrans Standard Specifications, and the Special Conditions. The cost of re-testing material or workmanship that fails to pass the first test shall be borne by the Contractor. Contractor shall submit all test results to the Director of Public Works within five (5) calendar days of the testing at no charge to CITY.

Full compensation for conforming with the requirements of this section shall be deemed included in the prices paid for the various contract items of work and materials, and no separate payment will be made therefor.

#### C. DEFECTIVE MATERIALS

All materials that the Director of Public Works determines do not conform to the requirements of the Contract Documents will be rejected, whether in place or not. They shall be removed immediately from the work site, unless otherwise permitted by the Director of Public Works. No rejected material shall be used in the Work, unless the defects are corrected and the Director of Public Works gives written approval.

Upon failure of the Contractor to comply promptly with any order of the Director of Public Works made pursuant to this section, the Director of Public Works may cause the removal and/or replacement of rejected material and may deduct the costs thereof from any monies due or to become due the Contractor.

#### D. CHANGES TO SPECIFICATIONS/APPROVED EQUALS

Changes to the specifications will be made by written addendum executed by the **Public Works Director**.

Requests for approved equals or for clarification of specifications and protests of specifications must be received by CITY, in writing, by the time specified in the Instructions to Bidders prior to bid deadline or, if made after the contract is awarded, no more than fifteen days after the facts giving rise to the request came to the attention of the Contractor. Any request for an approved equal or protest of the specifications must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement.

If CITY determines the requested material or system is equal to that specified, CITY will notify the Bidders prior to bid deadline or Contractor within thirty calendar days after receiving the request. City's failure to notify the Bidders or the Contractor of an approved equal shall be deemed a rejection of the requested substitution.

Wherever brand, manufacturer or product names are indicated in the specifications, they are included **ONLY** for the purpose of establishing identification and a general description of the item. Wherever such names appear, the term "or approved equal" should be understood to follow.

It should be understood that specifying a brand name, components and/or equipment in this specification shall not relieve the supplier from its responsibility to produce the product in accordance with the performance warranty and contractual requirements. The supplier is responsible for notifying CITY of any inappropriate brand name, component and/or equipment that may be called for in the specifications and to propose a suitable substitute for consideration.

#### D. WARRANTY OF TITLE.

Contractor warrants to CITY and its successors and assigns that the title to the materials, supplies or equipment covered by the Contract, when delivered to CITY or to its successors or assigns, is free from all liens and encumbrances.

#### E. WARRANTY OF FITNESS.

Contractor warrants that all materials, supplies and products furnished meet the requirements and conditions of the Contract Documents and are fit for the purpose intended.

#### F. WARRANTY OF MERCHANTABILITY.

Contractor warrants that the goods are merchantable in accordance California Commercial Code Section 2314. In accepting this and other warranties and the materials or supplies to be manufactured or assembled pursuant to the Contract Documents, CITY does not waive any warranty, either express or implied, in California Commercial Code Sections 2312 through 2315, inclusive, or any liability of the manufacturer as determined by any decision of a court of the State of California or of the United States.

### SECTION GC-7 LEGAL RELATIONS AND RESPONSIBILITY

#### A. GENERAL

In connection with laws to be observed and responsibility of the Contractor, attention is directed to Section 7 ("Legal Relations and Responsibility") of the Caltrans Standard Specifications and to the laws applicable to this contract and to the Work that are referenced therein. Full compensation for conforming to the provisions of Section 7-1.08 ("Public Convenience") and Section 7-1.09("Public Safety") shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

#### B. LAWS TO BE OBSERVED

The Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all existing and future laws, ordinances, regulations, orders, and decrees applicable to this contract or to the Work.

The Contractor shall protect and indemnify CITY, and all officers and employees thereof connected with the work, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by City's representative or its employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall forthwith report the same to the Director of Public Works in writing.

#### C. LABOR

In connection with laws to be observed and responsibility of the Contractor, attention is directed to Section 7 ("Legal Relations and Responsibility") of the Standard Specifications and to the laws applicable to this contract and to the Work that are referenced therein. Attention is particularly directed to the subsections pertaining to Hours of Labor, Alien Labor, Labor Discrimination, Prevailing Wages, Apprentices, and the Fair Labor Standards Act.

This is a public works contract within the meaning of Part 7 of Division 2 of the California Labor Code (Sections 1720 et seq.), and the contractor and any subcontractor under him shall pay not less than the specified prevailing wage rates to all workers employed. Pursuant to the provisions of Section 1773 of the California Labor Code, the CITY has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in the City of Saratoga, a copy of which is on file 13777 Fruitvale Avenue, Saratoga, California at the office of the Public Works Director, and shall be made available for viewing to any interested party upon request.

Attention is directed to the provisions in of the Labor Code Sections 1777.5 and 1777.6 concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to comply with and to insure that all subcontractors comply with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code.

Prior to commencement of work, the Contractor shall sign and file with the Director of Public Works a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

Full compensation for conforming to the requirements of this section shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

All penalties set forth in Section 7 ("Legal Relations and Responsibilities") of the Caltrans Standard Specifications shall be payable to the City of Saratoga.

#### D. CONTRACTOR'S LICENSING LAWS

Attention is directed to the California Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. All bidders and subcontractors shall be licensed in accordance with the laws of this State and any bidder or subcontractor not so licensed is subject to penalties imposed by such laws.

#### E. CHILD AND FAMILY SUPPORT OBLIGATIONS

The contractor shall fully comply with all state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

#### F. DOMESTIC MATERIALS

Only such unmanufactured materials as have been produced in the United States, and only such manufactured materials as have been manufactured in the United States, substantially all from materials produced in the United States, shall be used in the performance of the contract, in accordance with the provisions of California Government Code Sections 4300 et seq.

Pursuant to California Government Code Section 4304, any person who fails to comply with this section of the contract shall not be awarded any contract for the construction, alteration or repair of public works or for the purchase of materials for public use for a period of three (3) years from the date of the violation.

#### G. PAYMENT OF TAXES

The contract prices paid for the Work shall include full compensation for all taxes the Contractor is required to pay, whether imposed by federal, state or local government, including, without being limited to, federal excise tax. Taxes shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

#### H. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work. Any construction permits required by CITY for performing any work on this project will be issued by CITY at no charge to the Contractor. The Contractor and all subcontractors shall pay all City business license fees.

#### I. PATENTS

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work. In addition to the obligations set forth in paragraph N ("Responsibility for Damage") below, the Contractor shall indemnify, defend, and hold CITY, its elected and appointed officials, and its employees harmless against any claim arising from Contractor's work under this Agreement in which a violation of intellectual property rights, including but not limited to copyright or patent infringement, is alleged.

#### J. SAFETY

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property on or near the Project or

adjacent to the work site during the performance of the Work. This requirement shall apply continuously and not be limited to normal working hours.

The duty of the Director of Public Works to conduct review of the Work does not include review or approval of the adequacy of the Contractor's safety program, safety supervisor, or any safety measures taken in, on, or near the job site.

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize itself with the aforementioned safety provisions shall not relieve it from the obligation to comply with such provisions or from the penalties set forth therein.

The Contractor shall develop and maintain for the duration of this contract a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint a qualified employee to supervise and enforce compliance with the safety program. Information regarding the safety program shall be posted at the project site.

#### K. PUBLIC CONVENIENCE AND SAFETY

Contractor shall submit a traffic control plan to the Director of Public Works for approval prior to start of work.

The Contractor's attention is directed to Section 7-1.08 ("Public Convenience") and 7-1.09 ("Public Safety") of the Caltrans Standard Specifications. Full compensation for complying with the provisions of such subsections shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

All signs required by the Director of Public Works shall be furnished and installed by the Contractor. The cost of furnishing, installing, maintaining, and removing such signs shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

The Contractor shall notify the City of Saratoga Fire and Police Departments in writing at least 2 working days before closing any street or otherwise hindering access by emergency vehicles to any area.

#### L. FLAGGING COSTS

The costs of furnishing all flagmen and guards under the provisions of this section and Sections 7-1.08 ("Public Convenience"), 7-1.09 ("Public Safety"), and 12-2.02 ("Flagging Costs") of the Caltrans Standard Specifications will be borne by the Contractor and shall be considered included in the prices paid for the various contract items of work; no separate payment will be made therefor.

#### M. PRESERVATION OF PROPERTY

Attention is directed to Section 7-1.12 ("Indemnification and Insurance") and to Section 8-1.10, ("Utility and Non-Highway Facilities") of the Caltrans Standard Specifications. Contractor shall exercise due care to avoid injury to existing highway improvements or facilities, utility facilities, adjacent property, and roadside trees and shrubbery that are not to be removed.

Roadside trees and shrubbery; pole lines, fences; mailboxes; signs; markers and monuments; buildings and structures; conduits; pipe lines under or above ground ; sewer and water lines ; all highway facilities ; and any other improvements or facilities within or adjacent to the work, other than those to be removed in accordance with the plans, shall be protected from injury or damage. If ordered by the Director of Public Works, the Contractor shall provide and install suitable safeguards, approved by the Director of Public Works, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operation, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the work, or as good as required by the contract, if any such objects are a part of the work being performed under the contract. The Director of Public Works may make or cause to be made such temporary repairs as are necessary to restore to service any damaged highway or other facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any monies due or to become due to the Contractor under the contract.

It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities that may be subject to damage in the course of performing the Work. A minimum of forty-eight (48) hours, or two working days, prior to beginning of construction, the Contractor shall notify Underground Services Alert (USA), telephone 1-800-642-2444, to have existing facilities marked in the field.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in protecting or repairing property as specified in this section shall be deemed included in the prices paid for the various contract items of work and no separate payment will be made therefor.

#### N. PRE CONSTRUCTION SURVEY

The Contractor shall, if required by CITY, provide pre-construction color photographs, 35mm or larger film size, of the work site including surrounding areas as stated above. Each photograph shall be marked to indicate the date, name of work, and the location where the photograph was taken. Photographs shall be taken at intervals as directed by the Director of Public Works or his designee.

Prints shall be submitted in a three-ring photo album binder with clear plastic-covered fillers, four photos each side, grouped according to street, lateral, or line, and in sequence. Each group of prints shall be identified by a label that projects beyond the edge of filler and is easily recognized. Negatives may be placed within the filler sleeves or submitted separately.

Approximately twenty-five (25) photographs shall be submitted to the Director of Public Works for the Director of Public Work's approval. This approval shall be obtained before proceeding with the remaining photographs. Video may also be required if specified in the technical specifications.

The photographs and/or video tapes shall be submitted to the Director of Public Works either prior to or with the first progress payment request. The progress payment request will not be considered for payment until the Director of Public Works accepts this deliverable.

Full compensation for furnishing all pre-construction survey photos and/or videos shall be deemed included in the prices paid for the various contract items of work and no separate payment will be made therefor.

#### O. RESPONSIBILITY FOR DAMAGE

The City of Saratoga and all officers and employees thereof connected with the Work, including but not limited to the City Council, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of the City of Saratoga's officers or employees.

All loss or damage arising from any unforeseen obstruction or difficulties, either natural or artificial, which may be encountered in the execution of the work, or the furnishing of the supplies, materials, or equipment, or from any action of the elements prior to final written acceptance of the work, or of the supplies, materials or equipment, or from any act or omission not authorized by the Contract Documents on the part of the Contractor or any agent or person employed by it, shall be sustained and borne solely by the Contractor.

Notwithstanding any other provision of the Contract Documents, Contractor shall, to the fullest extent allowed by law, defend, indemnify and hold harmless the City of Saratoga, its elected and appointed officials, and its employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs, resulting from injury to or death sustained by any person (including Contractor's employees), or damage to property of any kind, or any other injury or damage whatsoever arising out of or in any way connected with the performance of the Contract, including any of the same resulting from the alleged or actual negligent acts or omissions of City's officers, agents, contractors or employees; except that said indemnity shall not be applicable to injury, death or damage to property arising from the sole or active negligence or willful misconduct of CITY, its officers, agents, or employees who are directly responsible to CITY. This indemnification shall extend to claims asserted after termination of this Contract for whatever reason.

Without limiting the generality of the foregoing indemnity, such indemnity obligation expressly extends to and includes any and all claims, demands, losses, damages, costs, expenses, fines, penalties, judgments or liability occasioned as a result of:

- a) Damages to adjacent property caused by the conduct of the Work;
- b) The violation by the Contractor, the Contractor's agents, employees, or independent contractors or subcontractors, of any provisions of federal, state or local law, including applicable administrative regulations such as, without limitation, discharge permit requirements;
- c) Injury to or death of any person, or any property damage to property owned by any person while on or about the site or as a result of the Work, whether such persons are on or about the site by right or not, whenever the Work is alleged to have been a contributing cause in any degree whatsoever.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by CITY, may be retained by CITY until disposition has been made of such suits or claims for damage.

#### P. COOPERATION

Should construction be under way by CITY, other agencies or other contractors within or adjacent to the limits of the Work, or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided.

CITY reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

#### Q. CONTRACTOR'S RESPONSIBILITY FOR WORK AND MATERIALS

Until the final acceptance of the contract, the Contractor shall have the charge and care of the Work and of the materials to be used therein, including materials for which partial payment has been received. CITY shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance, except as expressly provided in the Special Conditions.

#### R. ACCEPTANCE OF CONTRACT

Upon completion of the Project CITY will conduct such tests as may be required to determine to its own satisfaction that the Project is in conformance with the terms, conditions and requirements of the Contract Documents. After final inspection, CITY shall determine whether or not to accept the Project and will notify the Contractor in writing within fifteen (15) days thereof. In the event of non-acceptance, CITY shall inform the Contractor in writing of the deficiencies found.

When the Director of Public Works has made the final inspection and determines that the contract has been completed in all respects in accordance with the plans and

specifications, the Director of Public Works may recommend that the Council formally accept the contract. Immediately upon and after such acceptance by the Council, the Contractor will not be required to perform any further work, except completion or correction of such items as the Director of Public Works may direct, and the Contractor shall be relieved of his responsibility for injury to persons or property or damage to the Work that occurs after the formal acceptance by the Council.

The formal acceptance by the Council does not relieve the Contractor of the one (1) year maintenance responsibility.

#### S. PERSONAL LIABILITY

Neither the Council, nor any other officer or authorized employee of the City of Saratoga, nor any officer or employee of any state, county, or local agency shall be personally responsible for any liability arising under or by virtue of the contract.

#### T. INSURANCE

Within ten (10) days after award of the Contract, the Contractor shall promptly obtain, at its own expense, all the insurance described in this section, and submit coverage verification for review and approval by CITY. This insurance shall be in addition to any other form of insurance or bonds required under the terms of the contract.

The Notice to Proceed with the Work will not be issued, and the Contractor shall not commence work, until such insurance has been approved by CITY. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof. In addition, the Commercial General Liability Insurance shall be maintained for a minimum of five (5) years after final completion and acceptance of the Work. The Notice to Proceed does not relieve the Contractor of the duty to obtain such insurance as required herein.

The Contractor shall not allow any subcontractors to commence work until all insurance required of the subcontractor has been obtained and verified by the Contractor and submitted to CITY. Subcontractors shall furnish original certificates and endorsements as verification of insurance coverage. The liability insurance limits specified herein shall apply to all subcontractors listed in Contractor's bid. The Contractor shall designate appropriate insurance limits for all other subcontractors.

Companies writing the insurance under this article shall be authorized to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall include all costs for all insurance in its bid.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. Coverage required hereunder shall operate as Primary Insurance.

The Contractor shall procure, pay for, and maintain throughout the duration of this Contract the following insurance coverage:

Commercial General and Automobile Liability Insurance - This insurance shall protect the Contractor from claims for bodily injury and property damage which may arise because of the nature of the work or from operations under this Contract. The coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001), ISO Form G0009 11 88 Owners and Contractors Protective Liability Coverage – Coverage for Operations of Designated Contractor) and Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

Claims-made policies will not be accepted.

- a. Additional Insureds – The Commercial General Liability ("CGL") policy of insurance shall be endorsed to name as additional insureds the City of Saratoga, all of its elected and appointed officials, directors, officers, employees, agents and servants, using ISO Form CG201185. This policy shall provide coverage to each of the additional insureds with respect to the Work. Both bodily injury and property damage insurance must be on an occurrence basis. The policy shall be endorsed to provide primary coverage to the full limit of liability stated in the declarations. If the additional insureds have any other insurance or self-insurance against the loss covered by this policy, that other insurance shall be excess insurance and not contribute with contractor's policy.
- b. Amount of Coverage - The bodily injury and property damage liability of the CGL insurance shall provide coverage in the following limits of liability: \$1,000,000 per occurrence with an annual general aggregate limit of not less than \$2,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident for bodily injury and property damage.
- c. Subcontractors - The CGL insurance shall not require the Contractor to have its subcontractors named as insureds in the Contractor's policy, but the insurance shall protect the Contractor from contingent liability which may arise from operations of its subcontractors.
- d. Included Coverage - The CGL insurance shall also include all of the following coverages:
  - Premises – Operations;
  - Owner's/Independent Contractors and Contractor's Protective;
  - Products - Completed Operations;
  - Personal Injury - (False Arrest, Libel, Wrongful Eviction, etc.);
  - Blanket Contractual Liability, including the indemnity agreement in this contract;
  - Separation of Insureds / Cross-Liability Provisions;
  - Duty to Defend All Insureds;

Deletion of any limitation on Coverage for Bodily Injury or Property Damage Arising Out of Subsidence or Soil or Earth Movement;

A provision that the annual general aggregate and the products and completed operations annual aggregate shall apply separately to the Project;

Pollution Legal Liability Endorsement;

XCU - Explosion, Collapse, Underground Damage. (XCU may be deleted with City's prior written approval when not applicable to operations performed by the Contractor or its sub-contractors.)

- e. Umbrella Policy or Follow-Form Excess Liability Policy - At the option of the Contractor, primary limits may be less than required, with an Umbrella Policy or Follow-Form Excess Liability Policy providing the additional limits needed. This form of insurance will be acceptable provided that the Primary and Umbrella/Excess Policies both provide the insurance coverages herein required, including all additional insured requirements. The umbrella/excess insurance shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying CGL insurance.
- f. The certificate of insurance shall guaranty that the policy will not be amended, altered, modified, or canceled without at least thirty (30) days notice mailed by registered mail to the Administrative Services Director, City of Saratoga; 13777 Fruitvale Ave.; Saratoga, California 95070.
- g. In accordance with Insurance Code Section 11580.04, coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where any agreement to indemnify the additional insured would be invalid under Civil Code Section 2782(b).

Workers' Compensation Insurance – California Labor Code Sections 3700 et seq. require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code. The Contractor shall comply and shall ensure that all subcontractors comply with such provisions. In addition, the Contractor shall have and maintain Employers' Liability insurance with limits of \$1,000,000 per accident for bodily injury or disease before commencing the performance of the Work.

Before the Notice to Proceed is issued, the Contractor shall submit written evidence that the Contractor has obtained for the period of the Contract full Workers' Compensation Insurance coverage for all persons whom it employs or may employ in carrying out the Work. This insurance shall be in accordance with the requirements of the most current and applicable State Workers' Compensation Insurance Laws.

Builder's Risk Insurance - The Contractor shall purchase and maintain "All Risk or Special Form" Builder's Risk Insurance on a replacement cost basis in an amount equal to the full replacement cost of the Work on a completed value basis, including coverage for 'soft costs' such as design, engineering, and construction management fees. The builder's risk insurance shall cover all risks of loss, including but not limited to fire; lightning; windstorm;

hail, explosion; riot; riot attending a strike; civil commotion; smoke damage; damage by aircraft or vehicles; vandalism and malicious mischief; theft; collapse; flood; and earthquake. This insurance shall name the City of Saratoga, its elected and appointed officials, employees, agents and servants and the Contractor as insureds, as their interests may appear, and shall include coverage including, but not limited to all damages or loss to the Work; to appurtenances; to materials and equipment to be used on the Project while the same are in transit or stored on or off the project site; and/or to construction plant and temporary structures. This insurance is required only if listed as a separate bid item in the bid schedule.

Coverage for acts of God, as defined in Public Contract Code Section 7105, in excess of five percent of the Contract amount is subject to separate coverage and is required only if listed as a separate bid item in the bid schedule.

Builder's Risk Insurance policies shall contain the following provisions:

- (1) CITY shall be named as loss payee.
- (2) The insurer shall waive all rights of subrogation against CITY.

Builder's Risk Insurance may have a deductible clause not to exceed the following limits:

- (1) If, pursuant to Public Contract Code Section 7105, CITY requires coverage for any damage to the work caused by an act of God, and has set forth the amount of the work to be covered and the insurance premium for such coverage as a separate bid item, the deductible for such coverage shall not exceed five percent (5%) of the value of the Work at risk at the time of the loss.
- (2) All other perils: \$5,000.

The Contractor shall be responsible for paying any and all deductible costs.

The policy shall provide CITY the right to occupy the premises without termination of the policy until acceptance of the project.

Proof of Coverage - Before the Notice to Proceed is issued, the Contractor shall furnish CITY with certificate(s) evidencing issuance of all required insurance and copies of the policy declaration or information page(s) and endorsements. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on amended ACORD forms and ISO endorsement forms or equivalent endorsement forms acceptable to CITY. The certificate(s), policy declaration or information page(s), and endorsements are to be received and approved by CITY before work commences. Endorsements are not required for Workers Compensation or Builder's Risk Insurances. Such certificates of insurance shall provide that the insurance policy shall not be cancelable, nonrenewable, or otherwise be subject to material modification, except with thirty (30) days' prior written notice to CITY.

Contractor shall also provide certificate(s) evidencing renewals of all insurance required herein, at least ten (10) days prior to the expiration date of any such insurance. Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY and other additional insureds or the Contractor shall procure a bond guaranteeing payment of losses, related investigations, claim administration, and defense expenses.

If the Contractor fails to comply strictly with all requirements of this section or if CITY receives any notice that any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provisions of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

#### U. ABANDONMENT OR DELAY OF WORK

CITY reserves the right to terminate the Contractor's control of the Work in accordance with Section 8-1.08 ("Termination of Control") of the Caltrans Standard Specifications.

CITY reserves the right to terminate the contract in accordance with Section 8-1.11 ("Termination of Contract") of the Caltrans Standard Specifications.

CITY also reserves the right to terminate the Contract for any of the following reasons:

- The Contractor is insolvent or has made a general assignment for the benefit of creditors, or a receiver has been appointed on account of the insolvency of the Contractor.
- The Contractor or any of its subcontractors violate any of the material provisions of the Agreement or fail to perform the Work within the time specified in the Contract Documents.
- The Contractor or any of its subcontractors should fail to make prompt payment to subcontractors or to suppliers for material or for labor.
- The Contractor or a subcontractor persistently disregards laws, ordinances, or the instructions of CITY or the Director of Public Works.
- The Contractor fails to abide by a proper stop work notice or fails to correct rejected work or materials.
- The Contractor fails to provide and keep in full force and effect all required insurance or fails to cause all subcontractors to so comply.
- The Contractor fails to supply a sufficient number of properly skilled workers or proper materials, or fails to diligently prosecute the Work.
- The Contractor commits any substantial violation of the Contract that constitutes a material breach of the Contract.

CITY may, without prejudice to any other right or remedy, give written notice to the Contractor of its intention to terminate the contract.

If, within seven (7) days of the delivery of such notice, the Contractor does not cease such violation or otherwise make satisfactory arrangements for a correction thereof, which arrangements are set forth in a written agreement signed by the Contractor and CITY, the Contractor's right to complete the Work shall cease and terminate.

If CITY terminates the Contractor's control for failure to correct the violation, it shall immediately give written notice of termination to the Contractor.

If CITY takes over the Work, it may prosecute the same to completion by contract or by any other method it deems advisable, for the account and at the expense of the Contractor. The Contractor shall be liable to CITY for any excess costs, including management, supervision, and design support, occasioned thereby. In such event, CITY may, without liability, take possession of and utilize in completing the Work, the Contractor's materials and equipment to be incorporated into the Work, whether stored at the project site or elsewhere. Whenever the Contractor's right to proceed is terminated, the Contractor shall not be entitled to receive any further payment until the Work is finished.

If CITY terminates the Contract for cause, CITY may retain out of any funds due or to become due the Contractor the amount of the cost of completing the Work and any expense incidental to reletting the contract or performing the Work. CITY may also hold the Contractor and the Contractor's sureties responsible for such cost and expense, and for any damages resulting from the abandonment or failure. The Contractor shall not receive any further payment until the Work is complete.

#### V. ASSIGNMENT OF ANTI-TRUST CLAIMS

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.

#### W. CONTRACTOR'S BOOKS AND RECORDS.

A. Contractor and its subcontractors shall establish and maintain records pertaining to this contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.

B. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to CITY for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor to this Agreement.

C. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

D. Any records, data or documents required to be maintained pursuant to this Agreement shall be made available for inspection, copying or audit, at any time during regular business hours, upon written request by CITY or a designated representative for the purpose of auditing and verifying statements, performance, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. Copies of such documents shall be provided to CITY for inspection at City's facility when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in the Agreement.

E. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, CITY may, by written request, require that custody of the records be given to CITY and that the records and documents be maintained at City's facility. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

F. Pursuant to California Government Code Section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

#### SECTION GC-8 PROSECUTION AND PROGRESS

##### A. GENERAL

The prosecution and progress of the work shall conform to Section 8 of the Caltrans Standard Specifications and the Special Conditions.

##### B. SUBLETTING AND ASSIGNMENT

Attention is directed to Section 8-1.01 ("Subcontracting") of the Caltrans Standard Specifications which provides that the Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.

No subcontractors will be recognized as such, and all persons engaged in the work of construction will be deemed employees of the Contractor. The Contractor will be held responsible for all subcontractors' work, which shall be subject to the provisions of the Contract and specifications.

When a portion of the work that has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to CITY, the subcontractor shall be removed immediately on the requisition of CITY and shall not again be employed on the work.

Attention is directed to Section 8-1.02 ("Assignment") of the Standard Specifications. The performance of the Contract may not be assigned except upon written consent of CITY.

#### C. COMMENCEMENT OF WORK, PROGRESS, AND TIME FOR COMPLETION

The Contractor shall begin work within ten (10) working days after the date specified on the Notice to Proceed and shall diligently prosecute the same to completion within the time set forth in these Contract Documents.

#### D. HOURS OF WORK, HOLIDAYS, AND OVERTIME.

The Contractor shall perform all work during the working hours of 7:00 a.m. to 3:30 p.m., Monday through Friday (unless otherwise noted below). If the Contractor wishes to work during any other hours or on weekends, the Contractor must obtain written permission from CITY. The request must be received at least two (2) working days in advance of any work.

No work will be allowed on CITY holidays except in an emergency. A listing of CITY holidays is available from the City Clerk's Office 13777 Fruitvale Avenue, Saratoga, California, 95070.

If Contractor requests overtime work in which CITY will incur costs, CITY reserves the right to bill the Contractor at time and one half to cover the costs incurred.

#### E. TEMPORARY SUSPENSION OF WORK

In accordance with Section 8-1.05 ("Temporary Suspension of Work") in the Caltrans Standard Specifications, the Director of Public Works or his designee shall have the authority to suspend the Work wholly or in part, for such a period as the Director of Public Works may deem necessary.

#### F. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall complete all or any designated portion of the work called for under the contract in all parts and requirements within the time set forth in the Special Conditions. The Contractor's attention is directed to Section 8-1.07 ("Liquidated Damages") of the Caltrans Standard Specifications which shall apply here. In addition to the foregoing liquidated damages, CONTRACTOR shall pay any fines, penalties or other monetary sanctions levied by any authority having jurisdiction over the Project on account of delays in completing the WORK not solely attributable to CITY, including but not limited to violations of discharge permit limits or other discharge restrictions.

The parties to the Contract agree that in case all the work called for under the Contract is not completed before or upon the expiration of the time limit as set forth in this Agreement damage will be sustained by the CITY. The parties further agree that it is and will be impracticable to determine the actual damage that the CITY will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the CITY the sum stated in the Notice Inviting Bids for each and every calendar day's delay beyond the time prescribed to complete the work. The Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the CITY may deduct the amount thereof from any monies due or that may become due the Contractor under the Agreement.

It is further agreed that if the work called for under the Contract is not finished and completed in all parts and requirements within the time specified, CITY shall have the right to extend the time for completion. CITY is under no obligation to extend the time for completion. If CITY decides to extend the time for completion, it shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the Work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor will not be assessed liquidated damages or the cost of engineering and inspection during a delay in the completion of the Work caused by acts of God (as defined in Public Contract Code Section 7105) or of the public enemy; fire; floods; epidemics; quarantine restrictions; strikes; freight embargoes; unusually severe weather; and/or delays of subcontractors due to such causes, provided that the Contractor within fifteen (15) days from the beginning of any such delay notifies the Director of Public Works in writing of the causes of delay. The Director of Public Works shall ascertain the facts and the extent of delay, and the Director of Public Work's findings thereon shall be final and conclusive.

Except for the additional compensation provided for in Section 8-1.09 ("Right of Way Delays") of the Caltrans Standard Specifications, and except as provided in Public Contract Code Section 7102, the Contractor shall have no claim for damage or compensation for any delay or hindrance.

It is the intention of the above provisions that the Contractor shall not be relieved of liability for liquidated damages or engineering and inspection charges for any period of delay in completion of the work in excess of that expressly provided for in Section 8-1.07 of the Caltrans Standard Specifications.

#### G. LIMITS OF WORK

The "limits of work" are shown on the plans (where applicable). The Contractor shall make its own arrangements, and pay all expenses for additional area required outside of the limits of work unless provided in the Special Conditions.

## H. UTILITY FACILITIES

The Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated, or otherwise rearranged.

If the Contractor while performing the Work discovers utility facilities not identified in the Contract Documents with reasonable accuracy, the Contractor shall immediately notify CITY and the utility owner. CITY shall arrange the removal, relocation, or protection of existing main or trunk line utility facilities located at the site of the Work but not identified in the Contract.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 9-1.03 ("Force Account Payment") of the Caltrans Standard Provisions, including payment for equipment on the Project necessarily idled during such work.

Contractor will not be entitled to damages or additional payment for delays caused solely by the failure of CITY, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not identified in the Contract Documents, except for equipment necessarily idled during such work.

Contractor will not be assessed liquidated damages for delay in completing the work solely attributable to the failure of CITY, or the owner of the utility, to provide for removal or relocation of existing main or trunk line utility facilities not indicated in the Contract Documents.

The right is reserved by CITY and by the owners of facilities or their authorized agents to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct its operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

Attention is directed to the possible existence of underground facilities not known to CITY, or in a location different from that which is shown on the plans or in the Special Conditions. The Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling USA to mark utilities. See GC-7(L).

## I. COMPENSATION

Full compensation for conforming to the requirements of this section shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor, except that this provision does not constitute a waiver, alteration, or limitation of the applicability of California Public Contracts Code Section 7102.

SECTION GC-9 MEASUREMENT AND PAYMENT

A. GENERAL

Attention is directed to Section 9 ("Measurement and Payment") of the Caltrans Standard Specifications which includes procedures for determination of payments, compensation for extra work by force account, partial payments, and final payments.

B. SCOPE OF PAYMENT

The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract; for loss or damage arising from the nature of the work, from the action of the elements, or from any unforeseen difficulties that may be encountered during the prosecution of the work until the acceptance by CITY; for all risks of every description connected with the prosecution of the work; for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in the contract; and for completing the work according to the plans and specifications.

In accordance with Public Contract Code Section 9203, for any public work contract with a total cost greater than five thousand dollars (\$5,000) progress payments shall not be made in excess of ninety-five percent (95%) of actual Work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, CITY, and unused.

In all contracts with subcontractors, the contractor shall comply with Public Contract Code Section 7200 regarding the percentage of retention proceeds withheld.

Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

Contractor shall submit certified payroll reports with each payment request.

CITY shall review each payment request and tender payment in accordance with Public Contract Code Section 20104.50.

No compensation will be made in any case for loss of anticipated profits. Contractor shall include with each estimate for payment a "Conditional Waiver and Release Upon Progress Payment" form as prescribed in Civil Code Section 3262 signed by all subcontractors, material suppliers, equipment lessors and other parties covering labor, materials, equipment or services included in the pay estimate. Within thirty (30) days of the date CITY makes payment to the Contractor on an estimate for payment, the Contractor shall obtain and submit to Owner "Unconditional Waiver and Release Upon Progress Payment" in the form prescribed in Civil Code Section 3262 from the same subcontractors, suppliers, equipment lessors and others. These forms are included at the end of the General Conditions Section, following subsection GC-13.

**C. EXTRA AND FORCE ACCOUNT WORK**

Extra work as herein before defined, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided, and as provided in Section GC-4 (F) of the General Conditions. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing or by force account as provided in Section 9-1.03 ("Force Account Payment") of the Caltrans Standard Specifications.

**D. STOP NOTICES**

CITY, by and through appropriate City of Saratoga office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims stated in stop notices filed pursuant to Civil Code Sections 3179 et seq. and to provide for the cost of any litigation thereunder.

**E. PAYMENT**

Upon final approval and acceptance of the work by CITY, Contractor shall be paid all sums of money in accordance with the terms and conditions as outlined in the Contractor's submittal of City's Bid Form.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

**F. SUBSTITUTION OF SECURITIES FOR WITHHELD AMOUNTS**

Pursuant to Public Contract Code Section 22300, the Contractor may substitute securities for any monies retained to ensure performance. At the request and expense of the Contractor, securities equivalent to the amount retained shall be deposited with CITY, or with a state or federally chartered bank in California as the escrow agent, and CITY shall then pay such monies to the Contractor. Alternatively, the Contractor may request that CITY make payment directly to the escrow holder, to be invested at the Contractor's expense and direction.

Eligible securities shall include those listed in Government Code Section 16430, or bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and CITY. The Contractor shall be the beneficial owner of any securities substituted for monies, and shall receive any interest on such securities.

Any escrow agreement shall be substantially similar in form to the form of escrow agreement included in Public Contract Code Section 22300(f).

**G. FINALIZING PROGRESS PAYMENT**

CITY shall, after the completion of all Work required under the Contract, make a final estimate of the amount of work done, and the value of such work, and CITY shall pay ninety percent (90%) of the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract Documents.

#### H. FINAL PAYMENT

The 10% retained by CITY after each progress payment is made shall be due and payable to the Contractor after the expiration of thirty-five (35) days from the date of recordation of the Notice of Completion following acceptance of the Work by CITY. It is expressly understood that said final payment or a portion thereof may not be paid to the Contractor if any stop notices are properly filed.

No certificate given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of CITY, and no payments shall be construed to be acceptance of any defective work or improper materials.

Payment by CITY of the final undisputed amount due under the Contract, including payment based upon adjustments for any work done in accordance with any alterations of the Contract Documents, shall be contingent upon the Contractor furnishing CITY with a release of all claims against CITY arising by virtue of the contract related to those amounts. In the event the Contractor has any such claims, such claims in stated amounts may be specifically excluded by the Contractor from the release, in which case the payment by CITY may be of only undisputed amounts.

#### I. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

If, within a period of one (1) year after final acceptance of the work performed under this contract, any structure furnished, installed, constructed, and/or caused to be installed or constructed by the Contractor, or any of the work done under this contract, fails to fulfill any of the requirements of the Contract Documents, the Contractor shall without delay and without any cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. Should the Contractor fail to act promptly or in accordance with this requirement, or should the situation require that repairs or replacements be made before the Contractor can be notified, CITY may, at its option, make the necessary repairs or replacements or perform the necessary work and the Contractor shall pay to CITY the actual cost of such repairs plus 25%.

#### J. FISCAL AGENT PAYMENT

With certain exceptions, all monies for the progress payments and final payment under the contract will be sent to the Contractor. CITY will send, by first-class mail, warrants payable to the Contractor to the mailing address specified on the separate payment request certified and approved by CITY.

#### K. CLAIMS PROCEDURES

Attention is directed to the provisions in Section 9 ("Measurement and Payment") of the Caltrans Standard Specifications regarding notice of claims or potential claims, which shall apply to any and all claims, including requests for additional compensation and/or an adjustment in the time for performing the Work. Claims shall be resolved by arbitration as described in Section 9-1.10 of the Caltrans Standard Specifications.

SECTION GC-10 DUST CONTROL

The Contractor shall provide suitable means for dust control by applying either water or dust palliative for operations within the limits of the Work. Dust control work shall be performed in such manner to prevent dust at all times, including during non-working hours. Full compensation for providing dust control shall be deemed included in the prices paid for the various contract items of work, and no separate payment will be made therefor.

If dust control is not performed in a manner satisfactory to the Director of Public Works, then either (i) work shall be suspended until the dust control measures are sufficient or (ii) dust control may be performed by CITY, or its designee, and CITY will deduct all costs it incurs performing dust control plus twenty-five percent (25%) from amounts due or that become due to Contractor.

SECTION GC-11 RESERVED

SECTION GC-12 DIFFERING SITE CONDITIONS

The Contractor shall promptly, and before the following conditions are disturbed, notify CITY in writing of any:

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

CITY shall promptly investigate the conditions. If it finds that such conditions do materially differ from conditions indicated in the Contract Documents or ordinarily encountered in work of this character, or do involve hazardous waste, and cause an increase or decrease in the Contractor's costs or the time needed to perform any part of the Work, CITY shall issue a change order under the provisions described in the Contract Documents. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents. In the event a dispute arises between CITY and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's costs or the time needed to perform any part of the Work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract Documents. The Contractor shall retain any and all rights provided either by the Contract Documents or by law that pertain to the resolution of disputes and protests.

SECTION GC-13      ARCHAEOLOGICAL EXAMINATION

If archaeological materials are uncovered during grading, trenching or other excavation, earthwork within 100 feet of these materials shall be stopped until a professional archaeologist certified by the Society of California Archaeology (SCA) and/or by the Society of Professional Archaeology (SOPA) has had an opportunity to evaluate the significance of the find and to suggest appropriate mitigation measures as necessary.

In the event the work of archaeological examination and related work delays the Contractor's work, he shall be entitled to an extension of time to complete the work equal to the number of working days the Work is thus delayed. However, the Contractor shall have no claim for compensation as a consequence of delay of the Work for the period of time required by CITY for such archaeological examination and related work.

**CONDITIONAL WAIVER AND RELEASE UPON  
PROGRESS PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_  
(Maker of Check) in the sum of \$ \_\_\_\_\_  
(Amount of Check) payable to \_\_\_\_\_  
(Payee or Payees of Check) and when the check has been properly endorsed  
and has been paid by the bank upon which it is drawn, this document shall  
become effective to release any mechanic's lien, stop notice, or bond right the  
undersigned has on the job of CITY located at \_\_\_\_\_  
(Job Description) to the following extent. This release covers a progress  
payment for labor, services, equipment or material furnished to \_\_\_\_\_  
(Your Customer) through \_\_\_\_\_ (Date) only  
and does not cover any retentions retained before or after the release date;  
extras furnished before the release date for which payment has not been  
received; extras or items furnished after the release date. Rights based upon  
work performed or items furnished under a written change order that has been  
fully executed by the parties prior to the release date are covered by this release  
unless specifically reserved by the claimant in this release. This release of any  
mechanic's lien, stop notice, or bond right shall not otherwise affect the contract  
rights, including rights between parties to the contract based upon a rescission,  
abandonment, or breach of the contract, or the right of the undersigned to  
recover compensation for furnished labor, services, equipment, or material  
covered by this release if that furnished labor, services, equipment, or material  
was not compensated by the progress payment. Before any recipient of this  
document relies on it, said party should verify evidence of payment to the  
undersigned.

DATED: \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**CONDITIONAL WAIVER AND RELEASE UPON FINAL  
PAYMENT**

Upon receipt by the undersigned of a check from \_\_\_\_\_  
in the sum of \$ \_\_\_\_\_  
payable to \_\_\_\_\_  
and when the check has been properly endorsed and has been paid by the bank  
upon which it is drawn, this document shall become effective to release any  
mechanic's lien, stop notice, or bond right the undersigned has on the job of the  
City of Saratoga located at \_\_\_\_\_  
(Job Description). This release covers the final payment to the undersigned for  
all labor, services, equipment or material furnished on the job, except for  
disputed claims for additional work in the amount of \$ \_\_\_\_\_.  
Before any recipient of this document relies on it, the party should verify evidence  
of payment to the undersigned.

DATED: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**UNCONDITIONAL WAIVER AND RELEASE UPON  
PROGRESS PAYMENT**

The undersigned has been paid and has received a progress payment in the sum of \$ \_\_\_\_\_ for labor, services, equipment or material furnished to \_\_\_\_\_ (Your Customer) on the job of City of Saratoga located at \_\_\_\_\_ (Job Description) and does hereby release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or materials furnished to \_\_\_\_\_ (Your Customer) through \_\_\_\_\_ (Date) only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order that has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

DATED: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**UNCONDITIONAL WAIVER AND RELEASE UPON FINAL  
PAYMENT**

The undersigned has been paid in full for all labor, services, equipment or material furnished to: \_\_\_\_\_ (Your Customer) on the job of the City of Saratoga located at \_\_\_\_\_ (Job Description) and does hereby waive and release any right to a mechanic's lien, stop notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$ \_\_\_\_\_.

DATED: \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM

## **SPECIAL CONDITIONS**

### **1. SPECIAL QUALIFICATIONS**

Contractor is advised that in addition to the standard qualifications, the following additional specialty qualifications apply to this Contract:

*Any pruning of Trees shall be performed under the supervision of an International Society of Arboriculture (ISA) Certified Arborist and according to ISA Standards.*

### **2. SPECIALTY WARRANTIES**

In addition to the standard Warranties for overall workmanship and landscaping work identified in Section 6 of the Contract for Construction, the following specialty warranties are required:

*None*

### **3. AWARD**

The award of the contract, if it is to be awarded, will be to the lowest responsive responsible bidder whose proposal complies with all the requirements of the bid documents. The low bid will be determined based upon:

*Base Bid Only*

### **4. ORDER of WORK**

The Contractor shall provide for the orderly progression of work. The Contractor is advised of the following constraints or City requirements with respect to order of work:

*Order of work will be coordinated with and approved by City's project Inspector and Project Engineer. Work will be done in compliance with daily weather and average temperature conditions as per the required Caltrans specifications for the type of work.*

### **5. LIMITS of WORK**

Contractor is advised that the City will provide off-site areas for Contractor activities as follows:

*None*

### **6. TESTING**

Contractor is advised that the following special testing requirements apply:

*None*

**7. SOUND CONTROL**

Contractor shall implement the following sound control measures:

*None*

**8. PERMITS AND LICENSES**

The City of Saratoga has obtained the following permits in connection with the Work:

*None*

**9. PUBLIC CONVENIENCE & SAFETY**

Contractor shall not perform work on the following streets or in the following areas during the periods defined below:

• **10. HOURS of WORK**

Contractor is advised that operations may be performed outside the normal hours (7:30 am to 5:00 pm Monday-Friday) of work only as follows:

*With the special written permission of the City Manager*

**11. MITIGATION MEASURES**

As part of the environmental review process, the City of Saratoga has agreed to the following mitigation measures, which measures are part of the Work.

*None*

Contractor shall comply with all mitigation measures and shall complete the mitigation measures to the satisfaction of all agencies with jurisdiction.

**12. MILESTONES and SCHEDULES**

**A. Construction Progress Schedule.**

The Contractor shall prepare and submit the Contractor's Initial Construction Schedule within ten (10) calendar days after the issuance of the Notice to Proceed. The Initial Construction Schedule shall be in a form acceptable to the Engineer, and shall be produced using Microsoft Projects or other software acceptable to CITY. Contractor shall provide the Initial Schedule in electronic format acceptable to City.

Activity durations shall be the total number of actual days required to perform the work including consideration of weather impacts. Area codes shall

distinguish construction activities related to individual buildings or areas within buildings (i.e. locker rooms) and site work.

Contractor staff preparing schedules shall be qualified and experienced in the scheduling method specified and capable of fulfilling the scheduling requirements of this section for the duration of the contract.

The Engineer will meet with the Contractor to review and comment on the Contractor's Initial Schedule within five (5) days of its receipt. The Contractor will finalize and re-submit the schedule within five (5) days of the review meeting. Upon favorable review by the Director of Public Works, the Initial Schedule will become the project Baseline Contract Schedule. The Baseline Schedule shall not be revised without written approval of the City. CITY shall have the right to withhold progress payments from the Contractor at its discretion if the Contractor fails to finalize and obtain approval for the Baseline Contract Schedule within the prescribed period.

Failure of the Contractor to incorporate all elements of work required for the performance of the contract or any inaccuracy in the Baseline Contract Schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding CITY's Representatives favorable review of the Baseline Contract Schedule.

#### **B. Monthly Interval Updates.**

The Contractor shall submit an up dated Schedule of the work at least once each month. The schedule shall be submitted no later than five (5) working days from the data (??) date and shall be submitted both on paper and on disc. Schedule updates are an essential part of each progress payment application. CITY will not process progress payment applications without an updated schedule in the specified format.

The monthly schedule updates shall include:

The Contractor's estimated percentage complete (progress) for each activity in progress.

Actual start/finish dates for activities.

Identification of errors, if any, from the previous updated schedule.

The Schedule Update Reports shall consist of:

A bar chart showing the previous month's work and a three (3) month projection of upcoming work. The data included on the bar chart shall consist of the activity number, activity description, early start and finish

date, original duration, remaining duration, percent complete, and total float.

A CPM tabular report sorted by responsibility, early start date that includes activity number, activity description, original duration, remaining duration, early and late start dates, early and late finish dates, total float, percent complete, activity budget cost, and activity earned cost.

The Schedule Reports shall consist of:

Time scaled network logic diagram(s) reflecting the activities, the interrelationships and logic ties between activities, activity duration and float. The diagram(s) shall be organized by Area. Diagrams shall be no smaller than "D" size (24" x 36") and no larger than "E" size (36" x 48").

A CPM tabular report sorted by responsibility, early start date that includes Activity number, activity description, original duration, remaining duration, early and late start dates, early and late finish dates, total float, percent complete, activity budget cost, and activity earned cost.

Contractor shall submit with each schedule update an updated electronic version.

### **C. Short Interval Schedule**

Short Interval Schedules (SIS) shall be submitted to the Engineer at every weekly site meeting. The Interval shall be three weeks and shall include the past week, the week submitted and the week thereafter. The SIS may be prepared by hand. The SIS shall be based on the Contract Schedule and shall be in bar chart form. The SIS shall be in sufficient detail to evaluate the Contractor's performance in the preceding week and planned progress in upcoming weeks vis a vis the Contract Schedule and Updates thereof.

### **D. Float Time**

Float or slack time is defined as the amount of time between the earliest start date and the latest start date or the earliest finish date and the latest finish date of a scheduled activity. Float or slack time is not for the exclusive use or benefit of either the Contractor or CITY. The Contractor acknowledges and agrees that actual delays affecting path of activities containing float will not have any effect upon the Contract completion date, provided that the actual delay does not exceed the float time associated with those activities.

### **E. Construction Schedule Revisions**

If during the process of schedule updating it becomes apparent that the

Construction Schedule no longer represents the actual prosecution and progress of the work, City may require the Contractor to submit a revised schedule at no additional cost to CITY. CITY shall have the right to withhold progress payments from the Contractor at its discretion, if the Contractor fails to submit a timely, detailed and workable schedule. Updating the construction schedule to reflect actual progress shall not be considered to be a revision of the Schedule.

If actual progress of the Work falls fourteen (14) days behind the most recent schedule update favorably reviewed by Engineer, Contractor shall prepare and submit a recovery schedule within five (5) working days of a written request to explain and display how Contractor intends to reschedule activities (including increasing working hours, shifts, days, or equipment) to regain compliance with the Construction Schedule.

**F. Final CPM Schedule at Completion of Contract**

At the completion of the contract and prior to the release of any bonds or final payment by CITY, the Contractor shall submit a final CPM schedule, showing the actual sequence and duration of activities.

**G. Early Completion of Project**

In the event the Contractor wishes to complete work earlier than the specified contract completion date, and CITY and Director of Public Works approve such earlier completion, the following conditions apply:

Approval by CITY of Contractor's proposed earlier completion date shall not change the contract completion date. Contractor shall not, under any circumstances, receive additional compensation from CITY for indirect, general, administrative or other forms of overhead costs, for the period between the time of earlier completion proposed by the Contractor and the official contract completion date.

**H. Time Extension Requests**

The monthly Updated construction schedules submitted by the Contractor shall not show a completion date later than the Contract Time, subject to any time extensions granted by CITY.

If the Contractor believes that it is entitled to an extension of the Contract Time due to a Change Order, delay/disruption or other event beyond its control, the Contractor, within ten (10) working days of the qualifying event(s), shall submit:

1. A Time Extension Request notification letter with a detailed narrative justifying the time extension requested;

2. Analysis of the delay impact, identifying all schedule activities that are affected by the subject occurrence;
3. A tabular report of the qualifying schedule the analysis is based on; and
4. A schedule analysis entitled "Time Extension Request Schedule" that incorporates the findings of the analysis of delay impact into the latest update of the project schedule.

Time extension request schedules shall be time scaled, utilizing a computer generated network analysis unless otherwise approved by the Director of Public Works. The time extension request shall forecast the adjusted project completion date and impact to any intermediate milestones.

Contract time extensions shall be granted only to the extent the equitable time adjustments to the activity or activities affected by a change order or delay/disruption exceed the total float of a critical activity (or path) and extend the Contract Completion Date.

When Contractor does not submit a Time Extension Request within ten (10) working days, it is mutually agreed that the particular Change Order (including Proposed Change Order) or delay/disruption does not affect the construction schedule and hence no time extension is due to the Contractor.

CITY shall have no obligation to consider any time extension request if the Contractor does not comply with the requirements of the Contract Documents. CITY shall not be responsible or liable to the Contractor for any constructive acceleration due to failure of CITY to grant time extensions under the terms of this contract, should Contractor fail to comply with the time extension submission and justification requirements stated herein.

**STATEMENT OF EXPERIENCE AND QUALIFICATIONS**

**2012 Pavement Management Program**

**CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS**

The following statements as to the experience and qualifications of the bidder are to be submitted with the Contract Bid, as a part thereof. The bidder warrants that the information provided is true and accurate.

The bidder has been engaged in the contracting business, under the present business name, for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the Bid extends over a period of \_\_\_\_\_ years.

The bidder, as a contractor, has successfully completed at least two (2) projects of like magnitude, comparable difficulty and rates of progress to the work, including: (list two or more projects).

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The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to the Contractor, except as follows: (name any and all exceptions and reasons therefor).

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The bidder has satisfactorily completed the following contracts in the last three (3) years, for the owner indicated, and to whom reference is made (list five contracts). (Provide a contact person and telephone number for each project.)

CONTRACT	YEAR	TYPE OF WORK	AMOUNT	CONTACT
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The names of all persons interested in the foregoing bids as principals are as follows: (NOTE: If Bidder or other interested person is a corporation, state the legal name of the corporation, along with the names of the president, secretary, treasurer, and manager thereof; if a general partnership, state true name of the firm, also the names of all individual partners composing the firm; if a limited partnership, the names of all general partners and limited partners; and if Bidder or other interested person is an individual, state first and last names in full.)

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Contractor's License Number:

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License Renewal Date:

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**BID FORM**

**2012 Pavement Management Program**

**CONTRACT BID  
TO  
CITY OF SARATOGA**

**FOR**

**2012 Pavement Management Program**

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

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

Telephone (\_\_\_\_) \_\_\_\_\_ and (\_\_\_\_) \_\_\_\_\_

Email Address: (\_\_\_\_) \_\_\_\_\_

TO THE CITY COUNCIL OF THE CITY OF SARATOGA:

Pursuant to and in compliance with your Notice Inviting Bids for **2012 Pavement Management Program**, and the other Contract Documents relating thereto, the undersigned Bidder, being fully familiar with the terms of the Contract Documents, the current general prevailing wage rates, local conditions affecting the performance of the Project, the character, quality, quantities and scope of the work, and the cost of the work at the place of performance, hereby proposes and agrees, within the time stipulated in the Contract Documents, to furnish to the City of Saratoga all of the transportation, materials, equipment, tools, excavation, sheeting, shoring, bracing, supports, plant and other facilities, labor, services, permits, utilities, and other items necessary to conduct and complete said work, all in strict conformity with the Contract Documents, including Addenda Nos. \_\_\_\_, \_\_\_\_, and \_\_\_\_ on file at the Public Works Department, City of Saratoga for the total price of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).

Pursuant to Labor Code Section 6705, if the work to be performed includes trenching or excavation more than five feet (5') in depth and the total contract price exceeds twenty-five thousand dollars (\$25,000), the Contractor must submit and the Director of Public Works must approve in advance of excavation a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

Pursuant to Labor Code Section 6707, if the work to be performed includes trenching or excavation more than five feet (5') in depth, each bid must contain,

set forth as a separate bid item, sheeting, shoring, and bracing or equivalent method for protecting workers.

Sheeting, shoring or bracing: \_\_\_\_\_  
dollars (\$ \_\_\_\_\_ )  
(All such costs are included in the total price set forth above.)

Bidder acknowledges receipt of the following addendum or addenda during the bidding period and represents that the information contained in the addendum or addenda has been considered in the preparation of this bid proposal: Addendum \_\_\_\_\_.

NOTE: failure to acknowledge receipt of all addenda may be considered an irregularity in the bid proposal.

Bidder declares that the only persons or parties interested in this bid are those named herein, and that this bid is made without collusion with any person, firm or corporation. Bidder proposes and agrees, if the bid is accepted, that Bidder will execute a contract with CITY, in strict conformity to the Contract Documents, in the form set forth in the Contract Documents, and will perform the entire work for the prices set forth in the attached Bid Schedule, upon which the award of contract is made.

## BID SCHEDULE

Bid Schedule Page 1 of 2

ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT PRICE	TOTAL PRICE
1	ASPHALT CONCRETE OVERLAY 1.5 INCH	TON	2793		
2	ASPHALT CONCRETE OVERLAY 2.0 INCH	TON	286		
3	REPAIR FAIL STREET SECTIONS 9RFSS 4 INCH SECTION	TON	2699		
4	TRAFFIC CONTROL	LUMP SUM	1		
5	WEDGE CUT	LIN. FT	20250		
6	CONFORM	LIN. FT	1592		
7	ADJUST SANITARY SEWER MANHOLES	EA	28		
8	ADJUST STORM SEWER MANHOLES	EA	15		
9	ADJUST MONUMENTS	EA	28		
10	ADJUST TRAFFIC LOOP G5 BOX	EA	1		
11	INSTALL TRAFFIC LOOPS (TYPE A)	EA	2		
12	INSTALL TAFFIC LOOPS 6FT X 30FT (TYPE C)	EA	3		
13	THERMO PLASTIC STRIPING---DETAIL 22 (INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	LIN. FT	2022		
14	REPAINT STRIPING- DETAIL 1 INCLUDING REMOVAL AND REPLACEMENT OF MARKERS	LIN. FT	2788		
15	RE-PAINT STRIPING--- DETAIL 22 INCLUDING REMOVAL AND REPLACEMENT OF MARKERS	LIN. FT	1866		
16	THERMO PLASTIC STRIPING---DETAIL 39/39A (INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	LIN. FT	891		
17	RE-PAINT STRIPING--- DETAIL 39/39A	LIN. FT	9636		
18	THERMO PLASTIC STRIPING--- 27B (INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	LIN. FT	772		
19	RE-PAINT STRIPING--- DETAIL 27B	LIN. FT	1472		
20	THERMO PLASTIC STRIPING--- DETAIL 38 (INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	LIN. FT	110		

Bidding Company Name: \_\_\_\_\_

Signature of Company Representative: \_\_\_\_\_

Bid Form

ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT PRICE	TOTAL PRICE
21	THERMO PLASTIC STRIPING--- 12 INCH LIMIT LINE ( INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	LIN. FT	264		
22	THERMO PLASTIC PAVEMENT MARKINGS--- "STOP" ( INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	EA	17		
23	THERMO PLASTIC--- 12 INCH CROSSWALK YELLOW ( INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	LIN. FT	1037		
24	THERMO PLASTIC PAVEMENT MARKING-"SLOW" (YELLOW) ( INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	EA	2		
25	THERMO PLASTIC PAVEMENT MARKINGS- "SCHOOL" (YELLOW) ( INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	EA	2		
26	THERMO PLASTIC PAVEMENT MARKINGS--- "XING" YELLOW ( INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	EA	2		
27	THERMO PLASTIC--- 12 INCH CROSSWALK WHITE ( INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	EA	679		
28	THERMO PLASTIC PAVEMENT MARKINGS--- "PED" (WHITE) ( INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	EA	2		
29	THERMO PLASTIC PAVEMENT MARKINGS--- "XING " ( WHITE) ( INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	EA	2		
30	THERMO PALSTIC SPEED TABLE ARROW LEDGED OPTION A ( INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	EA	2		
31	THERMO PLASTIC TYPE 4 ARROW (L) ( INCLUDES REMOVAL OF EXIST. STRIPING, IF NECESSARY)	EA	3		
32	REMOVE AND REPLACE VERTICAL CURB AND GUTTER (V-24)	LIN. FT	73		
33	REMOVE AND REPLACE AC ONE FOOT WIDE AT 6 INCH DEEP ( OFFSET 1 FT FROM LIP OF GUTTER )	LIN. FT	73		
34	BLUE REFLECTIVE FIRE HYDRANT MARKERS	EA	20		

**Bid Total (all items #1 thru #34)**

Bidding Company Name: \_\_\_\_\_  
 Company Phone/email: \_\_\_\_\_  
 Bid Form

Signature of Company Representative: \_\_\_\_\_  
 Representative Name(print): \_\_\_\_\_  
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**BONDS**

**2012 Pavement Management Program**

**BID BOND**

KNOWN ALL PERSONS BY THESE PRESENTS that, \_\_\_\_\_ hereinafter called the PRINCIPAL, and \_\_\_\_\_, a corporation duly organized under the laws of the State of having its principal place of business at \_\_\_\_\_ in the State of \_\_\_\_\_ and authorized to do business in the State of California, hereinafter call the SURETY, are held and firmly bound unto the City of Saratoga, hereinafter called the OBLIGEE, on order, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (being at least ten percent (10%) of the total amount of PRINCIPAL 's bid) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the PRINCIPAL has submitted its Bid for the project **2012 Pavement Management Program** to the OBLIGEE, said Bid, by reference thereto; being hereby made a part hereof.

NOW, THEREFORE, if said Bid is rejected or, in the alternative, if said Bid is accepted and the PRINCIPAL signs and delivers a Contract and furnishes a Performance Bond and Payment Bond, in the form and within the time required by the Bid and the Contract Documents, then this obligation shall become null and void, otherwise the same shall remain in full force and effect and upon default of the PRINCIPAL shall be forfeited to the OBLIGEE, it being expressly understood and agreed that the liability of the SURETY for any and all default of the PRINCIPAL shall be the amount of this obligation as herein stated, as liquidated damages. Such forfeiture and liquidated damages under this bond shall be without prejudice to the OBLIGEE'S right to pursue any excess actual damages from the PRINCIPAL for breach of contract or otherwise.

The SURETY, for value received, hereby agrees that the obligations of said SURETY and its bond shall not be impaired or affected by any extension of the time within which the OBLIGEE may accept such Bid, and the SURETY hereby waives notice of any such extension.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay, in addition to the sum set forth above, all costs incurred by the OBLIGEE in such suit, including reasonable attorney's fees and expert witness fees, to be fixed by the court.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL

BY \_\_\_\_\_

\_\_\_\_\_  
SURETY

BY \_\_\_\_\_

Note: Signature of person executing for SURETY must be notarized and evidence of corporate authority attached.

**FAITHFUL PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Saratoga, California (hereinafter referred to as "Owner") and \_\_\_\_\_, (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of the **2012 Pavement Management Program** (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond for the faithful performance of all terms and conditions of the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and \_\_\_\_\_ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Owner in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Performance Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor timely performs each and every obligation under the Construction Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. Surety's obligation under this Performance Bond shall arise after:
  - 3.1 Owner has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that Owner has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Construction Contract; and
  - 3.2 Owner has agreed to pay the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, to Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform

the Construction Contract in accordance with the terms of the Construction Contract with Owner.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1 Arrange for Contractor, with consent of Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated bids from qualified contractors acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Agreement Price, as calculated under the terms of the Construction Contract, incurred by Owner resulting from Contractor's Default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment thereof to Owner; or

2. Deny liability in whole or in part and notify Owner citing specific reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 within twenty days from receipt of the notice described in paragraph 3.1 (whether or not a conference has been held pursuant to paragraph 3.1), or such longer period upon which Owner and Surety may agree in writing, Surety shall be deemed to be in default on this Bond. If the Surety proceeds as provided in Subparagraph 4.4, and Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has declared a Contractor Default, and if Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount

of this Performance Bond, but subject to commitment by Owner of the Balance of the Agreement Price to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

6.1 The responsibilities of Contractor for correction of defective work, materials and equipment and completion of the Construction Contract;

6.2 Additional legal, design professional, construction management and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Construction Contract, and the Balance of the Agreement Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators or successors.

8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as an item of costs.

10. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address, or sent via facsimile to the facsimile number, shown on the signature page.

## 11. DEFINITIONS

11.1 Balance of the Agreement Price: The total amount payable by Owner to Contractor under the Construction Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Construction Contract.

11.2 Construction Contract: The agreement between the Owner and the Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

CONTRACTOR, as Principal

SURETY

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FAX: \_\_\_\_\_

FAX: \_\_\_\_\_

Note: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond.

**LABOR AND MATERIALS PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Saratoga, California (hereinafter referred to as "Owner") and \_\_\_\_\_ (hereinafter referred to as "Contractor"), have entered into a written contract for furnishing of all labor, materials, equipment, transportation and services for the construction of the **2012 Pavement Management Program** (hereinafter referred to as the "Construction Contract"); and

WHEREAS, Contractor is required by the terms of the Construction Contract to furnish a bond to secure payment for all work, labor, materials, equipment or services furnished in connection with the Construction Contract;

NOW, THEREFORE, Contractor, as principal, and \_\_\_\_\_ (hereinafter referred to as "Surety"), as surety, are held and firmly bound unto Claimants, as defined herein, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made as provided in this Payment Bond.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Owner to pay for work, labor, materials, equipment, services, or other items furnished for use and actually used in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds Owner harmless from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for work, labor, materials, equipment, services or other items furnished for use in the performance of the Construction Contract, provided Owner has promptly notified Contractor and Surety (at the address described in Paragraph

12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described below) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Payment Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, as required by and conforming with Civil Code Sections 3252 and 3091; and

.2 Not having been paid within thirty (30) days of sending the required notice, have sent a written notice to Surety (at the address described below) and sent a copy to the Owner, stating that a claim is being made under this Payment Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. When the Claimant has satisfied the conditions of Paragraph 4, Surety shall promptly and at Surety's expense take the following actions:

5.1 Send an answer to the Claimant, with a copy to Owner, within 20 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

5.2 Pay or arrange for payment of any undisputed amounts.

6. Surety's total obligation shall not exceed the amount of this Payment Bond, and the amount of this Payment Bond shall be credited for any payments made in good faith by Surety.

7. Amounts owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Performance Bond. By Contractor furnishing and Owner

accepting this Payment Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work or the satisfaction of Owner's claims, including liquidated damages, under the Construction Contract.

8. Surety shall not be liable to Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. Owner shall not be liable for payment of any costs or expenses of any Claimants under this Payment Bond, and shall have under this Payment Bond no obligation to make payments to, give notices on behalf of, or otherwise have any obligation to Claimants under this Payment Bond.

9. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction. The prevailing party in any such action shall be entitled to recover its attorneys' fees, to be taxed as costs.

11. Notice to Surety, Owner or Contractor shall be mailed or delivered to the address shown on the signature page.

12. This Payment Bond has been furnished to comply with Civil Code Sections 3247 through 3252. Any provision in this Payment Bond conflicting with those statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Payment Bond shall be construed as a statutory bond and not as a common law bond.

13. Upon request by any person or entity appearing to be a potential beneficiary of this Payment Bond, the Contractor shall promptly furnish a copy of this Payment Bond or shall permit a copy to be made.

14. DEFINITIONS

14.1 Claimant: An individual or entity identified in California Civil Code Sections 3181 or 3248.

14.2 Construction Contract: The agreement between Owner and Contractor identified above, including all Contract Documents and changes thereto.

CONTRACTOR, as Principal

SURETY

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FAX: \_\_\_\_\_

FAX: \_\_\_\_\_

Note: Signatures of those executing for Surety must be properly acknowledged. The bond must be accompanied by a power of attorney from the Surety authorizing its agent to bind it to this bond.

**CONTRACT FOR CONSTRUCTION**

**2012 Pavement Management Program**

THIS CONTRACT FOR CONSTRUCTION is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Saratoga, a municipal corporation (herein called CITY) and \_\_\_\_\_, a California corporation, a partnership or an individual (*circle one*) located at \_\_\_\_\_, herein called Contractor.

### RECITALS

A. WHEREAS, the City has caused to be prepared in the manner prescribed by law, plans, specifications and other contract documents for the public work of construction [insert project name and contract number] herein described and shown and has approved and adopted the Contract Documents, including the specifications and plans, and has caused to be published in the manner and for the time required by law a Notice Inviting Bids for the work described in the Contract Documents, and

B. WHEREAS, the Contractor in response to the City's Notice has submitted to the City a sealed bid proposal accompanied by a bid guaranty in an amount not less than ten percent (10%) of the amount bid for the construction of all of the proposed work in accordance with the terms of the Contract Documents, and

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

Accordingly, CITY and Contractor agree as follows:

- (1) **CONTRACT SUM:** CITY agrees to pay, and the Contractor agrees to accept, in full payment for the above work, the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to be paid in accordance with the Contract Documents.
- (2) **COMPLIANCE WITH LAW:** CITY is a public agency. All provisions of law applicable to public contracts are a part of this contract to the same extent as though set forth herein and will be complied with by the Contractor.
- (3) **CONTRACT DOCUMENTS:** The following Contract Documents relating to this Contract for Construction are hereby made a part of and incorporated by reference into this Contract:

The Notice Inviting Bids

Information for Bidders

Statement of Experience and Qualifications Bid Form

Contract Proposal,

Faithful Performance Bond

Labor and Materials Payment Bond

Contractor's Certificate Regarding Worker's Compensation

Certificate of Insurance and Endorsements,

Affidavit Concerning Conflicts of Interest and Noncompetitive Practices

Fair Employment Practices Certificate

General Conditions, Special Conditions and Attachments thereto,

State of California Department of Transportation Standard Plans and Specifications, current year

Plans and Specifications prepared by [ \_\_\_\_\_ ] dated [ \_\_\_\_\_ ],

and supplemental agreements, certifications, and endorsements applicable to this work, with all modifications incorporated in said documents prior to receipt of the Contract Proposals.

Any work called for in one contract document not mentioned in another is to be performed and executed the same as if mentioned in all Contract Documents.

This Agreement (including all documents referred to above and incorporated herein) represents the entire and integrated Agreement between CITY and Contractor for the Project and supersedes all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, as provided in the General Conditions.

- (4) **PROHIBITED INTEREST.** Contractor represents that to the best of its knowledge no director, officer, or employee of CITY has any interest, contractual or non-contractual, financial or otherwise, in this transaction or in the business of Contractor. If any such interest comes to the knowledge of Contractor at any time, a full and complete disclosure of all such information shall be made in writing to CITY, even if such interest would not be considered a conflict of interest under Article IV Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3600) of the Government Code of the State of California. No member, officer, or employee of CITY or of any of its member

jurisdictions during his/her tenure of office, or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds therefrom.

- (5) **NOTICES.** Any notices to be given hereunder by either party to the other may be effected either by personal delivery, fax or mail. Mail shall be sent registered or certified, postage pre-paid, return receipt requested. Mailed notices shall be addressed to the parties at the addresses set forth below, but each party may change its address by written notice in accordance with this paragraph. Notices delivered personally shall be effective immediately. Notices sent by mail shall be effective one (1) day after mailing. Notices sent by facsimile shall be effective upon transmission to the number set forth below.

CITY OF SARATOGA

Public Works Director  
City of Saratoga  
13777 Fruitvale Ave.  
Saratoga, CA 95070  
(408) 868-1239

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (6) **Warranties.** The Contractor hereby warrants and guarantees for one (1) year from and after the date of completion of the services provided for in this Agreement that said materials and labor necessary for the **2012 Pavement Management Program** shall operate as provided for in the Technical Specifications and Contract Documents. During the term of this warranty, Contractor shall provide all materials, parts and labor, at its own expense, which are necessary to repair and/or correct any and all defects, installation or operational failures in the equipment from any cause. Notwithstanding the foregoing, Contractor shall not be required to bear the expense of correction of any failure in the equipment that is caused solely by the negligence or willful misconduct of City. The warranties of each part or component supplied are in addition to the warranties required of Contractor in the Contract Documents.
- (7) **Waiver.** No waiver of any breach of the terms, conditions or covenants of this contract shall be construed to be a waiver of any succeeding breach of the same or any other covenants, conditions or terms of this contract. The waiver by any party of a breach of this Contract shall not constitute a continuing waiver, or a waiver of any subsequent breach, either of the same or different provision of this Contract.
- (8) **Time of the Essence.** Time is of the essence in this contract.
- (9) **Controlling Law.** This contract and all matters relating to it shall be governed by the laws of the State of California.

- (10) **Entire Agreement.** It is expressly agreed between CITY and Contractor that this contract, including the documents listed in paragraph 3 and incorporated herein, expresses the complete agreement between the parties and supersedes all prior oral or written negotiations, agreements and understandings between them regarding the subject matter hereof. This Agreement may be amended only by written agreement between the parties as provided in the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

This Agreement is executed by CITY upon approval by the Council at its regular scheduled meeting of \_\_\_\_\_, and the Contractor has caused this Agreement to be duly executed.

CITY OF SARATOGA:

BY:

\_\_\_\_\_

Dave Anderson  
City Manager

Date:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Crystal Morrow, City Clerk

Date:

\_\_\_\_\_

CONTRACTOR:

(Contractor Signatures must be Notarized)

BY:

\_\_\_\_\_

PRINT NAME:

TITLE:

Date:

\_\_\_\_\_

Contractor's License No:

\_\_\_\_\_

License Expiry Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

Richard Taylor  
City Attorney

**REQUIRED CERTIFICATIONS**

**2012 Pavement Management Program**

### **Bidders Checklist**

All forms must be properly signed and returned with Bid.

- Statement of Experience and Qualifications
- Bid Form
- Bid Surety
- Certificate Regarding Workers Compensation
- Non Collusion Affidavit
- Proposed Major Material Suppliers
- Proposed Subcontractors
- Affidavit Concerning Conflicts of Interest and Noncompetitive Practices
- Fair Employment Practices Certificate
- Contractor's Response Form
- Certification Concerning Control of Employee of Contractor

**CONTRACTOR'S CERTIFICATE REGARDING WORKER'S  
COMPENSATION**

Contract with the CITY OF SARATOGA, for the construction of:

**2012 Pavement Management Program**

Labor Code Section 3700 provides in relevant part:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers, duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees. "

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

Dated: \_\_\_\_\_, 20\_\_

(Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
(Official Title)

(SEAL)

Note: Labor Code Section 1861, provides that the above certificate must be signed and filed by the Contractor with CITY prior to performing any work under this contract.

(Contractor Signatures must be Notarized)

NONCOLLUSION AFFIDAVIT

State of California

County of \_\_\_\_\_ ss.

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

PROPOSED MAJOR MATERIAL SUPPLIERS

The bidder is required to furnish the following information on major materials and manufacturers. No changes will be allowed in materials or manufacturers without the prior approval of CITY.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

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

\_\_\_\_\_ Date

**PROPOSED SUBCONTRACTORS**

Pursuant to the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 et seq.), the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvements, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. Additional supporting data may be attached to this page. Each page shall be sequentially numbered, headed "Proposed Subcontractors" and shall be signed.

NAME	BUSINESS ADDRESS	DESCRIPTION AND COST OF WORK	% OF WORK ____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

After the award of contract, substitutions of the above-listed proposed subcontractors may only be made with the prior approval of CITY in accordance with Public Contract Code Section 4104.

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

\_\_\_\_\_  
Date

**AFFIDAVIT CONCERNING CONFLICTS OF INTEREST AND  
NONCOMPETITIVE PRACTICES**

State of \_\_\_\_\_ ) **ss**

County of \_\_\_\_\_ )

- A. Conflict of Interest.** That the Contractor by entering into this contract with CITY to perform or provide work, services or materials to CITY has thereby covenanted, and by this affidavit does again covenant and assure that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representative hereafter acquires such a conflict of interest, it shall immediately disclose such interest to CITY and take action immediately to eliminate the conflict or to withdraw from this contract, as CITY may require.
- B. Contingent Fees and Gratuities.** That the Contractor, by entering into this Contract with CITY to perform or provide services or material for CITY has thereby covenanted, and by this affidavit does again covenant and assure:
1. That no person or selling agency except bona fide employees or designated agents or representative of the Contractor has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage or contingent fee would be paid; and
  2. That no gratuities, in the form of entertainment, gifts or other, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of CITY or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

3. That no contracts of communication or lobbying efforts were made by Contractor, its agents or officer with any member of the Council, any board or commission, or the staff of the City of Saratoga with regard to this process.

Company Name

By \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and Sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public in and for State of \_\_\_\_\_

residing at \_\_\_\_\_

## FAIR EMPLOYMENT PRACTICES CERTIFICATE

In connection with the performance of work under this contract, the Contractor agrees as follows:

1. The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, physical disability, mental disabilities, marital status, or medical condition as defined in Government Code Section 12926. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, physical disability, mental disability, marital status, or medical condition as defined in Government Code §12926. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will send to each labor union or representative of worker with which it has a collective bargaining agreement or other contract or understanding, a notice, advising the said labor union or worker's representative of the Contractor's commitments under this section; and the Contractor shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3. The Contractor will permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment Practices Commission, CITY or any other appropriate agency of the State of California designated by CITY, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

4. A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by CITY as a basis for determining the Contractor to be not a "responsible Contractor" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, re-establish or renew a pre-qualification rating for the Contractor.

CITY shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Government Code §12970 or obtained a court order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment Practices Commission, CITY shall notify the Contractor that unless it demonstrates to the satisfaction of CITY within a stated period that the violation has been corrected, the Contractor's pre-qualification rating will be revoked at the expiration of such period.

5. The Contractor agrees that should CITY determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to CITY, forfeit, for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance, the penalties provided in the labor code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. CITY may deduct any such damages from any monies due the Contractor.

6. Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent CITY from pursuing any other remedies that may be available at law.

7. Prior to award of the contract, the Contractor shall certify to CITY that it has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by CITY:

a. The Contractor shall provide evidence, as required by CITY, that it has notified all supervisors, foremen and other personnel officers, in writing, of the content of the anti-discrimination clause and their responsibilities under it.

b. The Contractor shall provide evidence, as required by CITY, that it has notified all sources of employee referral (including unions, employment agencies, advertisements, and the Department of Employment) of the content of the anti-discrimination clause.

c. The Contractor shall file a basic compliance report as required by CITY. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.

d. Personally, or through its representatives, the Contractor shall, through negotiations with the unions with whom it has agreements, attempt to develop an agreement which will:

(1) Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.

(2) Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified

minority workers will be available and given an equal opportunity for employment.

e. The Contractor shall notify CITY of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.

8. The Contractor will include the provisions of the foregoing Paragraphs 1 through 7 in every first-tier subcontract so that such provisions will be binding upon each subconsultant.

9. Statements and Payrolls. The Contractor shall maintain its records in conformance with the requirements in the Specifications and the following special provisions:

a. The submission by the Contractor of payrolls, or copies thereof, is not required. However, each Contractor and subconsultant shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.

b. The payroll records shall contain the name, address and social security number of each employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid.

c. The Contractor shall make its payroll records available at the project site for inspection by CITY and shall permit CITY to interview employees during working hours on the job.

The following certification is to be executed by every Contractor and enclosed and forwarded in a sealed envelope containing the bid. The person signing the certification shall state his/her address and official capacity.



CONTRACTORS RESPONSE FORM

**Contractors Declarations and Statement of Understanding**

The undersigned (hereinafter called the "Contractor") declares that he/she has read the Notice Inviting Bids and has authority to submit the following. The Contractor understands that, in addition to this Response Form, the Information for Bidders and Contractor's supporting documents constitute parts of the contract and are incorporated herein by reference.

**Contractor acknowledges that Addenda numbers \_\_\_\_\_ through \_\_\_\_\_ have been delivered and have been taken into account as part of the Agreement, and that all addenda issued are hereby made part of the Agreement.**

Contractor hereby designates \_\_\_\_\_ as the person to contact for additional information. (Telephone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ e-mail Address: \_\_\_\_\_)

**Internal Revenue Service (IRS) Reporting Requirements**

Check one:  Corporation;  Partnership;  Sole Proprietor;  Other:

\_\_\_\_\_

Identify: State of Incorporation:

\_\_\_\_\_

Provide one: Federal Tax Number \_\_\_\_\_  
Social Security Number \_\_\_\_\_

What is the official name registered with the IRS for this number

\_\_\_\_\_

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

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

City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_

**CITY OF SARATOGA**  
**A CERTIFICATION CONCERNING CONTROL OF EMPLOYEES**  
**OF CONTRACTOR**

The Contractor, by entering into this Agreement with CITY to perform or provide work, services or materials to CITY, does hereby certify and assure that in performing the services under this Agreement, the Contractor shall act as an independent Contractor and shall have full control of the work and Contractor's employees. Contractor and its employees in no circumstances whatsoever shall imply or be deemed an agent(s) or employee(s) of CITY. Contractor's employees in no circumstances shall be entitled to part of any pension plan, insurance, bonus or any similar benefits which CITY provides its own employees.

Any infraction of this Certification shall be cause for termination of this Agreement.

Signed

\_\_\_\_\_

Authorized Representative of Bidder

Title

\_\_\_\_\_

Date \_\_\_\_\_

**TECHNICAL SPECIFICATIONS**  
**2012 Pavement Management Program**

**TECHNICAL SPECIFICATIONS**  
**2012 PAVEMENT MANAGEMENT PROGRAM**

**List of Specifications**

SECTION 15	TRAFFIC STRIPES, PARKING STALLS AND PAVEMENT MARKINGS
SECTION 01170	ACCIDENT PREVENTION
SECTION 01200	PROJECT MEETINGS
SECTION 01300	SUBMITTALS
SECTION 01530	TRAFFIC CONTROL/BARRIERS
SECTION 01560	TEMPORARY CONTROLS
SECTION 01700	PROJECT CLOSE OUT
SECTION 02050	REMOVAL OF PAVEMENTS AND CONCRETE SLABS
SECTION 02115	CLEARING AND GRUBBING
SECTION 02200	EARTHWORK
SECTION 02210	EXCAVATION, EMBANKMENT AND COMPACTION
SECTION 02232	AGGREGATE BASE COURSE
SECTION 02510	WEDGE GRIND/CUT CONFORM
SECTION 02511	HOT-MIXED ASPHALT PAVING
SECTION 02515	WALKS, CURBS, RAMPS AND GUTTERS
SECTION 03100	CONCRETE FORMWORK
SECTION 03250	CONCRETE ACCESSORIES
CITY OF SARATOGA DETAILS GENERAL CONSTRUCTION SPECIFICATIONS	

## **SECTION 15 TRAFFIC STRIPES, PARKING STALLS AND PAVEMENT MARKINGS**

### **PART 1: GENERAL**

1.1 DESCRIPTION: The work of this section consist of installing traffic stripes, parking stalls and pavement markings.

- A. Cleaning: Sweep and clean surface to eliminate loose material and dust.
- B. Remove existing parking stall painting by sand blasting.
- C. Striping: Thermoplastic and Paint Type, per Section 84 of the Caltrans Standard Specifications for Construction of Local Streets and Roads, May 2006 Edition
- D. Do not apply traffic and lane marking paint until layout and placement have been verified with Engineer.
- E. Apply paint with mechanical equipment to produce uniform straight edges. Apply at manufacturer's recommended rates to provide minimum 12 to 15 mils dry thickness. Use white color for normal striping, unless otherwise noted. Use blue color at handicap facilities.

END OF SECTION 15

## **SECTION 01170 ACCIDENT PREVENTION**

### **PART 1: GENERAL**

1.1 DESCRIPTION: The work of this section consist of establishing an effective accident prevention program and providing a safe environment for all the public and workers within the construction zone.

#### 1.2 SUBMITTALS:

- A. Accident Prevention Program: Before on-site work begins, submit for review and comment an accident prevention program. The Engineer will review the proposed program for compliance with OSHA and project requirements. If the program requires any revisions or corrections, the Contractor shall resubmit the program within 10 days. No progress payments will be processed until the program is approved. The program shall include:
1. Name of responsible supervisor to carry out the program.
  2. Weekly and monthly safety meetings.
  3. First aid procedures
  4. Outline of each phase of the work, the hazards associated with each major phase, and the methods proposed to ensure property protection and safety of the public, and Contractor's employees. Identify the work included under each phase by reference to specification section or division numbers
  5. Training, both initial and continuing.
  6. Planning for possible emergency situations, such as floods, fires, cave-ins, slides, explosions, power outages, and wind storms. Such planning shall take into consideration the nature of construction, site conditions, and degree of exposure of persons and property.
  7. Housekeeping
  8. Fire Protection
- B. Certificates: Certify that all mechanical equipment has been inspected and meets OSHA requirements.
- C. Submit a copy of test reports, as required by OSHA, for personnel working with hazardous materials.
- D. Submit a report of safety meetings and of inspections.
- E. Upon request, submit proof of employees' qualifications to perform assigned duties in a safe manner.
- F. Confined Space Training Certification

### 1.3 QUALITY ASSURANCE:

- A. Clauses entitled "Accident Prevention" and "Permits and Responsibilities" of the General Provisions. In case of conflicts between Federal, state, and local safety and health requirements, the most stringent shall apply. Equipment or tools not meeting OSHA requirements will not be allowed on the project sites. Failure to comply with the requirements of this section and related sections may result in suspension of work.
- B. Qualification of Employees:
  - 1. Ensure that employees are physically qualified to perform their assigned duties in a safe manner.
  - 2. Do not allow employees to work whose ability or alertness is impaired because of drugs, fatigue, illness, intoxication, or other conditions that may expose themselves or others to injury.
  - 3. Operators of vehicles, mobile equipment, hoisting equipment, and hazardous plant equipment shall be able to understand signs, signals, and operating instructions, and be capable of operating such equipment. Provide operating instructions for all equipment. Newly hired operators shall be individually tested by an experienced operator or supervisor to determine if they are capable of safely operating equipment.

### 1.4 ACCIDENT REPORTING:

- A. Reportable Accidents: A reportable accident is defined as death, occupational disease, traumatic injury to employees or the public, property damage by accident in excess of \$100, and fires. Notify the City and appropriate regulatory agencies within 24 hours of the reportable accident.
- B. All other Accidents: The Contractor shall report all other accidents to the City and appropriate regulatory agencies as soon as possible and assist the City and other officials as required in the investigation of the accident.

## PART 2: PRODUCTS

- 2.1 FIRST AID FACILITIES: Provide adequate facilities for the number of employees and the type of construction at the site.
- 2.2 PERSONNEL PROTECTIVE EQUIPMENT: Meet requirements of NIOSH and MSHA, where applicable, as well as ANSI.
- 2.3 BARRIERS: Section 01530.

### PART 3: EXECUTION

- 3.1 EMERGENCY INSTRUCTIONS: Post telephone numbers and reporting instructions for ambulance, physician, hospital, fire department, and police in conspicuous locations at the work site.
- 3.2 ESCAPE ROUTES: Provide and maintain adequate escape routes at all times in accordance with the Life Safety Code (NFPA 101-85). No corridor, aisle, stairway, door, or exit shall be obstructed or used in a manner that interfered with escape routes.
- 3.3 PROTECTIVE EQUIPMENT:
- A. Inspect personal protective equipment daily and maintain in a serviceable condition. Clean, sanitize, and repair, as appropriate, personal items before issuing them to another individual.
  - B. Inspect and maintain other protective equipment and devices before use and on a periodic basis to ensure safe operation.
- 3.4 SAFETY MEETINGS:
- A. As a minimum, conduct weekly 15-minute "toolbox" safety meetings. These meetings shall be conducted by a foreman and attended by all construction personnel at the worksite.
  - B. Conduct monthly safety meetings for all levels of supervision. Notify the Contracting Officer so that he may attend. These meetings shall be used to review the effectiveness of the Contractor's safety effort, to resolve current health and safety problems, to provide a forum for planning safe construction activities, and for updating the accident prevention program. The Contracting Officer will enter the results of the meetings into his daily log.
- 3.5 HARD HATS AND PROTECTIVE EQUIPMENT AREAS:
- A. A hard hat areas shall be designated and posted by the Contractor in a manner satisfactory to the City.
  - B. It is the Contractor's responsibility to require all those working on or visiting the site to wear hard hats and other necessary protective equipment at all times. As a minimum, provide six hard hats for use by visitors. Change liners before reissuing hats.
  - C. The contractor shall provide barricades and warning signs, or other warning devices as necessary prevent unauthorized access into the construction work area.
- 3.6 TRAINING:
- A. First Aid: Provide adequate training to ensure prompt and efficient first aid.

- B. Hazardous Material: Train and instruct each employee exposed to hazardous material in safe and approved methods of handling and storage. Hazardous materials are defined as explosive, flammable, poisonous, corrosive, oxidizing, irritating, or otherwise harmful substances that could cause death or injury.
- C. OSHA Confined Space Training: The Contractor shall be required to submit their written policy for confined space entry. The policy shall include a copy of the permit used by the Contractor and identification of their safety/confined space entry equipment

END OF SECTION 01170

## **SECTION 01200 PROJECT MEETINGS**

### **PART 1: GENERAL**

- 1.1 PRECONSTRUCTION CONFERENCE: Before start of construction, the Contractor shall arrange an on-site pre-construction meeting with City of Saratoga.
- 1.2 PROGRESS MEETINGS:
- A. The City will require, as a minimum, the Contractor to conduct weekly meetings with appropriate subcontractors, utility companies as required, and the Engineer and staff. The city reserves the right to require progress meeting on a more frequent basis during crucial periods of the project which require extra coordination efforts.
  - B. The Contractor shall be required to update his project schedule prior to the weekly progress meetings. The schedule shall include, as a minimum, activity ID numbers, task descriptions, task duration's, start and finish dates, identification of Critical Path tasks, % complete for each activity, total estimated cost for each activity, and float or slack time. The Contractor shall provide ten copies to the City prior to the Status meeting.
  - C. The Engineer will take meeting minutes for each meeting and assign actions accordingly. Meeting minutes will include action assignments to specific personnel and a completion date.

**PART 2: PRODUCTS** Not used.

**PART 3: EXECUTION** Not used.

END OF SECTION 01200

## **SECTION 01300 SUBMITTALS**

### **PART 1: GENERAL**

- 1.1 DESCRIPTION: The work of this section consists of submittal requirements before and during construction.
- 1.2 RELATED REQUIREMENTS: Closeout submittals - Section 01700.
- 1.3 SCHEDULES: As soon as possible after Notice of Award and before beginning any work, submit Progress Schedule and Schedule of Values as a package. The City will review the Progress Schedule and the Schedule of Values for format and content.
- A. Progress Schedule: Submit to the Engineer for approval, four copies of a Critical Path Method Progress Schedule (normally in bar chart form) showing estimated starting and completion dates for each part of the work. The Critical Path method schedule shall be prepared using computer scheduling programs such as Primavera, Microsoft Project, Suretrak, P3, or others. The progress payment will not be approved by the City until an acceptable, up to date progress schedule is provided to the Engineer. The purpose of the schedule will be to assure adequate planning and execution of the work by the Contractor; to assure coordination of the work of the various subcontractors and utility companies; to assist the contractor, City and Engineer in monitoring the progress of the work and evaluating proposed changes to the contract and schedule; to assist the Engineer, City, and Contractor in the preparation and evaluation of the Contractor's monthly progress payments; and to alert the City as to the proposed closure of streets and other public facilities.
- B. Schedule of Values: Submit a schedule values for the dollar values based on the Contract Bid Schedule including all bid items, and for the work activities identified in the project schedule. Break down into component parts each bid item involving a series of operations for which progress payments may be requested. The total costs for the component parts shall equal the bid amount for that item, and the total cost of all items shall equal the contract sum. The City may request additional tasks be identified in the schedule of values or data to verify accuracy of dollar values. The Schedule of Values will form the basis for progress payments as provided for in the General Provisions.
- 1.4 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES:
- A. General Procedures:
1. As specified in the individual sections, forward submittals to the City at least 15 days before need for review. Unless a different number is specified, submit five copies of each shop drawing, three specimens of each sample, and five copies of all other submittals requested, all of which will be retained by the City. Submit any additional copies that are to be returned.

2. Coordinate all submittals and review them for legibility, accuracy, completeness, and compliance with contract requirements. Forward submittals that are related to or affect one another as a package to facilitate coordinated review.
  3. Submittals will not be accepted for review if they are not on the correct form, an incorrect amount of submittals are submitted, the transmittal form is incorrectly filled out, submittals are not coordinated, or submittals do not show evidence of Contractor's approval.
  4. The City reserves the right to require submittals in addition to those called for in individual sections.
- B. Specific Procedures:
1. Shop Drawings: Identify each copy of shop drawings with contract drawing number in lower right hand corner.
  2. Samples: Samples shall be large enough to illustrate clearly the functional characteristics and full range of color, texture, or pattern.
  3. Manufacturers' Literature: Submit only pertinent pages; mark each copy of standard printed data to identify products referenced in specification section.
- C. The City's Review:
1. After approving submittals, The City will return Contractor's copies.
  2. If submittals are not approved, The City will return all copies to Contractor with reasons for rejection. Resubmit, identifying changes.
  3. Any work done before approval shall be at Contractor's own risk.
- 1.5 APPROVED EQUALS:
- A. For each item proposed as an "approved equal," submit a separate request. With each request submit supporting data, including:
1. Drawings and samples as appropriate.
  2. Comparison of the qualities of the proposed item with that specified.
  3. Changes required in other elements of the work because of the substitution.
  4. Name, address, and telephone number of vendor.
  5. Manufacturer's literature regarding installation, operation, and maintenance, including schematics for electrical and hydraulic systems, lubrication requirements, and parts list. Describe availability of maintenance service, and state source of replacement materials.
- B. A request for approval constitutes a representation that Contractor:
1. Has investigated the proposed item and determined that it is equal or superior in all respects to that specified.

2. Will provide the same warranties for the proposed item as for the item specified.
  3. Has determined that the proposed item is compatible with interfacing items.
  4. Will coordinate the installation of an approved item and make all changes required in other elements of the work because of the substitution.
  5. Waives all claims for additional expenses that may be incurred as a result of the substitution.
- C. The Engineer has the final determination as to whether the proposed substitute product is equal. If the determination is made the product is not equal, the contractor shall be required to provide a product which meets the specifications.
- 1.6 MANUFACTURER'S INSTALLATION INSTRUCTIONS: When contract documents require compliance with manufacturer's printed instructions, provide one complete set of instructions for The City and keep another complete set of instructions at the project site until substantial completion.
- 1.7 MATERIAL SUBMITTAL LIST- The names of the manufactures/producers of the materials proposed by the Contractor for use under this contract shall be submitted to the Engineer, for review, within (30) calendar days after the award of the contract prior to beginning work. The manufacture's producers specifications and or certificates of compliance shall be submitted for all applicable products on the list.

**ITEM DESCRIPTION**

- Construction Schedule
- Material Submittal List
- Site Inspection photo/pictures
- Notices to Residents, Businesses and Schools
- Traffic Control Plan
- Class 2 Aggregate Base (recycle rock will not be accepted)
- Asphalt Concrete (Caltrans) Type B Medium 1/2 & 3/4 inch maximum aggregate size, medium graded (recycle asphalt product RAP will not be accepted)
- Class B Portland Cement Concrete (5 sack mix with 1 pint lampblack /cubic yard)
- Truncated Domes for Wheelchair Ramp (Color Armor Title Dark Grey Federal Color No. 36118)

END OF SECTION 01300

## **SECTION 01530 TRAFFIC CONTROL/BARRIERS**

### **PART 1: GENERAL**

1.1 DESCRIPTION: The work of this section consists of furnishing, installing, and maintaining barriers to protect existing facilities and the public from construction operations. Per Section 7-1.08, "Public Convenience," and 7-1.09, "Public Safety", of the Caltrans Standard Specifications for Construction of Local Streets and Roads, May 2006 Edition Caltrans, set forth the Contractor's responsibilities for public convenience and public safety.

### 1.2 SUBMITTALS

A. A copy of the Traffic Control Supervisor's Certification

C. Traffic Control Plan

### **PART 2: PRODUCTS**

2.1. GENERAL: Material may be new or used, but shall be suitable for intended purpose. Fences and barriers shall be structurally adequate and neat in appearance.

2.2. FENCING: Chain link, 2-inch mesh, minimum height, 6 feet.

2.3. BARRICADES AND SIGNS: ANSI D6.1-78, "Manual on Uniform Traffic Control Devices" (MUTCD), Part VI.

2.4. LUMBER: Free of nails, large knot holes and splinters.

2.5. BARRIER TAPE: Banner Guard, imprinted with "CAUTION: CONSTRUCTION AREA", or approved equal.

2.6. FLASHING ARROW SIGNS: Per section 12-3.03 of the Caltrans Standard Specifications for Construction of Local Streets and Roads, May 2006 Edition Caltrans. Provide electric arrow board(s) for lane reduction.

2.7. SIGNS: Overhead Lines Above

### **PART 3: EXECUTION**

### 3.1 GENERAL

A. The Contractor shall provide all barricades, flagmen, control devices, etc. necessary to control traffic and protect areas under construction. All traffic control procedures, signing, lighting, barricading, etc., shall conform to the latest edition of the Manual of Uniform Traffic Control Devices.

- B. The Contractor shall submit to the City for approval, a Traffic Control Plan (TCP) prepared by a Certified Traffic Control Supervisor. No demolition or construction activities may commence until the TCP has been approved.
- C. The Traffic Control Supervisor shall be certified as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA).
- D. All barricading and signage shall be left in place until the work has been constructed, inspected and approved by the City.
- E. The Contractor shall provide the name, address, and phone number of his representative who may be reached at any time during the life of the project regarding repairs, detours, barricading, etc. This information shall be furnished in writing to the City, Fire Department, and Police Department.
- F. The Contractor shall be responsible for informing the public of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor shall provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for the job and site conditions including safety of all persons and property, from start until final acceptance of construction of construction. This requirement shall apply continuously twenty-four (24) hours/day and shall be limited to normal work hours.
- G. Notify the police and fire department 24 hours prior to any road closure.

### 3.2 PROTECTION OF PUBLIC:

- A. Fence, barricade, or otherwise block off the immediate work area to prevent unauthorized entry to the work area.
- B. Erect and maintain barricades, lights, danger signals, and warning signs in accordance with ANSI D6.1-78.
- C. Illuminate barricades and obstructions at night; keep safety lights burning from sunset to sunrise.
- D. Adequately barricade and post open cuts in or adjacent to thoroughfares.
- E. Protect pedestrian traffic by guardrails or fences.
- F. When pedestrian traffic is detoured into a roadway, provide temporary walkways with any necessary protection at ends and overhead. For walkways, use lumber running parallel to direction of traffic movement and provide ramps at changes of elevation.
- G. Cover pipes, hoses, and power lines crossing sidewalks and walkways with troughs using beveled edge boards.

H. Erect and maintain sufficient detour signs at road closures and along detour routes.

3.3 BARRIER TAPE: Install where directed by the City. Keep a minimum of two rolls on site at all times.

3.4 REMOVAL: Completely remove barriers no longer needed and when approved by the City.

END OF SECTION 1530

## **SECTION 01560 TEMPORARY CONTROLS**

### **PART 1: GENERAL**

1.1 DESCRIPTION: The work of this section consists of providing temporary controls and disposal of construction wastes and debris. The Contractor shall pay for all disposal costs unless otherwise indicated in the Contract Documents.

### 1.2 SUBMITTALS:

A. Location and Operator of the Contractor's Solid Waste Disposal Facility to be utilized for construction all materials disposed of off the project site.

### **PART 2: PRODUCTS Not used.**

### **PART 3: EXECUTION**

#### 3.1 HOUSEKEEPING:

- A. Keep project neat, orderly, and in a safe condition at all times.
- B. Provide enough refuse containers for collecting construction debris. Refuse containers shall be emptied as required to maintain a neat and orderly environment.
- C. Wet down dry materials and rubbish to prevent blowing dust.
- D. Keep volatile wastes in covered containers.
- E. Utilize or remove excavated material as soon as possible.

#### 3.2 DISPOSAL:

Soil Evaluation: All soil materials excavated within the project area will be evaluated upon removal. Soil materials will be visually screened for debris and staining by the Engineer. The Contractor shall separate out all trash and debris for soils to be reused onsite.

All trash and debris encountered during excavation shall be stored separately or disposed of at a lawfully permitted landfill facility.

Unless otherwise specified, all removed materials becomes the property of the Contractor and shall be properly disposed of offsite. Immediately remove hazardous rubbish from project site. Place other construction debris in refuse containers at least daily. Dispose of refuse at least weekly, in a legal manner, at approved public or private dumping areas.

#### 3.3 ITEMS IDENTIFIED TO BE REMOVED OR SALVAGED

- A. All items identified to be removed or salvaged shall be removed in a manner to minimize damage to the item to be salvaged.

#### 3.4 AIR AND WATER POLLUTION CONTROL:

- 3 Take all necessary reasonable measures to reduce air and water pollution by any material or equipment used during construction.
- 4 To control erosion during and after project implementation, the contractor shall implement a Stormwater Pollution Prevention Plan (SWPPP) with appropriate Best Management Practices (BMPs), in accordance with San Francisco Bay Regional Water Quality Board (RWQCB) guidelines
- 5 Do not dispose of any volatile wastes or oils in storm or sanitary drains.
- 6 Do not allow waste materials to be washed into streams or bodies of water.
- 7 Sod or seed slopes, as specified in Section 02950, as soon as possible to prevent erosion. If it is impossible to prevent erosion, the City may require construction of sedimentation basins to prevent water pollution.
- 8 The Contractor shall comply with all of the State of California Construction De-watering Permit requirements.

#### 3.5 DUST PREVENTION

- A. During the construction and until final acceptance by the City, the Contractor shall be responsible for controlling dust emissions in the construction area.
- B. No earthwork activities shall be performed when the sustained wind speed exceeds thirty (30) miles per hour.
- C. All fill areas shall be compacted on a daily basis as required in the project.
- D. Any mud or dirt carried out onto paved surfaces shall be cleaned up in a daily basis.
- E. The Contractor shall promptly comply with all directives from the City relating to dust control. If the Contractor fails to comply or provide adequate means to control dust, a stop work order will be issued until the problems have been corrected.

END OF SECTION 01560

## SECTION 01700 PROJECT CLOSE OUT

### PART 1: GENERAL

1.1 DESCRIPTION: The work of this section consist of final cleanup, closeout submittals, and final inspection procedures.

#### 1.2 SUBMITTALS

A. As specified in this section.

### PART 2: PRODUCTS - Not Used

### PART 3: EXECUTION

3.1 POSTED OPERATING INSTRUCTIONS: As specified in the individual sections. Furnish operating instructions attached to or posted adjacent to equipment. Include wiring diagrams, control diagrams, control sequence, start-up, adjustment, operation, lubrication, shut-down, safety precautions, procedures in the event of equipment failure, and other items of instruction recommended by the manufacturer.

3.2 CLEANING: Remove all tools, equipment, surplus materials, and rubbish. Restore or refinish surfaces of existing facilities that are marred, scratched, or damaged due to the work of this contract to match original condition. Remove grease, dirt, stains, foreign materials, and labels from interior and exterior finished surfaces. Do any required waxing and polishing. Sweep paved areas; rake grounds. At time of final inspection, project shall be thoroughly clean and ready for use.

#### 3.3 PROJECT RECORD DRAWINGS:

A. The contractor shall maintain an up to date set of red-lined record drawings which indicate all changes and revisions to the original design that affect the permanent structures and will exist in the completed work. The contractor shall also reference all underground utilities to semi-permanent or permanent physical objects. Reference water, sewer, telephone, and electric lines to corners of buildings. Include schematic diagrams showing terminal numbers for all electrical equipment.

B. Keep record drawings current. Inspection will be made monthly. Certification of accuracy and completeness will be required on monthly payment requisitions. Project record drawings are the property of the City and shall be delivered to the City before closeout.

#### 3.4 CLOSEOUT SUBMITTALS: Submit before final inspection request

A. Project Record Drawings: As specified above.

B. Guarantees and Bonds: As specified in individual sections.

C. Spare Parts and Materials: As specified in individual sections.

D. Operation and Maintenance Data: As specified in Section 01730.

E. Operation and Maintenance Data: Provide four complete sets of the following data. Data shall be on 8½-inch by 11-inch sheets or manufacturers' standard catalogs, suitable for side binding. Include the following as applicable:

1. Replacement parts list
2. Wiring diagrams
3. Manufacturers' model numbers
4. Name, address, and telephone number of local representative
5. Basic operational features
6. Schedule of maintenance work
7. Lubricants
8. Emergency procedures
9. Starting, operating, and shut-down procedures
10. Seasonal shut-down procedures
11. Cleaning agents and methods
12. Color and texture designations.

F. Operating Tools: As specified in the individual sections.

G. Special Tools: One set of special tools required to operate, adjust, dismantle, or repair equipment. Special tools are those not normally found in possession of mechanics or maintenance personnel.

3.5 **SUBSTANTIAL COMPLETION AND FINAL INSPECTION:** Submit written certification that project, or designated portion of project, is substantially complete, and request in writing a final inspection. The City will make an inspection within 10 days of receipt of request.

A. When the City determines that the work is substantially complete, he will prepare a list of deficiencies to be corrected before final acceptance and issue a Letter of Substantial Completion.

B. If the City determines that the work is not substantially complete, he will immediately notify Contractor in writing, stating reasons. After completing work, Contractor shall resubmit certification and request a new final inspection.

3.6 **ACCEPTANCE OF THE WORK:** After all deficiencies have been corrected, a Letter of Acceptance will be issued.

3.7 **POST-CONSTRUCTION INSPECTION:** Before expiration of warranty period, the City will inspect the project and notify Contractor in writing of all deficiencies.

END OF SECTION 01700

## **SECTION 02050 REMOVAL OF PAVEMENTS AND CONCRETE SLABS**

### **PART 1: GENERAL**

- 1.1 DESCRIPTION: The work of this section consists of demolition and removal of pavements and concrete slabs. The work includes filling and grading.
- 1.2 QUALITY ASSURANCE: Comply with safety requirements for demolition, ANSI A10.6-83.
- 1.3 PROJECT CONDITIONS:
  - A. Keep dust to a minimum at removal site and on haul roads. Use sprinklers or water trucks as necessary.
  - B. Ensure safety of persons in demolition area.

## **PART 2: PRODUCTS**

### **PART 3: EXECUTION**

- 3.1 PREPARATION: Protect buildings, structures, utilities, concrete/asphalt and vegetation to remain.
  - A. Provide Pedestrian and Traffic Control as necessary to ensure safe public access through the construction / demolition area.
- 3.2 DEMOLITION:
  - A. Pavement and Slabs: Scarify or rip bituminous pavement; break up concrete. Saw cut concrete and asphalt adjacent to new construction. Remove completely.
- 3.3 DISPOSAL:
  - A. Dispose of unsuitable and excess material offsite at approved facilities.
  - B. Salvaged Material: All salvaged material remains the property of the City. Store where directed by City.

END OF SECTION 02050

**SECTION 02115 CLEARING AND GRUBBING**

**PART 1 - GENERAL**

CLEARING AND GRUBBING shall conform to the provisions of Section 16, "Clearing and Grubbing", of Caltrans Standard Specifications and the following special provisions.

Limits of work shall include the proposed street limits included in Appendix B.

**Caution:**

1. All existing raspberry bush/plants shall be protected during project operations and not cleared and grubbed.
2. Tress and bushes at adjacent residential fence line/property line shall be protected and not cleared and grubbed

1.1 SUMMARY

- This Section includes, but is not limited to, the following:
  - Protection of existing trees.
  - Clearing and grubbing.
  - Removing of existing site trash
  - Removing of existing site debris
  - Removing of existing site wood chips
  - Removing of existing Asphalt Concrete debris
  
- B. Related Sections: The following sections are noted as containing requirements that relate to this Section, but may not be limited to this listing.
  1. - Earthwork.

1.2 DESCRIPTION:

- A. Provide complete removal of marked trees, shrubs and underbrush as determined by the City of Saratoga Public Works Department as necessary to complete project.
  
- B. Any pruning of trees shall be performed under the supervision of an International Society of Arboriculture (ISA) Certified Arborist and according to ISA standards.
  
- C. A preconstruction meeting shall be held with the contractor following prior to

start of work to review tree protection measures.

- D. Unless otherwise approved, all construction activities shall be conducted outside the designated fenced area, including the time after fencing is removed. Construction activities include, but are not limited to, demolition, grading, trenching, equipment cleaning, stockpiling and dumping materials (including soil fill), and equipment/vehicle operation and parking.
  - E. Any approved grading or trenching beneath tree canopies shall be performed manually using shovels.
  - G. **City of Saratoga Tree Protection Ordinance:** Article 15-50 of the City of Saratoga's Municipal Code (i.e., Tree Protection Ordinance) outlaws the removal, damage, pruning, or encroachment upon any protected tree located on private or public property without first having obtained a tree removal, pruning, or encroachment permit from the City. A protected tree is defined as any of the following:
    - Any native tree having a diameter at breast height (dbh) of 6 inches (in) or greater
    - Any other tree having a dbh of 10 in or greater
    - Any street tree (i.e., within public street or right-of-way)
    - Any heritage tree, defined in Article 15.50.020(I) as "any tree of historic significance as a tree having historic value related to the heritage of the City and designated by action of the City Council upon recommendation of the Heritage Preservation Commission"
- 3.1 Any tree required to be planted, retained, or replaced under other provisions of the Municipal Code

1.3 SCHEDULING:

- A. Notify Owner's Representative 48 hours prior to beginning work.

## **PART 2- PROJECT CONDITIONS**

- A. **Traffic:** Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities, unless otherwise noted, without permission from authorities having jurisdiction.
- B. **Protection of Existing Improvements:** Provide protections necessary to prevent damage to existing improvements indicated to remain in place.

- A. Protect improvements on adjoining properties and on Owner's property.
- B. Restore damaged improvements to their original condition, as acceptable to property owners.
- C. Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place on Owner's property, in street right of way and in creek right of way, against unnecessary cutting, breaking or skinning of roots, skinning or bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.
  - A. Water trees and other vegetation to remain within limits of contract work as required to maintain their health during course of construction operations.
  - B. Provide protection for roots over 1-1/2 inch diameter that are cut during construction operations. Coat cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.
  - C. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to Architect. Employ a licensed arborist to repair damages to trees and shrubs.
  - D. Replace trees which cannot be repaired and restored to full-growth status, as determined by arborist.

## **PART 3 - PRODUCTS**

### 3.1 MATERIALS:

- A. Tree paint: water-proof, asphalt based paint, with anti-septic properties; R.I.W. Tree Surgery Paint by Toch Bros., New York; Sherwin-Williams Pruning Compound, or approved equal.

## **PART 4 - EXECUTION**

### 4.1 PROTECTION:

- A. Provide protection of trees, shrubs, lawn areas, and other features remaining as part of final landscape.
- B. Provide protection to bench marks, existing structure, roads, sidewalks, paving, utilities and curbs against damage from clearing operations,

vehicular and foot traffic. Re-establish if disturbed.

- C. Provide designated temporary roadways, walkways, and detours for vehicular and pedestrian traffic.

#### 4.2 CLEARING:

- A. General: Remove trees, shrubs, grass and other vegetation, improvements, or obstructions as required to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. "Removal" includes digging out and off-site disposing of stumps and roots or other material.

1. Cut minor roots and branches of trees indicated to remain in a clean and careful manner, where such roots and branches obstruct installation of new construction.

- B. Topsoil: Topsoil is defined as friable clay loam surface soil found in a depth of not less than 4 inches. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other objectionable material.

2.1.1. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material.

2.1.1.1. Remove heavy growths of grass from areas before stripping.

2.1.1.2. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root system.

2.1.2. Stockpile suitable topsoil in storage piles in areas indicated or directed. Construct storage piles to provide free drainage of surface water. Cover storage piles, if required, to prevent wind erosion.

2.1.3. Dispose of unsuitable or excess topsoil same as specified for disposal of waste material, or use for fill if approved by Engineer or Owner's Geotechnical Engineer.

- C. Provide cleaning of areas as required for access to site excavation and performance of Work.

- D. Cut down marked trees and underbrush within marked areas. Grub out stumps, roots, and embedded rocks.

- E. Clear out undergrowth and deadwood, up to an eight foot height, without disturbing sub-soil.

- F. Do not disturb trees or roots of trees or shrubs which are to remain.

#### 4.3 CLEAN UP:

- A. Burning on Owner's Property: Burning is not permitted on Owner's property.

- B. Removal from Owner's Property: Remove waste materials and unsuitable or excess topsoil from Owner's property, except as otherwise noted.

4.4 MEASUREMENT

- A. Site clearing and grubbing shall be measured on a lump sum basis.

4.5 PAYMENT

- A. The lump sum price paid for site clearing and grubbing shall include compensation for furnishing all materials, labor, equipment and incidentals for doing all the work involved in site clearing and grubbing as required in the Special Provisions, shown on the Plans herein, but excluding any work for which there is a pay item in the Contract.

END OF SECTION 02115

## SECTION 02200 EARTHWORK

### 1 DESCRIPTION

This section shall consist of excavating, filling, stockpiling, removing, and satisfactorily disposing of all materials within the limits of the work required to construct the roadways and other areas for drainage or other purposes in accordance with these special provisions, and as specified in Section 19, Earthwork of the State of California Department of Transportation Standard Specifications, latest edition and subsequent addenda, and in conformity with the dimensions and typical sections shown on the plans and with the lines and grade established by the Engineer.

### 2 MATERIALS

2.1 All suitable material taken from excavation shall be used in the formation of subgrade and for backfilling as indicated on the plans or as directed by the Engineer.

2.2 CLASSIFICATION All material excavated shall be defined as Unclassified Excavation.

2.3 FILL MATERIAL There are two types of acceptable fill materials.

A. General Fill. All fill material shall be a soil or soil-rock mixture which is free from organic matter, rubble or other deleterious substances. The fill material shall not contain rocks or lumps over 6 inches in greatest dimension, and not more than 15 percent larger than 2-1/2 inches.

B. Select Fill. Select fill shall meet the above requirements for general fill and in addition it shall have a plasticity index no greater than 15.

### 3 CONSTRUCTION METHODS

3.1 GENERAL The rough excavation shall be carried to the necessary depth to obtain the specified depth of subgrade densification shown on the plans. Should the Contractor, through negligence or other fault, excavate below the designated lines, he shall replace the excavation with approved materials, in an approved manner and condition, at his own expense. The Engineer shall have complete control over the excavation, moving, placing, and disposition of all material and shall determine the suitability of material to be placed in embankments. All material determined unsuitable shall be disposed of offsite. Topsoil shall not be used in fills or in subgrades but shall be disposed of offsite.

The Contractor shall inform and satisfy himself as to the character, quantity, and distribution of all material to be excavated. No payment will be made for any excavated material which is used for purposes other than those designated. All point areas shall be leveled to a uniform line and section and shall present a neat appearance before project acceptance.

Those areas outside of the pavement areas in which the top layer of soil material becomes compacted due to hauling or to any other activity of the Contractor, shall be scarified and diced to a depth of 4 inches, as directed, to loosen and pulverize the soil.

3.2 EXCAVATION Excavation shall be performed as indicated on the contract plans to the lines, grades, and elevation shown or as directed by the Engineer, and shall be made so that the requirements for formation of embankments can be followed. No excavation or stripping shall be started until the Engineer has staked out the proposed work. All material encountered within the limits indicated shall be removed and disposed of. During the process of excavation, the grade shall be maintained so that it will be well drained at all times.

Mulch, peat, matted roots, or other yielding material, unsatisfactory for subgrade foundation, shall be removed to the depth specified, to provide a satisfactory foundation. Where roots of adjacent trees are encountered the roots are not to be cut but are to be protected with layers of wet burlap. Unsatisfactory materials shall be disposed of offsite at no additional cost. The portion so excavated shall be refilled with suitable selected material as specified, obtained from the grading operations or borrow area and thoroughly compacted by rolling. The necessary refilling will constitute a part of the embankment. Where trenching out is done to provide for a course of pavement, the depths thus creased shall be ditched at frequent intervals to provide adequate drainage. Widening or narrowing of the section and raising or lowering of the grade to avoid haul will not be permitted.

The installation and removal of utilities required to permit the orderly progress of work will be accomplished by local agencies, unless otherwise shown on the plans. All existing foundations shall be excavated for at least 2 feet below the top of the subgrade and the material disposed of as directed. All foundation thus excavated shall be backfilled with suitable material and compacted.

In cut areas, the subgrade under areas to be paved shall be compacted as specified on the plan. Material shall be moistened as specified on the plans prior to compaction. Any unsuitable materials encountered shall be removed from the site at no extra cost in accordance with Section 21 of the State of California Department of Transportation Standard Specifications latest edition and subsequent addenda for Class A<sub>e</sub> subgrade.

Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

In cuts, all loose or protruding rocks on the back slopes shall be barred loose or otherwise removed to line or finished grade of slope. All cut-and-fill slopes shall be uniformly dressed to the slope, the typical section, and alignment shown on the plans.

Any excess excavation material from common excavation or trench spoil shall be stockpiled in a neat and uniform manner. Where any old fill materials or soft zones are exposed by excavation to the subgrade level, they shall be overexcavated and replaced with compacted fill. The Engineer shall approve the overexcavation before any additional earthwork is done.

3 EQUIPMENT

The Contractor may use any type of earthmoving, compaction, and watering equipment he may desire or has at his disposal, provided the equipment does not damage below grade structure or existing tree roots, is in a satisfactory condition and is of such capacity that the construction schedule can be maintained as planned by the Contractor and as approved by the Engineer in accordance with the calendar days bid for the construction. The Contractor shall furnish, operate, and maintain such equipment as is necessary to control uniform density, layers, section, and smoothness of grade.

4 PREPARATION AND PROTECTION OF THE TOP OF THE SUBGRADE. On areas to be paved, the specified depth cut areas shall be compacted to the density specified on the plans. When completed, the surface shall be true to the lines, grades, and cross sections shown on the plans.

After all drains, structures, ducts, and other underground appurtenances along the edges or under the pavement have been completed, the subgrade shall be compacted to the depth specified. Any irregularities or depressions that develop under rolling shall be corrected by loosening the material at these places and adding, removing, or replacing material until the surface is smooth and uniform. Any portion of the area which is not accessible to a roller shall be compacted to the required density by approved mechanical tampers. The material shall be sprinkled with water during rolling or tamping, when directed by the Engineer.

At all times, the top of the subgrade shall be kept in such condition that it will drain readily and effectively. In handling materials, tools, and equipment, the Contractor shall protect the subgrade from damage by laying planks when directed and shall take other precautions as needed. In no case will vehicles be allowed to travel in a single track. If ruts are formed, the subgrade shall be reshaped and rolled.

5 TOLERANCES In those areas upon which a subbase or base course is to be placed, the top of the subgrade shall be of such smoothness that, when tested with a 16-foot straightedge applied parallel and at right angles to the centerline, it shall not show any deviation in excess of 2 inch, or shall not be more than 0.05 foot from true grades established by grade hubs or pins. Any deviation in excess of these amounts shall be corrected by loosening, adding or removing materials, and recompacting by sprinkling and rolling.

6 SUBGRADE PREPARATION The subgrade shall be graded and prepared as specified in Section 21, Subgrade Preparation and the "Special Subgrade Requirements" shown on the Plans. The "Special Subgrade Requirements" supercede the City Standard Specifications/Plan Details.

END OF SECTION 02200

## **SECTION 02210 -EXCAVATION, EMBANKMENT AND COMPACTION**

### **PART 1 - GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Excavating and grading for site, landscaping areas and sidewalks.
- B. Construction of all embankments.
- C. Compaction of all subgrade.
- D. Fine grading.
- E. Rolling and all other work necessary for the completion of the subgrade and slopes.
- F. Placement of Bedding Materials.

#### **1.2 RELATED SECTIONS**

- A. Section 02221: TRENCHING, BEDDING, BACKFILL AND COMPACTION.
- B. Section 02115: CLEARING AND GRUBBING

#### **1.3 REFERENCES**

- A. American Association of State Highway and Transportation Officials (AASHTO):  
AASHTO T-180 Moisture-Density Relations of Soils Using a 10-In Rammer and an 18-inch Drop  
Standard Specifications, State of California Department of Transportation.  
ASTM D 698-91 Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft (600kN-m/m)).

#### **1.4 QUALITY ASSURANCE**

- A. Codes and Standards: Perform excavation work in compliance with applicable requirements of authorities having jurisdiction.

#### **1.5 PROJECT CONDITIONS**

- A. Site Information: Data in subsurface investigation reports was used for the basis of the design are included in these Contract Documents and are available to the contractor for information only. Conditions are not intended representations or warranties of accuracy or continuity between soil borings. The Owner will not be responsible for interpretations or conclusions drawn from this data by contractor.
- B. Existing Utilities: Locate existing underground utilities in areas of excavation

work. If utilities are indicated to remain in place, provide adequate means of support and protection during earthwork operations.

- (1) Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- (2) Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shutoff of services if lines are active.

C. Use of Explosives: Use of explosives is not permitted.

D. Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights.

1. Operate warning lights as required by authorities having jurisdiction.
2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
3. Perform excavation by hand within dripline of large trees to remain. Protect root systems from damage or dryout to the greatest extent possible. Maintain moist condition for root systems and cover exposed roots with moistened burlap.

## 1.6 DEFINITIONS

- A. Unclassified Excavation: Any and all earthen materials encountered, including rocks and boulders smaller than 0.5 cubic yards, during construction.
- B. Embankment Fill: Earthwork consisting of embankments, including preparation of area upon which they are to be placed, placing and compacting of approved material, backfill within areas where unsuitable materials have been removed, and placing and compacting of embankment material in holes, pits and other depressions to lines and grades shown on Drawings. Embankment Fill shall be granular, non-expansive material free of trash, debris, rock less than 3" in diameter, and organics. Prior to placement of the new embankment fill, all vegetation, organic soils, and highly compressible soils shall be removed. The Engineer shall review the exposed subgrade prior to the placement of embankment fill material. The Contractor shall proof roll embankment areas if requested by the Engineer.
- C. Rock Excavation: Rock excavation shall consist of igneous, metamorphic, and sedimentary rock and boulders exceeding one cubic yard which cannot be excavated without blasting or the use of rippers equivalent to a Caterpillar D7

with ripper or a Caterpillar 225 track mounted backhoe with "rock teeth".

- D. Borrow: Backfill or embankment material which must be acquired from designated borrow areas to make up deficient areas which cannot be completed from excavation within work limits.
- E. Proof Rolling: The application of test loads over a subgrade surface by means of a heavy pneumatic-tired vehicle to locate weak areas in subgrade.
- F. Subgrade Stabilization: The placement of stabilization material in areas of over-excavation, as replacement of unsuitable insitu material, or in areas of high water table to stabilize the insitu material.
- G. Structure Backfill: Earthwork around a buried structure to bring the adjacent surface to the design grade, including preparation of the excavation floor and walls and placing and compacting of approved structure backfill material.
- H. Structure Bedding Material: Material as indicated on the construction drawings to be placed under cast-in-place reinforced concrete structure and other indicated structures.
- I. Pipe Bedding: Bedding material placed in a trench bottom in preparation for laying a pipe or conduit and shall meet the requirements of Class "B" Bedding as given in the Standard Specifications for the City of Saratoga.
- I. Subsurface Drain: Free draining granular material placed in a trench usually with a perforated pipe to drain ground water. Subsurface Drain Material is specified in Section 02410.
- J. Imported Structure Backfill: Imported Structural Backfill Material shall be used when suitable on-site materials are not available. Off-site Structural Backfill Materials as necessary to supplement available on-site Structure Backfill must be non-expansive material free of trash, debris and organics and no larger than 3" in any dimension.
- L. Aggregate Base Course shall be placed on prepared subgrade as indicated on the Construction Drawings. Aggregate base course is specified in Section 02232.

#### 1.7 CARE AND RESTORATION OF PROPERTY

- A. On paved surfaces, the Contractor shall not use or operate tractors, bulldozers, or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise damage such surfaces.
- B. All lawns, irrigation systems, paved surfaces, roadways, and structures which have been damaged by the contractor's operations shall be restored to a condition at least equal to that in which they were found immediately prior to the beginning of operations.
- C. The restoration of existing property or structures shall be completed as promptly

as practicable and shall not be left until the end of the construction period.

**PART 2 - PRODUCTS**

**2.1 MATERIALS**

- A. Embankment Fill Material shall classify as GW, GP, SW, SP, GC, GM, SC, or SM in accordance with the United Soil Classification System. Embankment Fill Material shall be granular, non-expansive material free of trash, debris, and organics. Material shall consist of 3" minus material having less than 35% passing the No. 200 sieve, a liquid limit less than 30 and a plasticity index less than 15. The onsite sands and gravels are suitable materials. Onsite clays will be expansive in a compacted condition and are not suitable materials under sidewalks or structures.
- B. Stabilization material shall meet the gradation of "No. 4 Coarse Aggregate" as specified in Section 703.02 of the California Department of Transportation CALTRANS Standard Specifications. Stabilization Material shall meet the following gradation requirements.

<u>Sieve Size</u>	<u>Percentages Passing Designated Sieve Sizes</u>
2 inches	100
1.5 inch	90-100
1 inch	20-55
3/4 inch	0-15
3/8 inch	0-5

- C. On-site Structure Backfill Material shall consist of suitable materials developed on the project. To be suitable for use under this classification, backfill shall be free of frozen lumps, wood, or other organic material, it shall consist of 3" minus material having less than 35% passing the No. 200 sieve, a liquid limit less than 30 and a plasticity index less than 15. If the material contains rock fragments that, in the opinion of the Engineer, will be injurious to the structure, the native material shall not be used and material shall be imported that meets the requirements for imported structure backfill.
- D. Structure Bedding Material shall meet the gradation of No. 4 Coarse Aggregate as specified by Section 7.03.02 of the CALTRANS Standard Specifications.
- E. Imported Structure Backfill shall meet the requirements of Class I Structure Backfill as specified in Section 703.08 of the CALTRANS Standards Specifications. In addition, this material shall have a liquid limit not exceeding 35 and a plasticity index of not over six when determined in conformity with AASHTO T 89 and T 90, respectively.

IMPORTED STRUCTURE BACKFILL

<u>Sieve Size</u>	<u>Percent Passing</u>
2-inch	100
No. 4	30 to 100
No. 50	10 to 60
No. 200	5 to 20

- F. Clean sand shall meet the following gradation requirements:

CLEAN SAND

<u>Sieve Size</u>	<u>Percent Passing</u>
3/8 inch	100
No. 200	0 to 5

- G. Subsurface Drain Material Type 1 shall meet the gradation of No. 4 Coarse Aggregate as specified by Section 7.03.02 of the CALTRANS Standard Specifications.
- H. Class "B" Pipe Bedding shall be a well-graded crushed stone or slag. When tested by means of laboratory sieves it shall conform to the following requirements: (AASHTO M43, No. 67 gradation).

<u>Sieve Size</u>	<u>Percent Passing</u>
1 inches	100
3/4 inch	90-100
3/8 inch	20-55
No. 4	0-10
No. 8	0-5

When crushed gravel or stone is used, at least 50 percent, by weight, of the particles retained on the No. 4 sieve and above shall have at least two (2) fractured faces.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect subgrade against freezing temperatures or frost. Provide protective insulating materials as necessary.
- B. Provide erosion control measures to prevent erosion or displacement of soil and

discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways. See Section 02400.

- C. Prior to placement of new embankment fill, structure backfill, or bedding material all vegetation, organic soils, and highly compressible soils shall be removed. The Engineer shall review the exposed subgrade prior to placement of new embankment fill, structure backfill or bedding material.
- D. Prior to placing embankment fill, the area shall be proof rolled to ensure the subgrade has been properly prepared. Any soft spots detected shall be removed to 1.0' below subgrade and stabilized with Embankment Fill Material at no extra cost. If stabilization deeper than 1.0' is required and in areas of high water table, refer to subgrade stabilization below.

### 3.2 EXCAVATION, EMBANKMENT, AND COMPACTION

- A. Prior to placing embankment fill, the area shall be proof rolled to ensure the subgrade has been properly prepared. Any soft spots detected shall be removed and stabilized.
- B. Excavation operation, the forming of embankment, excess material stockpiles and the shaping of the subgrade, walkways and side slopes shall be in accordance with methods herein specified.
- C. When grading occurs around existing trees, the Contractor shall stay 1 foot per caliper inch away from the tree.
- D. In excavation operations, and in the formation of embankments, operations shall be so conducted as to provide positive drainage at all times subject to the provisions in the Drawings and Specifications regarding erosion control measures.
- E. The Contractor shall satisfy himself of the character of the material to be moved. Rock, if encountered, shall be excavated to a depth of six (6) inches below subgrade, and backfilled with embankment material. When rock excavation is encountered as defined in Part 1 of this specification, the Contractor shall notify the Engineer for field verification.
- F. Embankment fill material and structure backfill shall be excess cut material from the site excavation or imported material. The material shall be placed in successive horizontal layers not exceeding eight (8) inches in depth (loose measurement) and shall be compacted with suitable compactors to not less than the following percentages of the maximum dry density as determined in accordance with ASTM D 698:

COMPACTION SPECIFICATION TABLE

Location	Cohesive Soils % Max Dry Density	Non-cohesive Soils % Max Rel. Density
Scarified subgrade under an embankment, fill under roads and drainage channels	95%	75%
Embankment under structures	100%	80%
All Other Areas	90%	70%

During compaction, the moisture content of the embankment material shall be controlled to within plus or minus 2 percent of the optimum moisture content determined in accordance with ASTM D 698. For compaction of the embankment material, the contractor shall provide kneading rollers, vibratory sheepsfoot rollers, rubber-tired rollers, vibratory rollers or whatever other type of compaction equipment is necessary to achieve the compaction requirements indicated above. The Contractor is advised that drying of the excavated material may require spreading, disking, or other material may require spreading, disking, or other material handling and rehandling procedures. Whenever the embankment material is either wetted or dried to adjust its moisture content, the material should be tilled or otherwise thoroughly mixed so that the moisture content is uniformly distributed within each layer of soil placed. Mobilizing different types of compaction equipment as required and handling the embankment material to adjust its moisture content will not be basis for any additional compensation to the Contractor beyond the unit prices bid for applicable work items.

- H. When embankment is to be superimposed upon undisturbed (natural) soil, the surface shall be scarified to a depth of six (6) inches and compacted to 100% of the maximum dry density as determined in accordance with ASTM D 698. The moisture content of the scarified material shall be adjusted as required to achieve the required compaction. In cut areas, the upper 6 inches shall be scarified and re-compacted to 100% of the maximum dry density as determined in accordance with ASTM D 698.
- I. No frozen material shall be placed in embankments, and any material which freezes after being placed in embankment shall not be covered over until it has thawed out and been re-compacted, if necessary, or removed.
- J. Excavated areas shall be watered by the contractor as required to prevent the propagation of dust.
- K. After completion of embankment construction, topsoil shall be spread in the areas shown on the Drawings and seed, sod or plantings placed in areas designated on the construction drawings.

- L. All cast-in-place concrete structures, and retaining walls shall be bedded with structure bedding a minimum of 12" deep under the structure, or as otherwise detailed on the Construction Drawings.

### 8.3 SUBGRADE STABILIZATION

- A. When excessively soft or yielding material is discovered in excess of one foot deep below the subgrade, the Contractor shall notify the Engineer. Upon verification of the unsuitable material, the Engineer may approve excavation and removal of the material and replacement with Stabilization Material. If the soft or yielding materials was caused by the Contractor's operations, no extra payment will be made.
- B. When a high water table is discovered, the Contractor shall notify the Engineer. Upon verification of the high water table, the Engineer may approve over excavation and backfill with Stabilization Material. Subgrade stabilization will not be approved as a substitute for proper dewatering. Should the Contractor over excavate below or outside the cut limits shown on the drawings, he shall at this own expense backfill the excavation to the proposed subgrade. For this backfill in dry conditions, Embankment Fill Material compacted in accordance with the Compaction Specification Table may be used. In wet conditions, Stabilization Material may be required by the Engineer.

### 3.4 ACCEPTANCE REQUIREMENTS

#### A. TOLERANCES

1. Finished surfaces shall be fine graded so they are free-draining and shall be within an allowable tolerance of plus or minus 0.10 foot from the grades shown on the Drawings, minus the thickness of surface course materials or replaced topsoil layer.
2. Regardless of the specified tolerance, all grading and compaction shall be performed in such a manner that finished surfaces are in uniform planes with no abrupt breaks in the surface and the ground is free-draining.

#### B. COMPACTION

1. All fill material shall be placed to the dry densities listed in the Compaction Specification Table as a minimum.

### 3.5 EROSION CONTROL

- A. Provide erosion control methods in accordance with the Construction Drawings and Section 02400.

### 3.6 MAINTENANCE

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- D. Settling: Where settling is measurable or observable at excavated areas, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### 3.7 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, trash, and debris, and dispose of it off Owner's property.

END OF SECTION 02210

**SECTION 02232 AGGREGATE BASE COURSE**

**PART 1 - GENERAL**

1.1 DESCRIPTION:

Provide granular base beneath paving.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Earthwork - Section 02200.
- B. Asphaltic Paving - Section 02511.
- C. Walks - Section 02515.
- D. Cast-in-place Concrete - Section 03300.

1.3 COORDINATION:

Coordinate sub-grade preparation with earthwork and utility trades.

**PART 2 - PRODUCTS**

2.1 GRANULAR BASE MATERIAL:

Aggregate base shall conform to the requirements of Section 26 of the State Standard Specifications and the City Standard Specifications. Recycle rock will not be accepted.

**PART 3 - EXECUTION**

3.1 SUBGRADE PREPARATION:

A. General: Complete the grading operations and prepare the subgrade for paving. The subgrade is defined as that portion of the road bed upon which the granular base is to be placed. Finish the subgrade to lines, grades and sections shown on the drawings. Remove and replace soft, yielding material, clods or other material with suitable materials. Scarify the upper six inches in both cuts and fills and compact to a uniform density, as determined in accordance with "Compaction Ratio Method, for Selection of Density and Soils and Base Materials in Place."

B. Compaction: Compact the top 6" subgrade to meet the following density requirements:

Soils Plasticity Density Required	
<u>Index</u>	<u>Optimum Moisture</u>

20 or more 90%  
20 or less 95%

- C. Rock Subgrade: Loosen encountered rock to a depth of twelve inches below the required subgrade elevation and replace with suitable materials from the excavation. Compact to the density specified above.
- D. Maintaining Density: Do not allow the finished subgrade to be disturbed by traffic or other operations. Recompress the subgrade in the manner specified above when the subgrade becomes softened by rain or frost action, or other cause to the extent that it does not have the specified density and moisture content at the time of placement of the next course.

3.2 BASE MATERIAL:

- A. General: Install base course in maximum six inch lifts.

3.3 COMPACTION:

"Density Control" method of compaction is to be used, and the following provision shall apply:

- A. Density: Compact the base at not less than optimum moisture to provide a density of not less than 95% of standard proctor.
- B. Grade Surfaces: Smooth to within plus/minus 0.10 feet established base course elevations. Maintain in smooth compacted condition until final surface is placed.

END OF SECTION 02232

## SECTION 02510 WEDGE GRIND/CUT

### PART 1: GENERAL

1.1 DESCRIPTION: The work of this section consists of wedge grinding/cut.

### PART 2: EXECUTION

- 2.1 Wedge grind/cut existing pavement to a minimum of 0.17' (FT) at lip of gutter, face of curb or AC conforms.
- 2.2 The wedge grind/cut width at lip of gutter or face of curb shall be a minimum of 6 feet and a minimum of 16 feet wide for AC conforms.
- 2.3 At edge of pavement where new AC Dike will be placed, wedge grind/cut will not be required unless indicated in the Drawings.
- 2.4 Provide Pedestrian and Traffic Control as necessary to ensure safe public access through the wedge grind/cut area. Contractor to provide barricades with attached "UNEVEN PAVEMENT SURFACE" signs through out the wedge grind/cut limits.
- 2.5 DISPOSAL: Disposed of unsuitable and excess material offsite at approved facilities.

END OF SECTION 02510

## **SECTION 02511 HOT-MIXED ASPHALT PAVING**

### **CALTRANS TYPE B ASPHALT CONCRETE**

1. Reference to asphalt concrete in this document shall be of Type B Medium, 1/2 inch maximum aggregate size, medium graded, per Section 39 of the Caltrans Standard Specifications for Construction of Local Streets and Roads, May 2006 Edition.
2. Reference to Repaired Failed Street Section (RFSS) in this document shall be of Type B Medium, 3/4 inch maximum aggregate size, medium graded, per Section 39 of the Caltrans Standard Specifications for Construction of Local Streets and Roads, May 2006 Edition.
3. **Paver: Shall have a sonar sensor with a paving leveling ski.**
4. Recycle Asphalt Product (RAP) will not be accepted (virgin mix only).

### **PART 1) - GENERAL**

#### **a) RELATED DOCUMENTS**

- i) Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### **b) SUMMARY**

- i) This Section includes provisions for hot-mixed asphalt paving and base over prepared subbase and all work specified herein, and as shown on the drawings.
- B. Related Sections: The following sections are noted as containing requirements that relate to this Section, but may not be limited to this listing:
  1. Division 2 - Site Clearing, and Earthwork

#### **c) SUBMITTALS**

- i) General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- ii) Material Certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.

#### **1.4 QUALITY ASSURANCE**

- A. Codes and Standards: Comply with State of California, Department of Transportation, Caltrans Standard Specification (latest edition), and with local regulations if more stringent than herein specified.

#### **1.5 SITE CONDITIONS**

- A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50 deg F (10 deg C) and when temperature has not been below 35 deg F (1 deg C)

for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.

- B. Construct hot-mixed asphalt surface course when atmospheric temperature is above 40 deg F (4 deg C) and when base is dry. Base course may be placed when air temperature is above 30 deg F (minus 1 deg C) and rising.
- iii) Grade Control: Establish and maintain required lines and elevations.

## PART 2) - PRODUCTS

### a) MATERIALS

- i) General: Use locally available materials and gradations that exhibit a satisfactory record of previous installations.
  - ii) Base Coarse Aggregate: Sound, angular crushed stone, crushed gravel, or crushed slag, sand, stone, or slag screenings. Comply with Caltrans Standard Specification, Section 26 for Class 2 base.
  - iii) Herbicide Material: Commercial chemical for weed control, registered by Environmental Protection Agency Provide granular, liquid, or wettable powder form.
- D. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:
1. Ciba-Geigy Corp.
  2. Dow Chemical U.S.A.
  3. E.I. Du Pont de Nemours & Co., Inc.
  4. FMC Corp.
  5. Thompson-Hayward Chemical Co.
  6. U.S. Borax and Chemical Corp.
- E. Prime Coat: Cutback asphalt type AASHTO M82 (ASTM D2027) SC-3, SC-70, or SC-250.
  - F. Tack Coat: Emulsified asphalt, AASHTO M140 (ASTM D 997) or AASHTO M208 (ASTM D2397) SS-1, SS-1h, CSS-1, or CSS-1h, diluted with one part water to one part emulsified asphalt.
  - G. Surface Course Aggregate: Crushed stone, crushed gravel, crushed slag and sharp edged natural sand.
  - H. Asphalt Cement: Conform to AASHTO M226 (ASTM D3381) and to Caltrans Standard Specification, Section 39; provide viscosity grade AR-8000.
  - K. Header Boards: "Foundation Grade" (Selected from Construction Heart) Redwood as specified in Paragraph 316 "Standard Specifications for Grades of California Redwood Lumber", November 1970 Edition.

- L. Pavement Stripes and Pavement Markings: Paint Type, per Section 84 of the Caltrans Standard Specifications for Construction of Local Streets and Roads, May 2006 Edition
- M. Pavement Markers: per Section 85 of the Caltrans Standard Specifications for Construction of Local Streets and Roads, May 2006 Edition

## 2.2 ASPHALT-AGGREGATE MIXTURE

- A. Asphalt concrete pavement sections 3 inches thick or less shall be installed in single lift.
- B. Asphalt concrete pavement sections greater than 3 inches thick shall be installed in two (2) lifts in conformity with Caltrans' Standard Specifications, Section 39:
  - 1. Base Lift: 1-1/2" minimum, Type "B" asphalt concrete, 3/4" maximum aggregate size, medium graded.
  - 2. Top Lift: 1-1/2" minimum, Type "B" asphalt concrete, 3/4" maximum aggregate size, medium graded.
- C. Asphalt Concrete Dike: Type A asphalt concrete, 3/8", and maximum aggregate size.

## PART 3) - EXECUTION

### a) SURFACE PREPARATION

- A. Remove loose material from compacted subbase surface immediately before applying weed control agent.
- B. Proof-roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.
- C. Notify Contractor of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.
- D. Base Course: Place and compact aggregate base course to thicknesses required for each section. Compact base course to 95% minimum relative compaction. Comply with requirements of Standard Specification, Chapter 26.
- E. Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry subbase prior to placement of base course. Extreme care shall be exercised during application that no weed killer is applied to area(s) not to be paved.
- F. Prime Coat: Apply at rate of 0.20 to 0.50 gal. per sq. yd., over compacted subgrade. Apply material to penetrate and seal, but not flood, surface. Cure and dry as long as necessary to attain penetration and evaporation of volatile.
- G. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into hot-mixed asphalt pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface.

- H. Allow to dry until at proper condition to receive paving.
- I. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.
- J. Installation of Header Boards: Install header boards at all pavement edges not bound by concrete curbs. Provide header boards of size and thickness detailed or noted on the drawings, if no size is indicated; provide 2x4 header boards. Set header board true to lines and grades, staked as detailed. Construct curves with nailed up laminations to required thickness. All butt joints, back joint both sides with 1"x3"x12" strips, nailed through and clinched.
- K. Existing Asphaltic Concrete Paving:
  - 1. Repair damage caused by construction operations and restore to condition prior to construction.
  - 2. Restoration may be accomplished by patching defects, resurfacing, completely replacing, or combination of these measures, but measure taken shall be adequate for work of restoration required and shall be subject to the Engineer's approval.
- L. Seal Coat: Apply fog seal coat, and when indicated on the drawings, a slurry seal, in accordance with CSS Section 37 to all existing and new asphaltic concrete paving.
  - 1. Mask adjoining surfaces and areas, including curb faces, and take all other necessary precautions as required to prevent over-spray and splatter of the seal coat material on the adjacent surfaces or areas. In the event the precautions taken are not adequate, clean all traces of over-spray and splatter from all surfaces to the satisfaction of the Engineer.

b) PLACING MIX

- i) General: Place hot-mixed asphalt mixture on prepared surface, spread, and strike off. Spread mixture at minimum temperature of 225 deg F (107 deg C). Place areas inaccessible to equipment by hand. Place each course to required grade, cross-section, and compacted thickness.
- ii) Paver: Shall have a sonar sensor with a paving leveling ski.
- iii) Paver Placing: Asphalt pavers shall be self-propelled mechanical spreading and finishing equipment, provided with a screed or strike-off assembly capable of distributing the material to no less than the full width of traffic lane, unless otherwise acceptable to Engineer. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course.
- iv) Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.

- v) Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other sections of hot-mixed asphalt course. Clean contact surfaces and apply tack coat.
- vi) Curbs: Construct curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust.
- vii) Place curb materials to cross-section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms as soon as material has cooled.

c) ROLLING

- i) General: Begin rolling when mixture will bear roller weight without excessive displacement.
- ii) Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.
- iii) Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- iv) Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been evenly compacted.
- v) Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained 96 percent laboratory maximum compacted density.
- vi) Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot-mixed asphalt. Compact by rolling to specified surface density and smoothness.
- vii) Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- viii) Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.4 DIKES

- A. Asphalt dikes shall be placed on newly laid asphalt pavement free from dust.
- B. Dikes shall be shaped and compacted with an extrusion machine or other equipment capable of shaping and compacting the material to the required cross section.

3.5 TRAFFIC, PARKING STALL AND LANE MARKINGS

- A. Cleaning: Sweep and clean surface to eliminate loose material and dust.
- B. Remove existing parking stall painting by sand blasting.
- C. Striping: Paint Type, per Section 84 of the Caltrans Standard Specifications for Construction of Local Streets and Roads, May 2006 Edition
- D. Do not apply traffic and lane marking paint until layout and placement have been verified with Engineer.
- E. Apply paint with mechanical equipment to produce uniform straight edges. Apply at manufacturer's recommended rates to provide minimum 12 to 15 mils dry thickness. Use white color for normal striping, unless otherwise noted. Use blue color at handicap facilities.

3.6 WHEEL STOPS

- A. General: Secure wheel stops to hot-mixed asphalt surface with not less than two 3/4-inch-diameter galvanized steel dowels embedded in precast concrete at 1/3 points.

3.7 FIELD QUALITY CONTROL

- A. General: Testing in-place hot-mixed asphalt courses for compliance with requirements for thickness and surface smoothness may be done by City's testing laboratory. Repair or remove and replace unacceptable paving as directed by Engineer.
- B. Thickness: In-place compacted thickness tested in accordance with ASTM D 3549 will not be acceptable if exceeding following allowable variations:
  - (1) Total Asphalt Concrete Section: Plus or minus 1/4 inch.
- C. Surface Smoothness: Test finished surface of each hot-mixed asphalt course for smoothness, using 10-foot straightedge applied parallel with and at right angles to centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:
  - 1. Base Course Surface: 1/4 inch.
  - (2) Wearing Course Surface: 3/16 inch.
- D. Check surface areas at intervals as directed by Engineer.
- E. Drainage: After completion of paving work, all paving shall be flooded with water, and any resulting "ponds" shall be ringed with chalk. Such hollows shall be corrected with addition of asphalt concrete and rerolling until paving is completely level and free from hollows and high spots.

END OF SECTION 02511

## **SECTION 02515 WALKS, CURBS, RAMPS AND GUTTERS**

### **PART 1: - GENERAL**

**DESCRIPTION:** The work of this section consists of constructing walks, curbs, ramps and gutters. Class B Portland Cement Concrete (5 sack mix with 1 pint lampblack /cubic yard.

Constructing walks, curbs, ramps and gutters shall conform to the conform to provisions of Section 73 from Caltrans Standard Specifications May 2006

Ramps shall be Caltrans 2006 Case "A" and "G" Ramp. The width of the ramp shall be eight (4) feet wide with raised truncated dome pattern (in line) detectable warning surface. The color shall be armor title dark grey federal color No. 36118

**ALTERNATE CONSTRUCTION METHODS:** Concrete slabs for walks shall be formed, placed, vibrated, and finished by hand using conventional methods. Concrete curbs or curbs and gutters may be constructed in the same manner, but Contractor has the option of machine placing curbs using the extrusion method or machine placing curb and gutter using the slip-form method.

### **QUALITY ASSURANCE:**

- A. Contractor / Subcontractor performing concrete work for this section shall have a minimum of five years experience.
- B. Construct a five foot (5') square sample of gray sidewalk paving, and a ten foot (10') long section of curb and gutter, to show surface texture, joints, and general appearance of acceptable work will be required. No work shall be performed until the sample has been approved and becomes the standard of comparison for acceptability of all work. The sample may be part of the work required to be placed for the project.
- C. Construct a five foot (5') square concrete sample for each color of colored concrete work, to show surface texture, color, and general appearance of acceptable work. No work shall be performed until the sample has been approved and becomes the standard of comparison for acceptability of all work. The sample will be used by the Owner to ensure all colored concrete work is a consistent color. Colored concrete work which the Owner feels deviates from the approved sample shall be removed and replaced at no additional cost to the Owner.

**1.4 SUBMITTALS:** As specified in Section 01300.

- A. Furnish statement of composition of concrete mix and evidence that mix meets specified quality.
- B. Samples of color additive material and mix design.
- A. Description of machines proposed for concrete extruding or slip-forming.
- B. Product Literature for Curing Agents
- C. Product literature for Standard and Colored Concrete elastomeric sealants
- D. Removable Plastic Expansion Joint Cap Strip

**1.5 PROJECT CONDITIONS:** Place concrete only when temperatures are above 35 degrees F, unless it is protected from freezing in accordance with ACI Cold Weather concrete provisions.

**1.6 RELATED SPECIFICATIONS:**

- Section 03100 - Concrete Formwork
- Section 03200 - Concrete Reinforcement
- Section 03300 - Cast-In-Place Concrete
- Section 03354 – Integral Colored Concrete

**PART 2: - PRODUCTS:**

- 2.1 **STRUCTURAL FILL:** As specified in Section 02210-Excavation, Embankment, and Compaction.
- 2.2 **CONCRETE:** As specified in Division 03300.
- 2.3 **COLORED CONCRETE:** Davis Colors, or approved equal
- 2.4 **CONCRETE REINFORCEMENT:** As specified in Division 03200
- 2.5 **EXPANSION DOWELS:** Smooth steel dowels conforming to AASHTO M 183 with gage metal sleeves. Size, number and spacing shall be as specified in the contract drawings.
- 2.6 **REMOVABLE PLASTIC EXPANSION JOINT CAPS:** Pre-molded plastic 1/2" expansion joint material 1/2" Dia plastic cap conforming AASHTO M 213.
- 2.7 **EXPANSION JOINT MATERIAL:** Asphalt Impregnated Cellulose Fiber, ASTM-D1751;
- 2.8 **EXPANSION JOINT SEALANTS:** Sonneborn NP 2 or approved equal
- 2.9 **CURING COMPOUND:** ASTM C309-81, Type 1 for Gray Concrete and Manufacturer's Approved Colored Curing Compound for Colored Concrete Work;
- 2.10 **CURING MATERIAL:** Waterproof paper, polyethylene sheet, clean burlap, cotton mats, or other approved material, free of substances that may cause stain or discoloration.

**PART 3: - EXECUTION**

- 3.1 **SAWCUTTING:** All concrete removal shall be to a saw joint unless it can be demonstrated that an existing joint is of such character that removal can be accomplished to a neat line. Sawcutting shall be at a depth equal to at least 1/2 the depth of the concrete. In no case shall a piece of concrete curb and gutter or crossspan be left which is closer than five feet to the nearest control joint.
- 3.2 **PREPARATION OF SUBGRADE:**
- A. Excavate to required depth and to a width equal to the width of the concrete to be placed plus one foot (1') beyond the outer edge of the concrete to be placed.
  - B. In fill areas, the material shall be placed for the full width of the concrete to be placed plus two feet (2') beyond the outer edge of the concrete to be placed and

shall slope to the existing ground on a two-to-one (2:1) slope, or as specified on the contract drawings.

- C. Place a minimum of six inches of Class VI roadbase material under all concrete sidewalks.
- D. Remove soft, yielding material and replace with select fill. Compact to a density of not less than 95 percent of the maximum density as determined by AASHTO T99-81, Method D.
- E. If tree roots are encountered in the areas to receive concrete, the root shall be cut a distance of 12" behind the area to be replaced. Prior to cutting the tree root,

3.3 MAINTENANCE OF SUBGRADE: Maintain subgrade in a compacted condition until concrete is placed.

3.4 FORMS: As specified in Division 03100 and the following:

- A. Metal or uniform warp-free lumber of a height not less than the designed depth of the adjacent concrete, coated with form release agent.
- B. Stake securely, and grade forms to ensure straight, plumb alignments. Flexible forms shall be used on all curves having a radii of less than 200 feet. Staking shall have no less than three (3) staking points per ten (10) feet of length with means for locking the form to the stake
- C. Forms with greater height than the thickness of the concrete specified may be used if the upper edge is set accurately to line and grade and the subgrade is excavated to meet the bottom edge of the forms in a slope not steeper than one inch (1) vertical to four (4) inches horizontal. The extra cost for the concrete shall be furnished at no additional cost to the City.
- D. Under no condition shall the forms be blocked up with stones, broken concrete, wood or similar materials
- E. Obtain approval of alignment and grade before placing concrete.

3.6 PLACING: Place concrete on moistened subgrade monolithically between construction joints. Deposit to full depth in one operation. Consolidate immediately. After depositing concrete, screed and darby or bullfloat.

SLAB FINISHING: After darbying or bullfloating, stop finishing until bleeding has ceased and until concrete can contain foot pressure with only about 1/4-inch indentation. Edge and joint, then float the slab. After floating, use steel trowel to density surface, then broom slab perpendicular to line of traffic.

CURING/WEATHER PROTECTION:

The Contractor shall apply curing compound immediately after finishing the concrete surface.

Curing compound shall be applied at the rate as recommended by the manufacturer.

The Contractor shall provide for weather protection on the concrete per the requirements of the ACI Cold weather concrete practice manual.

Any concrete surface deformation or discoloration's caused by weather protection equipment shall be removed and replaced by the Contractor at no additional cost to the Owner.

3.9 JOINTS: Construct all joints true to line with faces perpendicular to surface.

A. Isolation Joints: Separate walks from walls, curbs, stairways, and other structures, using expansion joint fillers.

B. Contraction (Control) Joints: Space walk joints at intervals depicted in the contract drawings. If the joint spacing is not specified, sidewalk joints shall be spaced about equal to width of the walks, and space curb and gutter joints not over 12 feet 6 inches on center, and align them with sidewalk joints. Contraction joints may be either sawed or tooled.

1. Sawed: Cut with a power saw fitted with an abrasive or diamond blade, to a depth of one-fourth the walk depth, and the entire width of the slab, within 4 to 12 hours after walk has been placed and finished.

2. Tooled: Form plane of weakness by inserting and later removing a metal divider, or by cutting one quarter to one third depth with a suitable tool when concrete is plastic. Finish all grooves with an edge or a groover.

C. Expansion Joints: Construct joints as specified in the contract drawings or as follows:

1. Place expansion joint material to the full width and depth of the walk, driveway, or curb and gutter, as indicated on the Contract drawings or at least once every fifty feet (50') or as directed by the City.

2. Expansion joints shall be placed between an attached sidewalk and the curb and gutter; where the walk is in a confined area such as between a retaining or foundation wall; between concrete sidewalks and any fixed structure; and any special condition as specified by the City

3. If joint spacing for the curb and gutter is not specified in the contract drawings, space walk joints at intervals about equal to width or walk. Space curb and gutter joints not over 12 feet 6 inches on center, and align them with sidewalk joints.

4. All expansion joints in concrete sidewalks and curb and gutter shall have expansion dowels. Dowels shall be smooth, 3/4" diameter X 12" long, with approved metal expansion caps. Dowels shall be placed at 2'-0" on center unless otherwise depicted in the contract documents.

5. After concrete has cured, all expansion joints shall be caulked and sealed in accordance with the manufacture's recommendations. Properly protect sealed joints until the product is cured.

3.9 FORM REMOVAL: Remove forms within 24 hours after concrete placement. Repair minor defects with mortar. Plastering will not be permitted on exposed faces.

3.10 FIELD QUALITY CONTROL:

- A. Horizontal Surfaces shall not vary more than 1/8 inch when tested with a 10-foot straight edge.
- B. Vertical faces shall not vary more than 1/4 inch when tested with a 10' straight edge.
- C. All tooled joints and edges shall be straight and clean.
- D. Colored concrete work shall be compared to the sample panel to ensure proper color.
- E. Expansion joint sealants shall be uniformly applied without surface defects such as bubbles or jagged edges.
- F. The Contractor shall provide barricades for wet concrete work to prevent public or other construction equipment from damaging the uncured surface.

3.11 CONCRETE TESTS: Contractor shall notify the City 24 hours prior to placement to schedule testing. Any failed tests shall be paid for by the Contractor in accordance to ARTICLE 2B - Special Requirements.

3.12 CONCRETE MARKING: All new concrete shall have the name of the contractor and the year of construction (only) impressed therein using block letters not less than one inch (1") height and one quarter inch (1/4") deep. One impression shall be made at each end of the concrete pour and at intervals of not more than fifty feet (50').

3.13 CLEAN-UP: Upon completion of the work, remove all debris, concrete splatter, and excess materials and leave area in a neat, clean, acceptable condition.

END OF SECTION 02515

## **SECTION 03100 CONCRETE FORMWORK**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. This section shall apply to all concrete formwork for the project.

#### **1.2 SECTION INCLUDES**

- A. Formwork for cast-in-place concrete, with shoring, bracing and anchorage.
- B. Openings for other affected work.
- C. Form accessories.
- D. Stripping forms.

#### **1.3 RELATED SECTIONS**

- A. Section 02515 WALKS, CURBS, AND GUTTERS
- B. Section 03200 CONCRETE REINFORCEMENT
- C. Section 03300 CAST-IN-PLACE CONCRETE

#### **1.4 REFERENCES**

- A. ACI 301 Specifications for Structural Concrete for Buildings.
- B. ACI 347 Recommended Practice for Concrete Formwork.
- C. ACI 306R Cold Weather Concreting
- D. PS 1 Construction and Industrial Plywood.

#### **1.5 SYSTEM DESCRIPTION**

- A. Design, engineer and construct framework, shoring, and bracing to meet design and code requirements, so that resultant concrete conforms to required shapes, lines and dimensions.

#### **1.6 QUALITY ASSURANCE**

- A. Construct and erect concrete formwork in accordance with ACI 301 and 347.

#### **1.7 SUBMITTALS**

- A. As specified in Section 01300

## PART 2 - PRODUCTS

### 2.1 FORM MATERIALS

- A. Plywood: PS-1, HDO grade, Class I.
- B. Glass Fiber Fabric Reinforced Plastic Forms: Matched tight fitting, stiffened to support weight of concrete without deflection detrimental to structural tolerances and appearance of finished concrete surface.
- C. High Density Masonite Forms: Matched tight fitting, stiffened to support weight of concrete without deflection detrimental to structural tolerances and appearance of finished concrete surface.

### 2.2 FORMWORK ACCESSORIES

- A. Form Ties: Snap-off metal of fixed length; one-inch break back dimension, free of defects that will leave holes no larger than one-inch diameter in concrete surface.
- B. Form Release Agent: Colorless material which will not stain concrete or absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.
- C. Fillets for Chamfered Corners: Wood strips or Rigid plastic type; 3/4 x 3/4 inch size unless noted otherwise; maximum possible lengths.
- D. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of strength and character to maintain formwork in place while placing concrete.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Verify lines, levels and measurements before proceeding with formwork.

### 3.2 PREPARATION

- A. Earth forms not permitted except as depicted on the drawings for below grade cutoff walls.
- B. Minimize form joints. Symmetrically align joints and make watertight to prevent leakage of mortar.
- C. Arrange and assemble formwork to permit stripping, so that concrete is not damaged during its removal.

Arrange forms to allow stripping without removal of principal shores, where required to remain in place.

### 3.3 ERECTION

- A. Provide bracing to ensure stability of formwork. Strengthen formwork liable to be overstressed by construction loads.
- B. Construct formwork to maintain tolerances in accordance with ACI 301
- C. Provide 3/4-inch chamfer strips at all exposed edges and as shown on Drawings.
- D. Areas of formwork requiring horizontal curvature shall have chord dimensions no greater than 2 feet.

### 3.4 APPLICATION OF FORM RELEASE AGENT

- A. Apply form release agent on formwork in accordance with manufacturer's instructions. Apply prior to placing reinforcing steel, anchoring devices, and embedded items.
- B. Do not apply form release agent where concrete surfaces are scheduled to receive applied coverings or special finishes which may be affected by agent. Soak contact surfaces of untreated forms with clean water. Keep surfaces wet prior to placing concrete.

### 3.5 INSERTS, EMBEDDED PARTS, AND OPENINGS

- A. Provide formed openings where required for work embedded in or passing through concrete.
- B. Coordinate work of other Sections in forming and setting openings, slots, recesses, sleeves, bolts, anchors, and other inserts.
- C. Install accessories in accordance with manufacturer's instructions, level and plumb. Ensure items are not disturbed during concrete placement. Install waterstops in locations as shown on the Drawings. Refer to Section 03250 for Waterstop Requirements.

### 3.6 FORM REMOVAL

- A. Notify Engineer prior to removing formwork.
- B. Do not remove forms and shoring until concrete has sufficient strength to support its own weight, and construction and design loads which may be imposed upon it. Concrete shall not be backfilled or loaded until the concrete has obtained 80% of the design strength.
- C. Remove formwork progressively so no unbalanced loads are imposed on structure.
- D. Do not damage concrete surfaces during form removal.

Formwork for integrally colored concrete shall be stripped at a consistent time interval

after the pour. A variation of +/-2 hours in the time interval between completion of a pour and form stripping shall be permitted.

Weather protection, if required, shall be installed such that the concrete surface shall not be damaged or discolored. Any areas damage or discoloration shall be removed if requested by the Engineer.

### 3.7 CLEANING

- A. Clean forms to remove foreign matter as erection proceeds.
- B. Ensure that water and debris drain to exterior through clean-out ports.

During cold weather, remove ice and snow from forms. Do not use de-icing salts. Do not use water to clean out completed forms, unless formwork and construction proceed within heated enclosure. Use compressed air to remove foreign matter.

END OF SECTION 03100

## SECTION 03250 CONCRETE ACCESSORIES

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. Work Included: Work consists of furnishing all labor, material and equipment necessary to install waterstops, expansion joint material, and joint caulking material.

#### 1.2 RELATED SECTIONS

SECTION 03300: Cast-in-Place Concrete

#### 1.3 REFERENCES

CRD-C572 Corps of Engineers Specification for Polyvinyl Chloride Waterstops

ASTM D1752-84 Specification for Preformed Sponge Rubber and Cork Expansion Joint Filler for Concrete Paving and Structural Construction

ASTM D1751-83 Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

ASTM C-920-87 Specification for Elastomeric Joint Sealers

#### 1.4 SUBMITTALS

- A.. Submit a statement confirming use of specified products or product literature for alternative products.

### PART 2 - PRODUCTS

#### 2.1 POLYVINYL CHLORIDE (PVC) WATERSTOPS

- A. All materials shall comply with the requirements of CRD-C572 Corps of Engineers specification for Polyvinyl Chloride Waterstops.

The specific waterstop intended for use on this project is the Type 4B waterstop manufactured by Horn/Dura Joint, or equal.

Sales Representative:

Pro Coat Systems, Inc.  
5775 Stapleton Drive North, S-200  
Denver, Colorado 80216  
303-322-9009

#### 2.2 ALTERNATIVE WATERSTOPS AT NON-EXPANSION JOINTS

Expansion Joint Fillers. The sales representative for RX-101-T CETCO Bentonite

waterstop is Pro Coat System, Inc. as shown above.

### 2.3 EXPANSION JOINT MATERIAL

- A. Expansion Joint Material shall meet the requirements of ASTM D1751-83 for all expansion joint used in flatwork, with premanufactured removable plastic caps

### 2.4 EXPANSION JOINT SEALANT MATERIAL

All Expansion Joints shall be sealed shall be sealed unless otherwise indicated on the contract drawings, or as approved by the Engineer. The specific joint sealant material intended for use for crack control joints is Sikaflex 1CSL or 2 CSL at the option of the contractor, and applied in accordance with the manufacturer's recommendations. Joints may be required to be primed with Sika 429 or backed with backer rod prior to the installation of the joint sealant.

Closed cell backer rod 1/2" thick shall be inserted in crack control joints a minimum of 24 hours before installing the control joint resin. The acceptability of an alternative Expansion Joint Sealant Material shall be determined during the shop drawing phase.

## PART 3 - EXECUTION

### 3.1 WATERSTOP INSTALLATION

Waterstops shall be furnished full length for each straight portion of the joint, without field splices. Field splices shall have a full size tensile strength of 100 pounds per inch of width. Waterstops, when being installed, shall be cut and spliced at changes in direction as may be necessary to avoid buckling or distortion of the web or flange. If, after placing concrete, waterstops are substantially out of position or chape, the surrounding concrete shall be removed, the waterstop reset or replaced if damaged, and the concrete replaced at the Contractor's expense.

RX-101-T CETCO Bentonite waterstops, if used, shall be installed per the manufacturers recommendations for installation.

### 3.2 EXPANSION JOINT MATERIAL INSTALLATION

- A. Install Expansion Joint Material as shown on the Construction Drawings.

### 3.3 EXPANSION JOINT SEALANT INSTALLATION

- A. Apply expansion joint sealant material when ambient air temperature is between 40 - 100 degrees F.
- B. Pour joint sealant into joint slot in one direction and allow sealant to flow and level out as necessary.

END OF SECTION 03250

**CITY OF SARATOGA GENERAL CONSTRUCTION SPECIFICATIONS**

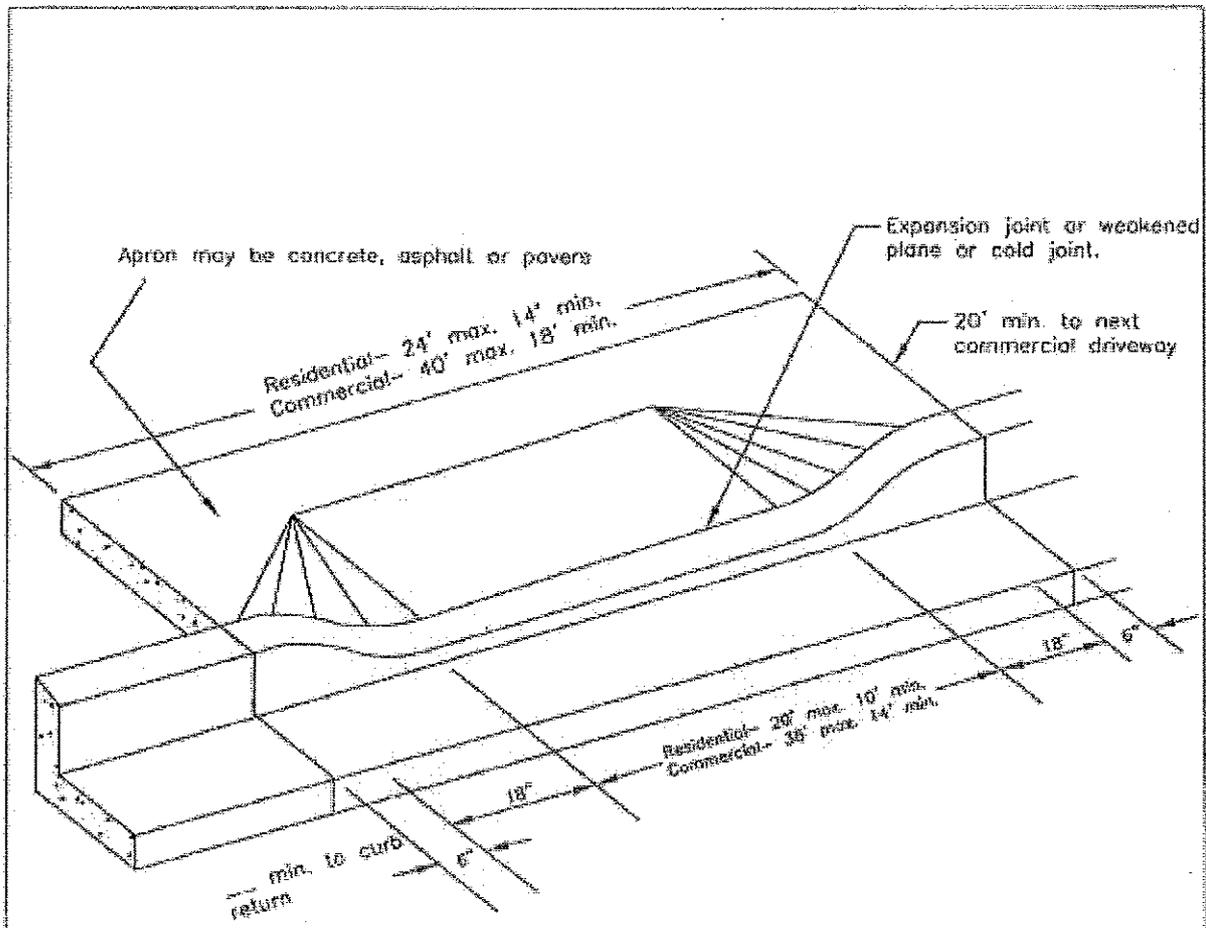
## CITY OF SARATOGA

### **GENERAL CONSTRUCTION SPECIFICATIONS**

1. Construction work and operations shall conform to the prevailing State of California Standard Specifications 2006, supplemented by special provisions required by the City of Saratoga Engineer's Office. The performance and completion of all work must be to the satisfaction of the City Engineer.
2. Construction details shall be in accordance with provision of the current City of Saratoga Standard Details as appropriate. In the event of conflict, the matter shall be resolved by the City Engineer.
3. Contractor shall provide adequate dust control as required by the City Engineer.
4. Accurate verification as to size, location and depth of existing underground conduits or facilities shall be the individual contractors responsibility Plan locations are approximate and for general information only. Contractors shall contact utility companies for exact locations of utilities.
5. Concrete used for structural purposes shall be Class "A" (6 sack per c.y.) as specified in the State Standard Specifications. Concrete placed must develop a minimum strength factor of 2200 p.s.i. in a seven day period and 3000 p.s.i. in 28 days.
6. Encroachment permits: Encroachment permits shall be secured from the Santa Clara County Flood Control and Water District in cases where needed. Encroachment permits shall be secured from Caltrans where needed.
7. Contractors or the Developer must notify the Public Works Department before beginning any of the activities listed below. Failure to do so may provide cause for rejection of the work done and the necessity for either; 1.) removing and redoing the work; 2.) special testing such as coring, etc. 3.) a long- term performance bond or 4.) all or any of the above. The critical stages include:
  - a. Commencement of work
  - b. Beginning cut or fill
  - c. Completion of excavation and/or subgrade
  - d. Placement of aggregate base rock
  - e. Application of prime coat or track coat
  - f. Placement of Portland cement concrete in any structure
  - g. Placement of asphalt concrete or other roadway material
  - h. Completion of any drainage structure
  - i. Backfill of any trench
  - j. Placement of any structure or roadway over a backfill trench
  - k. Completion of a project

8. The city requires a minimum of 24 hours advance notice for general inspection, 48 hours for asphalt concrete construction.
9. The Contractor and/or his authorized representative must submit written request for final inspection and acceptance. Such requests shall be directed to the City of Saratoga Engineering Dept., 13777 Fruitvale Avenue, Saratoga.
10. Routes used by construction traffic to be approved by City Engineer.
11. Field Engineer: Contractors or their engineer shall designate or provide a Field Engineer to act as a liaison with the contractors, subcontract and the City with regard to construction activities. Name(s) and phone number(s) of the individual(s) designated as Field Engineer shall be provided to the City and to all contractors and subcontractors working on the job. All questions as to the meaning and intent of the plans should be taken to the Field Engineer.

Construction work and operations shall conform to the prevailing State of California Standard Specifications 2006, supplemented by special provisions required by the City of Saratoga Engineer's Office. The performance and completion of all work must be to the satisfaction of the City Engineer.



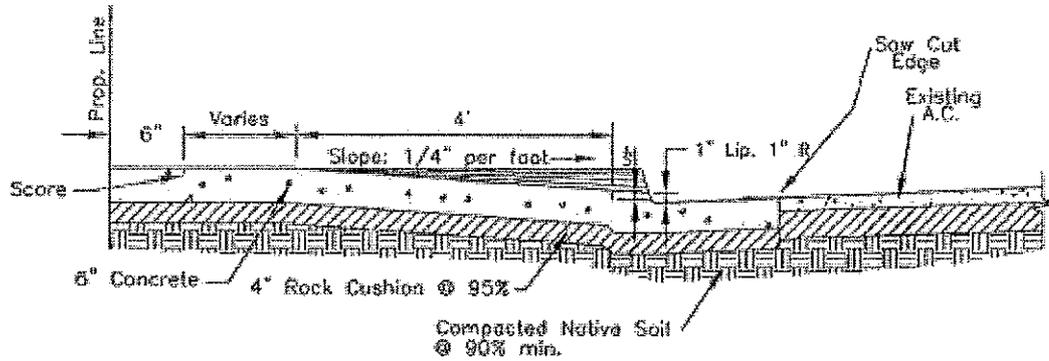
NOTES

1. Continue sidewalk scoring across driveway.
2. Weakened plane joints to be 1-1/2" deep min.

Designed by EN	Approved by JH	Date JULY 2001	File name	Scale NO SCALE	Sheet 1 of 1
<b>CITY OF SARATOGA</b>			STANDARD DRAWING STANDARD VERTICAL CURB DRIVEWAY APPROACH		

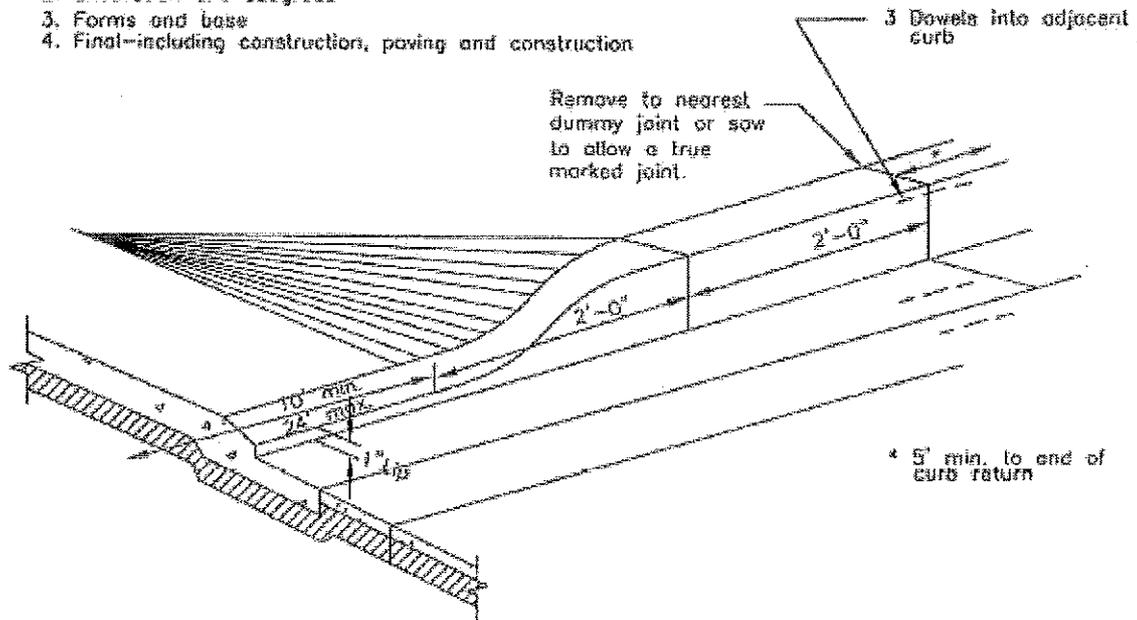
**A. CONSTRUCTION SPECIFICATIONS**

1. 6" Class B P.C.C. (5sack mix on 4" rock cushion)- Note: P.C.C. to contain 1 pint Lampblack/C.Y.
2. Fine Brooms Finish on all concrete
3. All work to conform to Calif. Std. Spec., July 2002
4. Asphalt & Concrete conform to type A, 3/8" maximum, medium, grading requirement per Section 39--2 of Caltrans Standard Specs.



**B. INSPECTION SCHEDULE**

1. Preliminary-where required to handle special conditions
2. Excavation and subgrade
3. Forms and base
4. Final-including construction, paving and construction



Designed by E.N.	Approved by E.H.	Date JUNE 2003	File name	Scale 1"=1'-0"	Sheet 1 of 1
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**CITY OF SARATOGA**

STANDARD DRAWING  
STANDARD CURB CUT  
AND DRIVEWAY APPROACH

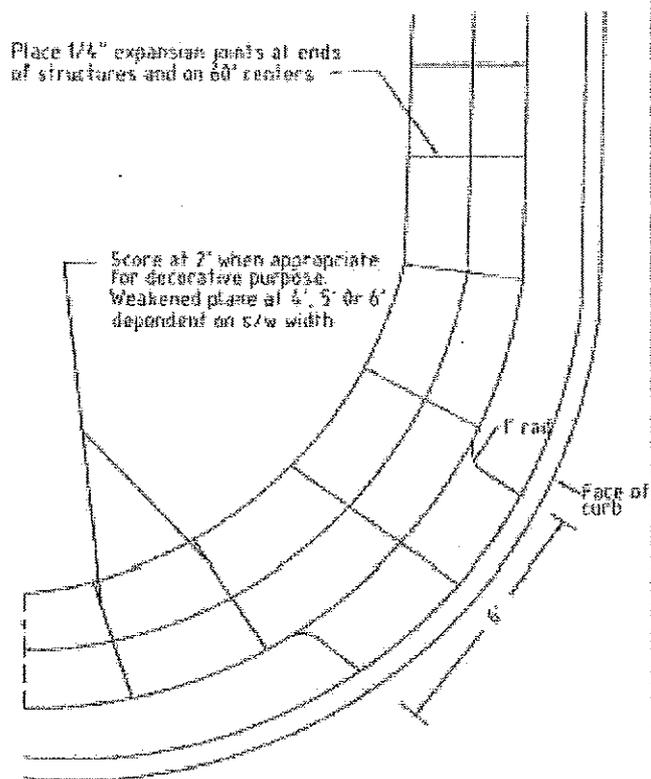




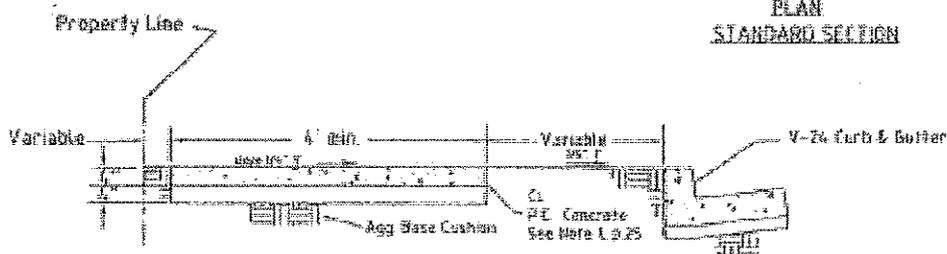


**NOTES**

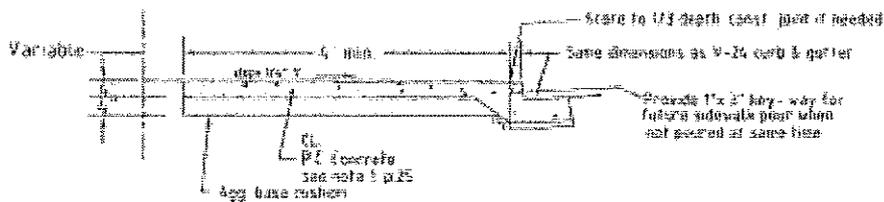
- 1 Residential sidewalk shall be min. 4' wide, commercial 6' min. width in commercial and professional and administrative zones
- 2 Provide construction joints where curb and sidewalk abut
- 3 Wheel chair ramps to be located at either or both returns or center of corner as directed. See sheet 10 for ramp detail.
- 4 Weakened plane joints to be 1 1/2" deep min.



**PLAN  
STANDARD SECTION**



**STANDARD SECTION**

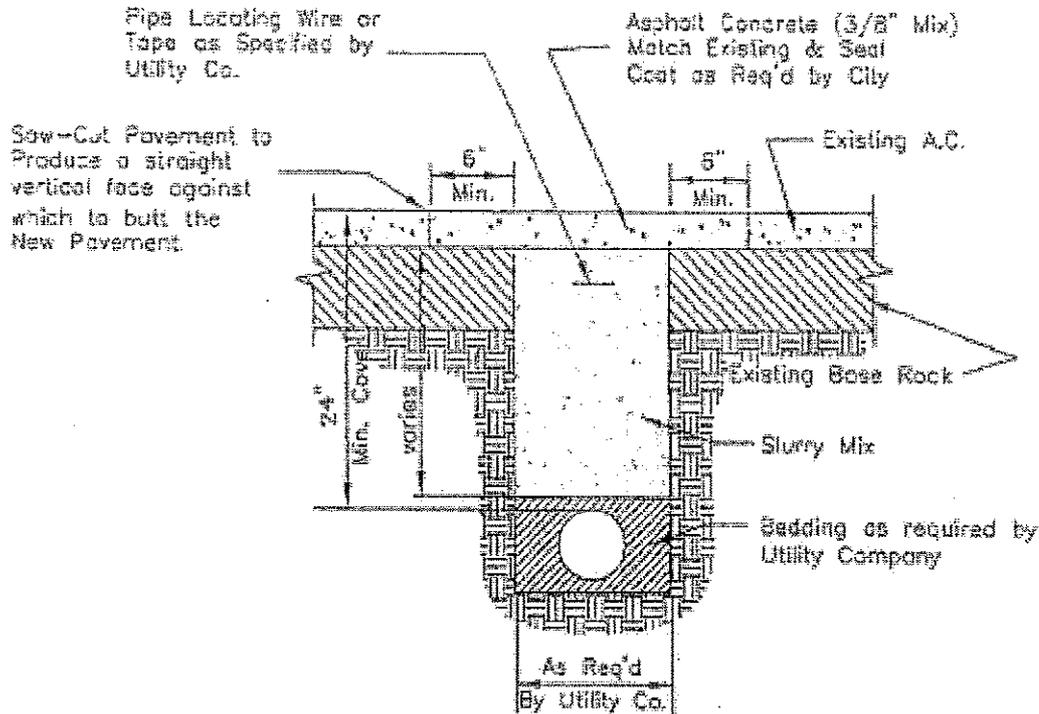


**MINIMUM SECTION**

Designed by E.M.	Approved by L.H.	Date JULY 2003	File name	Scale NO SCALE	Sheet 1 of 1
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**CITY OF SARATOGA**

**STANDARD DRAWING  
STANDARD CONCRETE SIDEWALK**



**SLURRY MIX SPECIFICATIONS**

Per Cubic Yard:

Two (2) Sack Portland Cement (Type I)

40 Gallons Water

1,200 pounds sand

Variations of this mix design may be used upon approval of the City Engineer

Backfill slurry mix to pavement grade and bridge with metal plate until slurry mix can support vehicular traffic. Asphalt concrete patch to match existing thickness, 3" minimum (Type 2-3/8" Aggregate)

Do not move slurry once placed in ditch.

Designed by E.N.	Approved by L.H.	Date APR 2003	File name	Scale 1"=1'-0"	Sheet 1 of 1
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**CITY OF SARATOGA**

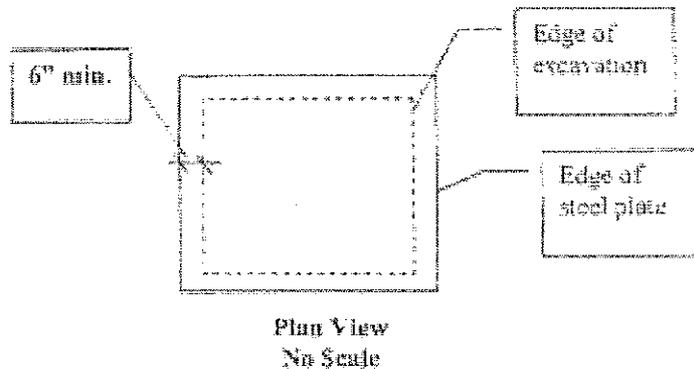
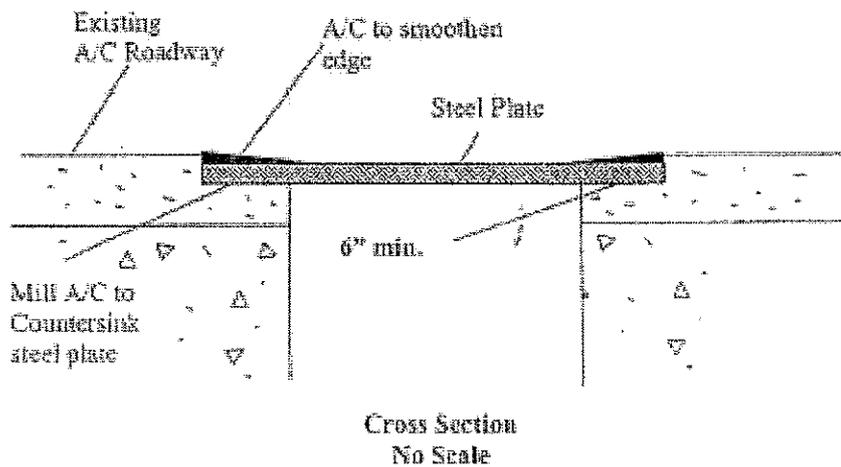
STANDARD DRAWING  
RESTORATION OF UTILITY EXCAVATIONS  
IN ASPHALT CONCRETE PAVEMENT

## City of Saratoga

### Additional Encroachment Permit Conditions Temporary Plating of Roadway Excavations

When using temporary steel plating to cover open excavations within the City of Saratoga, the following must be performed:

1. The existing A/C pavement must be milled to a depth of 3/4"-1" around the periphery of the excavation, so as to accommodate and "countersink" the steel plate.
2. Once the plate is in place, any high lips and/or edges between A/C and steel plate should be smoothed with A/C patch.



2008 STANDARD PLAN A87A

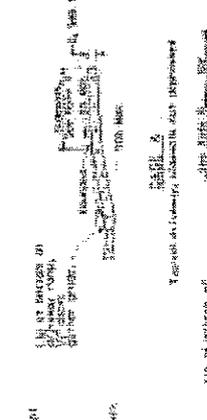


Professional Engineer  
State of New York  
No. 12345  
Date: 1/1/2008

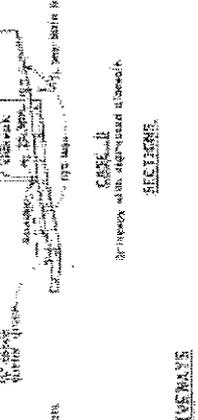
**QUANTITY TABLE**

ITEM	DESCRIPTION	QUANTITY	UNIT
1	TYPE 1 CURB	100	LINEAR FEET
2	TYPE 2 CURB	50	LINEAR FEET
3	TYPE 3 CURB	20	LINEAR FEET
4	TYPE 4 CURB	10	LINEAR FEET
5	TYPE 5 CURB	5	LINEAR FEET
6	TYPE 6 CURB	2	LINEAR FEET
7	TYPE 7 CURB	1	LINEAR FEET
8	TYPE 8 CURB	1	LINEAR FEET
9	TYPE 9 CURB	1	LINEAR FEET
10	TYPE 10 CURB	1	LINEAR FEET
11	TYPE 11 CURB	1	LINEAR FEET
12	TYPE 12 CURB	1	LINEAR FEET
13	TYPE 13 CURB	1	LINEAR FEET
14	TYPE 14 CURB	1	LINEAR FEET
15	TYPE 15 CURB	1	LINEAR FEET
16	TYPE 16 CURB	1	LINEAR FEET
17	TYPE 17 CURB	1	LINEAR FEET
18	TYPE 18 CURB	1	LINEAR FEET
19	TYPE 19 CURB	1	LINEAR FEET
20	TYPE 20 CURB	1	LINEAR FEET
21	TYPE 21 CURB	1	LINEAR FEET
22	TYPE 22 CURB	1	LINEAR FEET
23	TYPE 23 CURB	1	LINEAR FEET
24	TYPE 24 CURB	1	LINEAR FEET
25	TYPE 25 CURB	1	LINEAR FEET
26	TYPE 26 CURB	1	LINEAR FEET
27	TYPE 27 CURB	1	LINEAR FEET
28	TYPE 28 CURB	1	LINEAR FEET
29	TYPE 29 CURB	1	LINEAR FEET
30	TYPE 30 CURB	1	LINEAR FEET

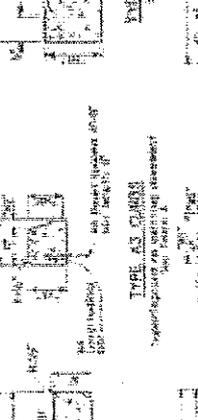
**SECTION 1**



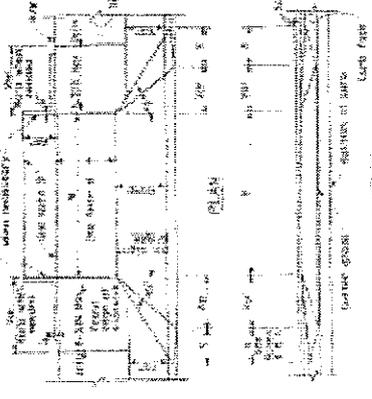
**SECTION 2**



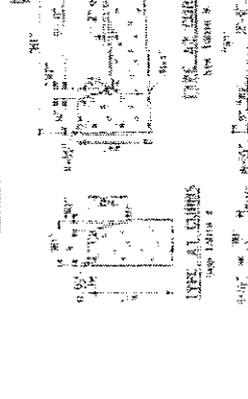
**SECTION 3**



**DRIVEWAYS**



**ELEVATION**



**TABLE A**

ITEM	DESCRIPTION	QUANTITY	UNIT
1	TYPE 1 CURB	100	LINEAR FEET
2	TYPE 2 CURB	50	LINEAR FEET
3	TYPE 3 CURB	20	LINEAR FEET
4	TYPE 4 CURB	10	LINEAR FEET
5	TYPE 5 CURB	5	LINEAR FEET
6	TYPE 6 CURB	2	LINEAR FEET
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27	TYPE 27 CURB	1	LINEAR FEET
28	TYPE 28 CURB	1	LINEAR FEET
29	TYPE 29 CURB	1	LINEAR FEET
30	TYPE 30 CURB	1	LINEAR FEET

**CURBS AND DRIVEWAYS**

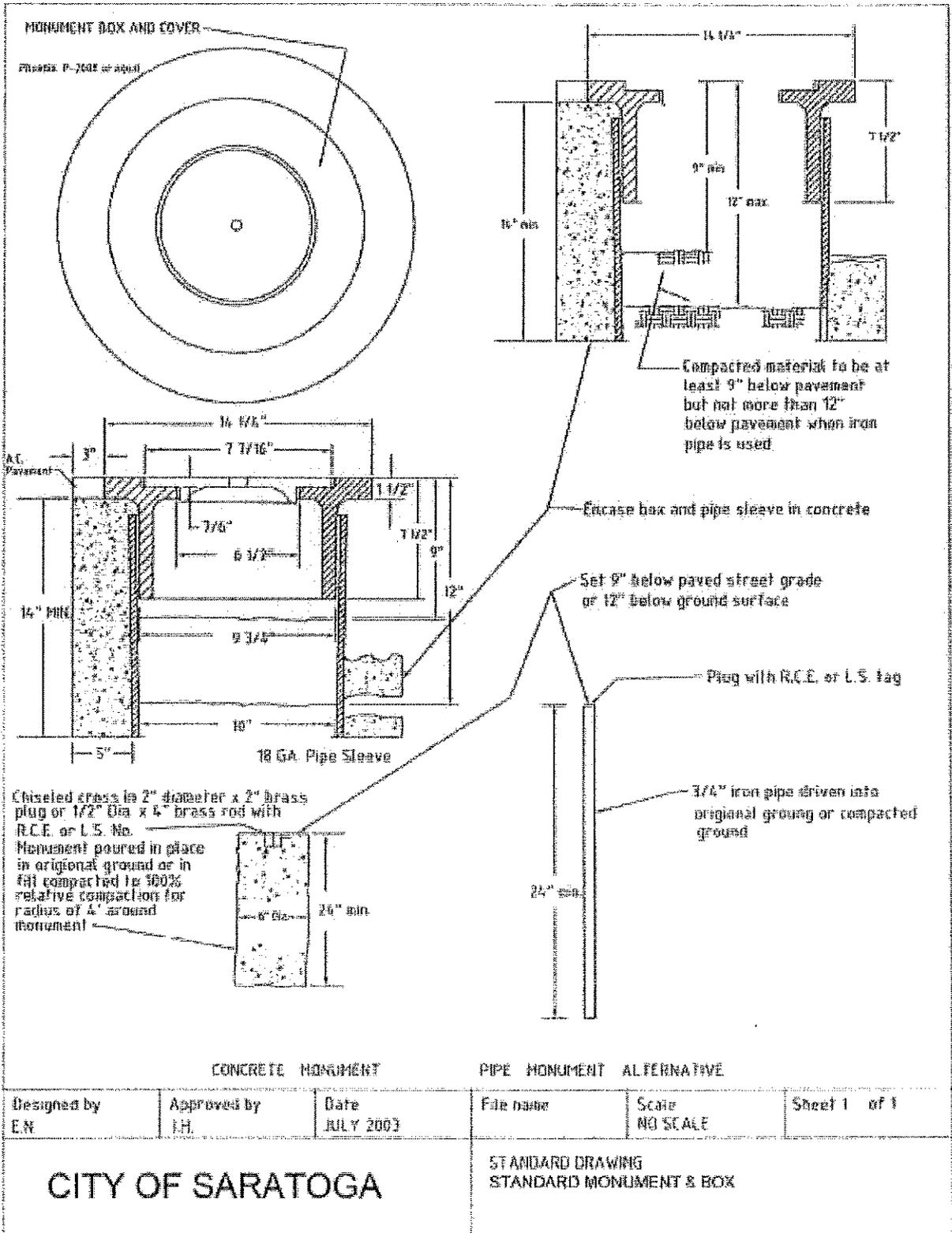
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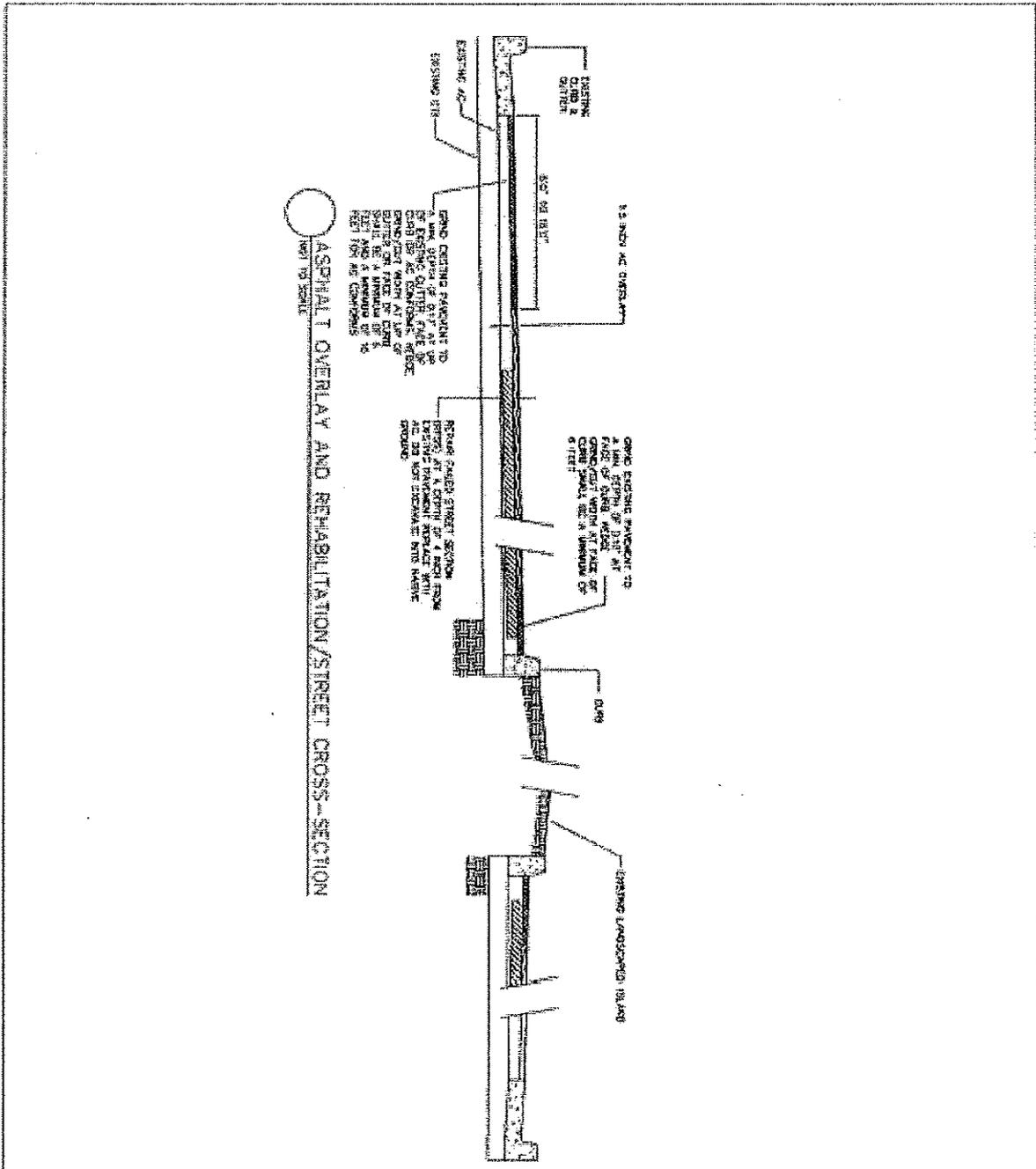
**NOTES:**

1. Class II aggregate shall be used for all curbs.
2. All curbs shall be installed in accordance with the details shown on this plan.
3. All curbs shall be installed in accordance with the details shown on this plan.
4. All curbs shall be installed in accordance with the details shown on this plan.
5. All curbs shall be installed in accordance with the details shown on this plan.
6. All curbs shall be installed in accordance with the details shown on this plan.
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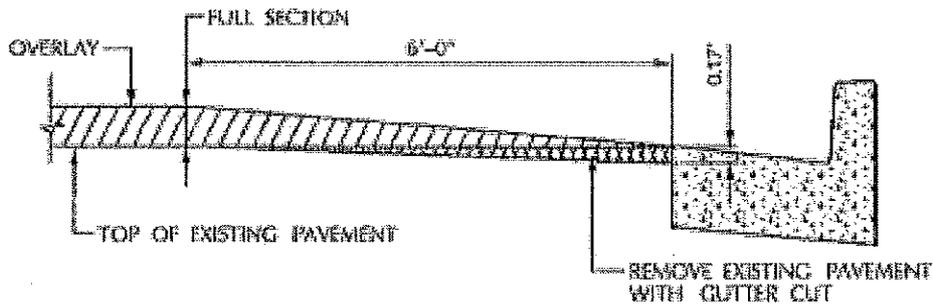




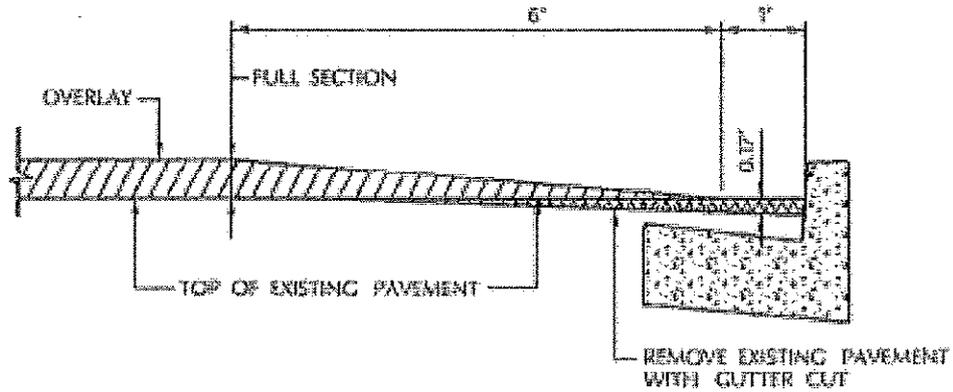




Designed by M.N.	Approved by M.N.	Date March 2009	File name	Scale N.T.S.	Sheet 1 of 1
CITY OF SARATOGA			STANDARD DRAWING ASPHALT OVERLAY AND REHABILITATION STREET CROSS-SECTION		

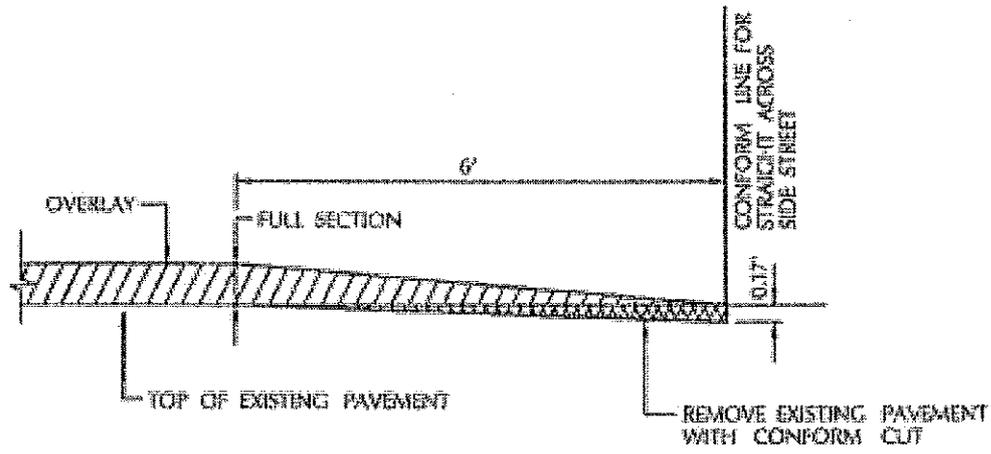


STREET WITH CURB & GUTTER  
(WITH GUTTER CUT)  
NTS



STREET WITH EXISTING AC OVER GUTTER  
(WITH GUTTER CUT)  
NTS

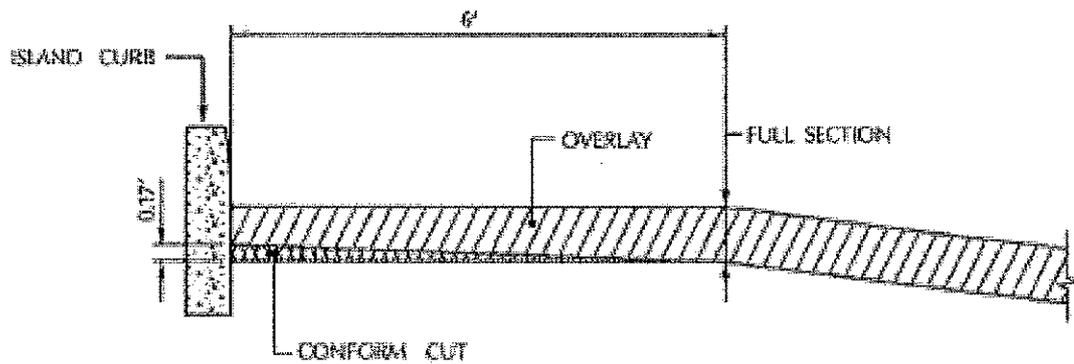
TYPICAL STREET SECTION



MINOR SIDE STREET SECTION

(WITH CONFORM CUT)

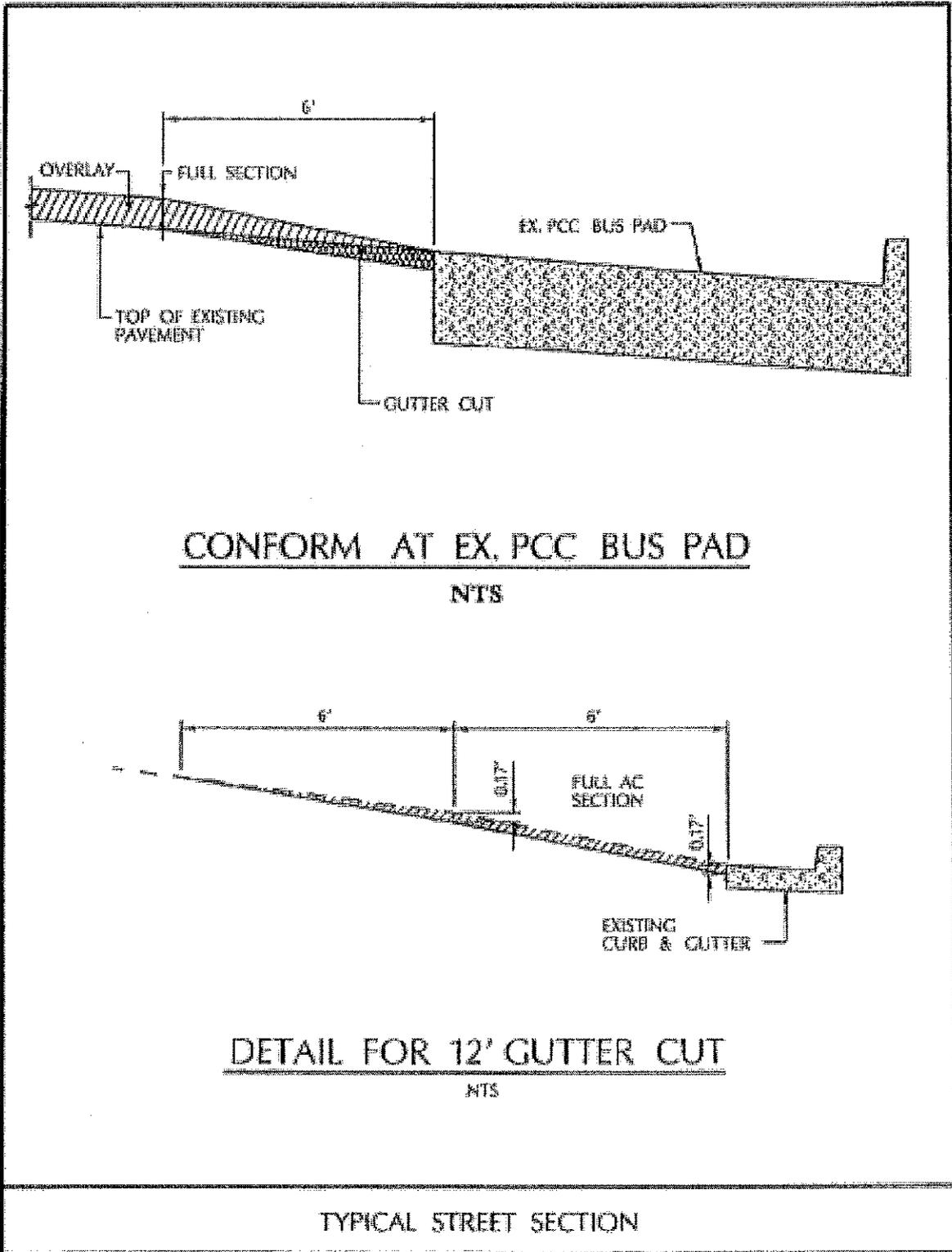
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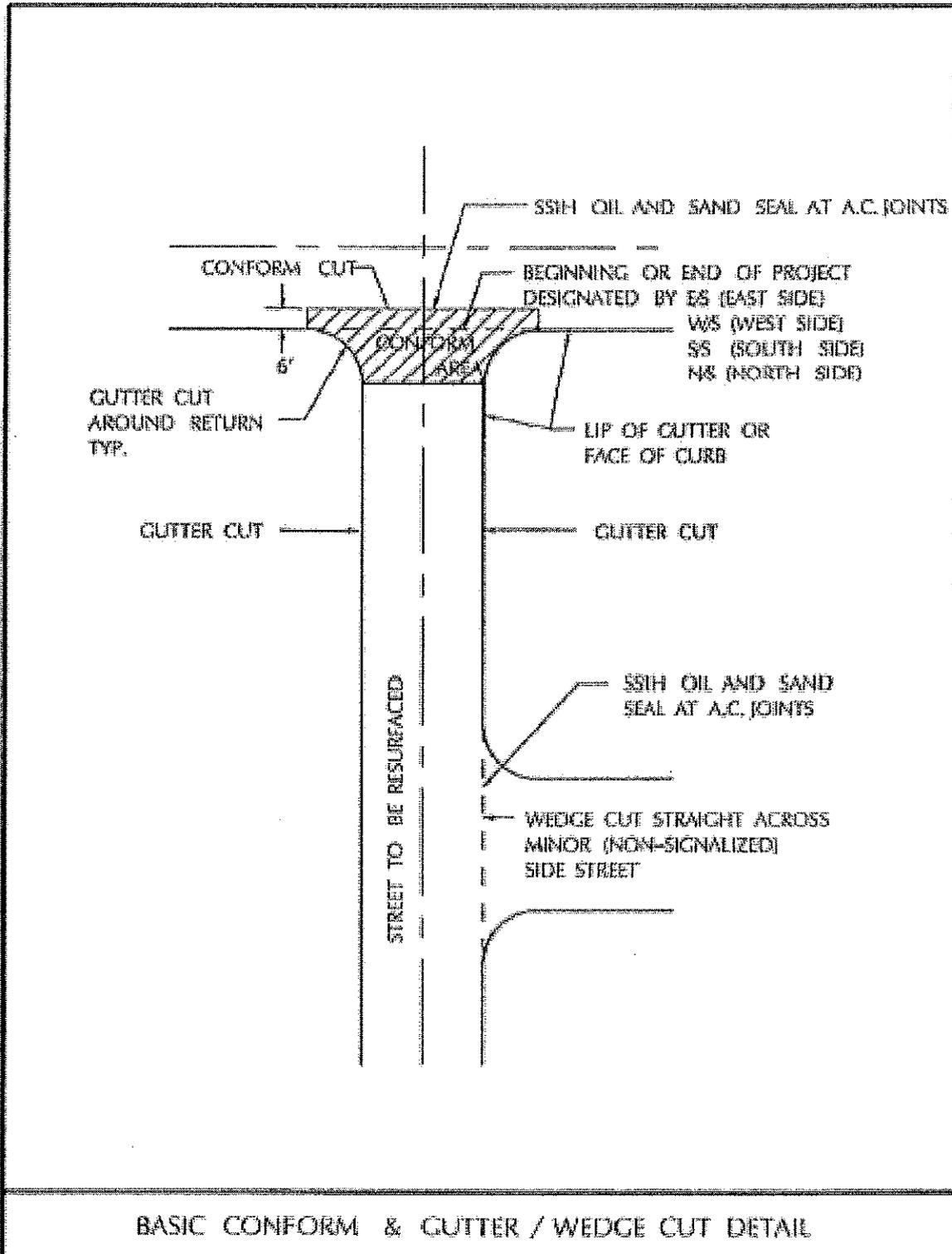


STREET SECTION WITH MEDIAN ISLAND

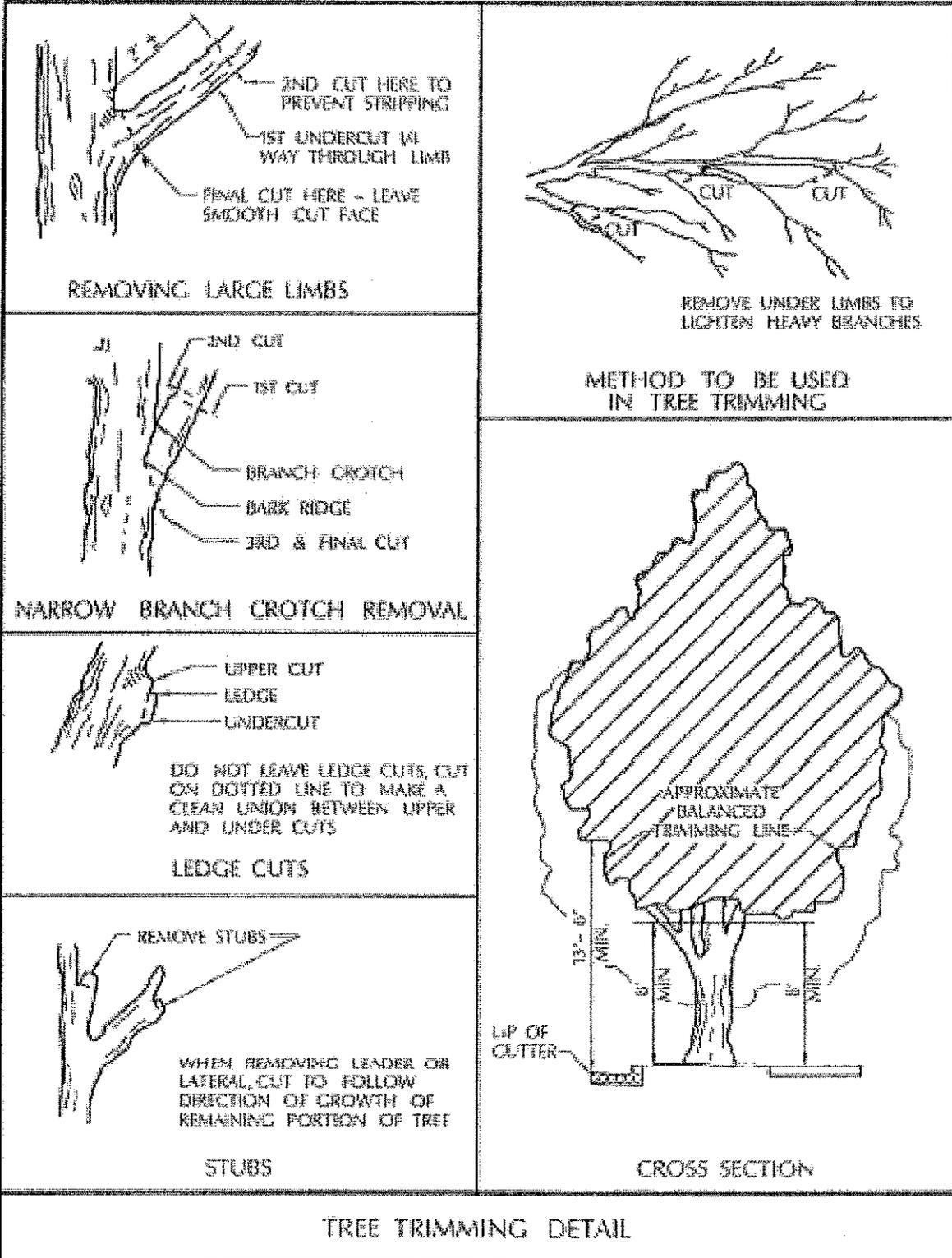
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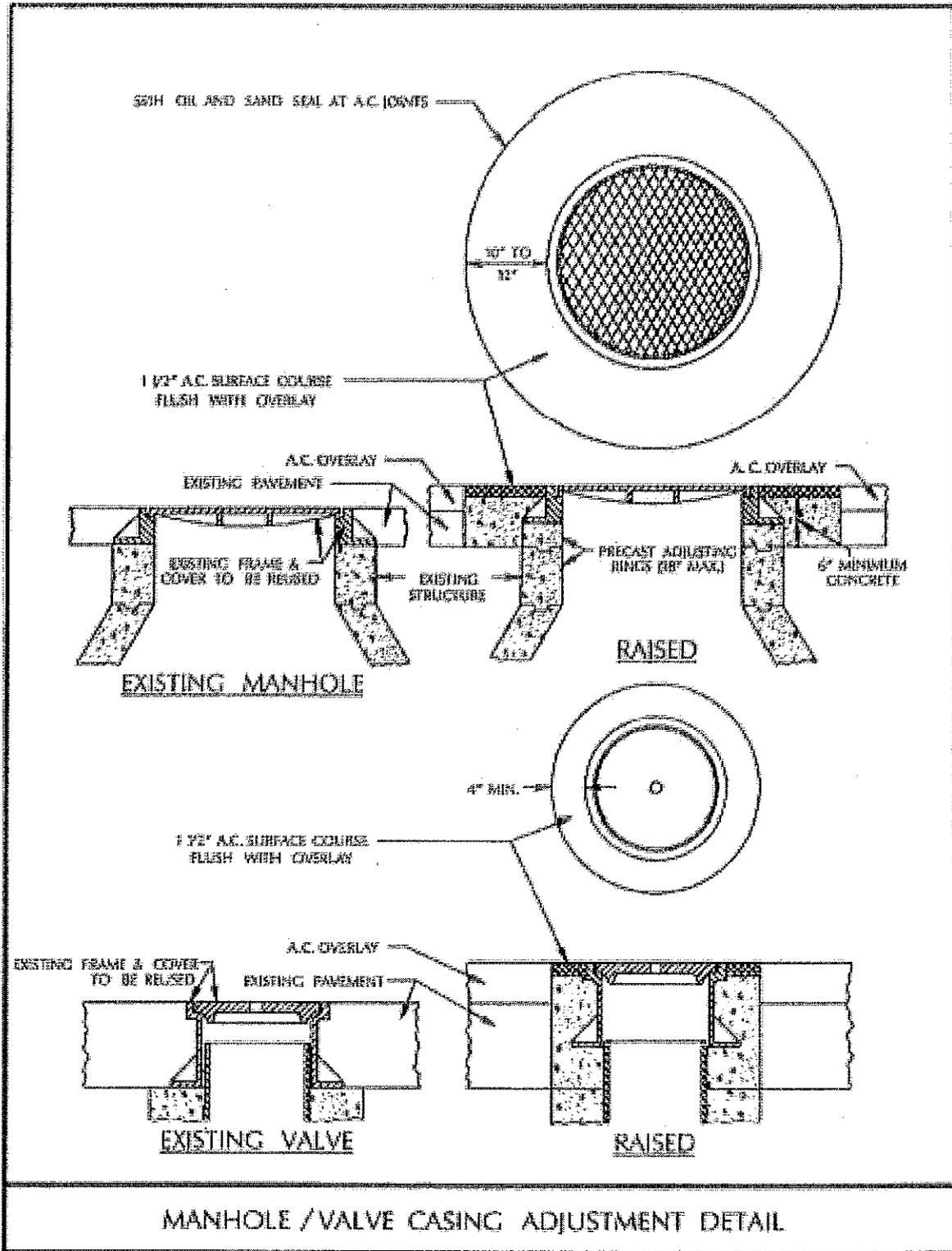
TYPICAL STREET SECTION

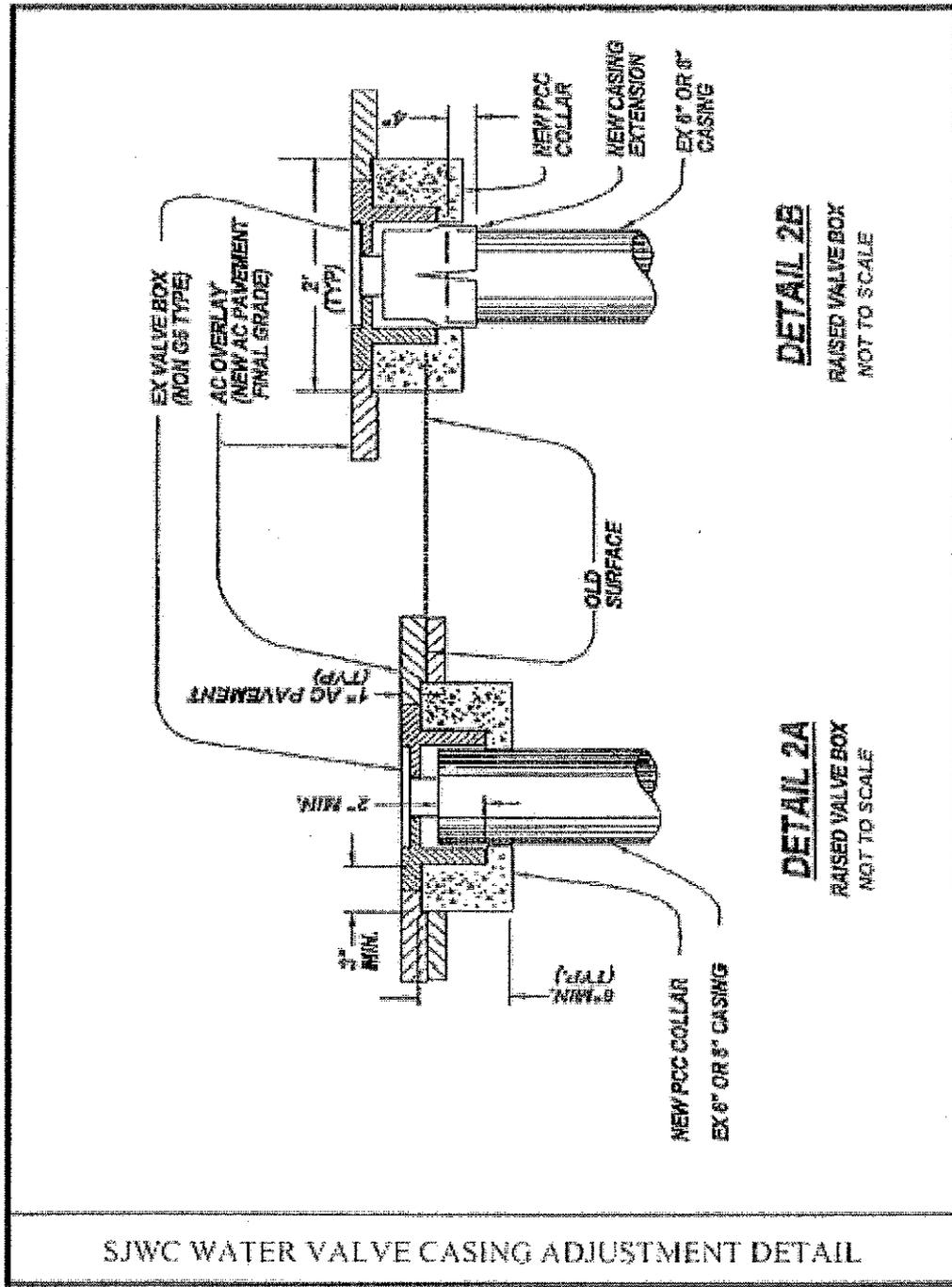




BASIC CONFORM & GUTTER / WEDGE CUT DETAIL







END OF SECTION: CITY OF SARATOGA DETAILS GENERAL  
CONSTRUCTION SPECIFICATIONS

**SCOPE OF WORK LOCATIONS MAPS**

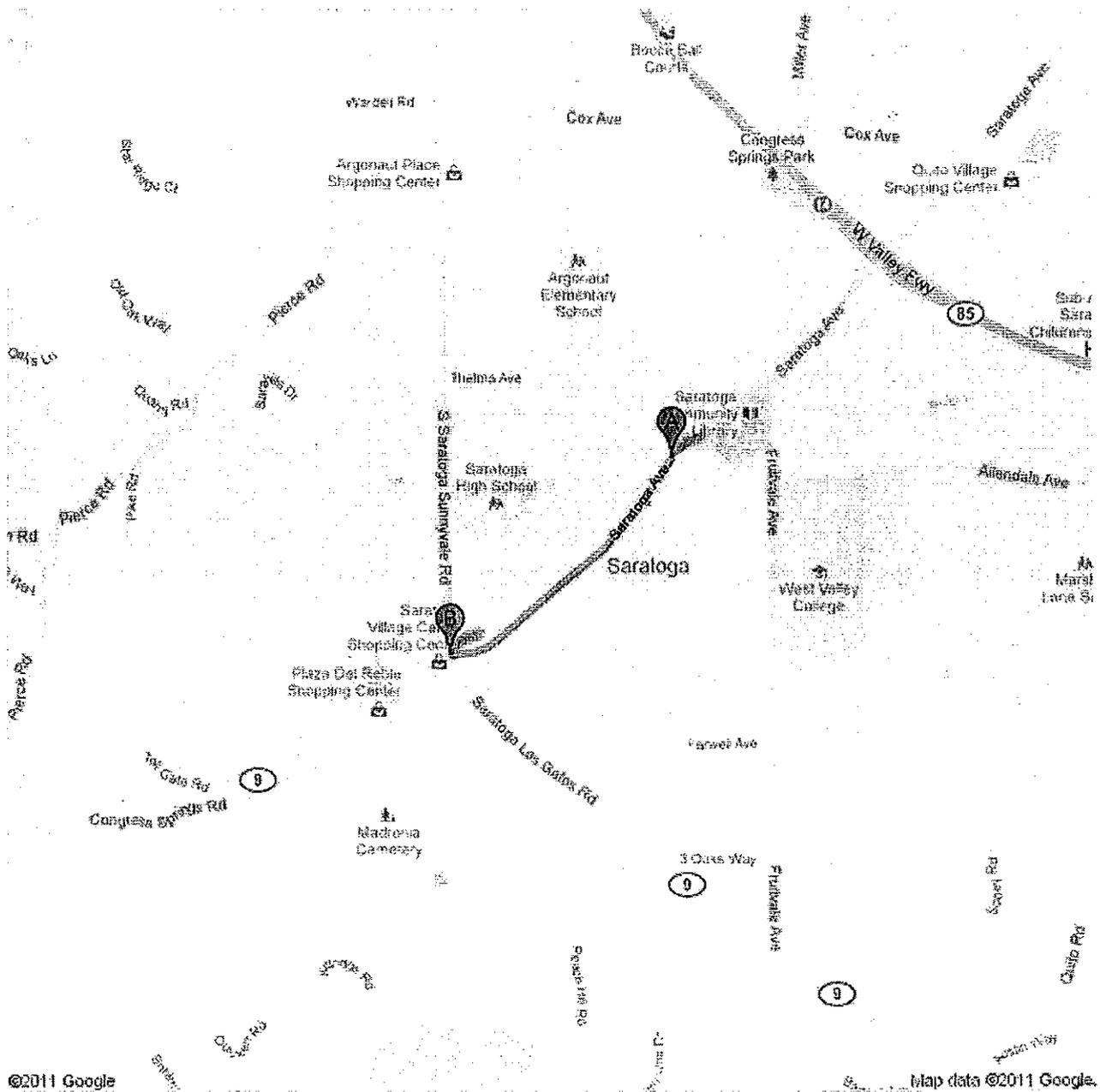
**City of Saratoga  
Local Paving Project FY 11/12**

	Location	From	To	
1	Saratoga Ave	Fruitvale Ave	SSR	RFSS only
2	Baylor Ave	Quito Rd	Villanova	Pave and RFSS
3	Kirkmont	Saratoga Sunnyvale Rd	Kirkbrook	Pave and RFSS
4	Bonnet	Casa Blanca	18886	Pave and RFSS
5	Lexington Ct	Herriman	Franklin	Pave and RFSS
6	Chalet Ln	Lexington (S)	Lexington (N)	Pave and RFSS
7	Ronnie Way	Portos	Ranfre	Pave and RFSS
8	Hammonds	Franklin	Thelma	Pave and RFSS
9	Buckhaven Lane	Scotland Dr E	Scotland Dr W	Pave and RFSS
10	4th St	Springer	BBW	Pave and RFSS
11	Prospect Rd	Lawrence Expressway	City Limits	Pave and RFSS



Directions to Saratoga Ave  
0.9 mi – about 2 mins

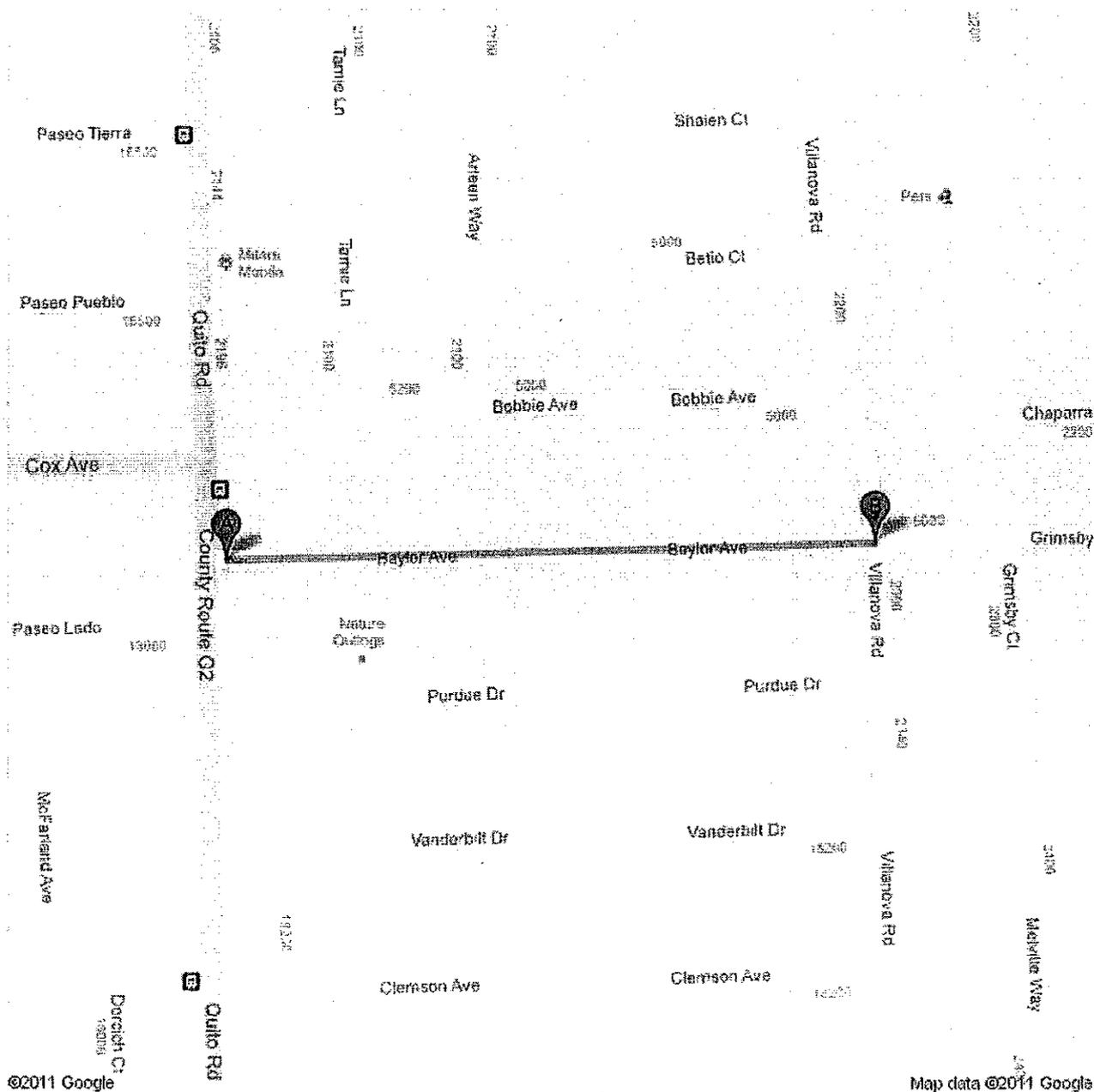
**Save trees. Go green!**  
Download Google Maps on your phone at [google.com/gmm](http://google.com/gmm)





Directions to Baylor Ave  
0.2 mi

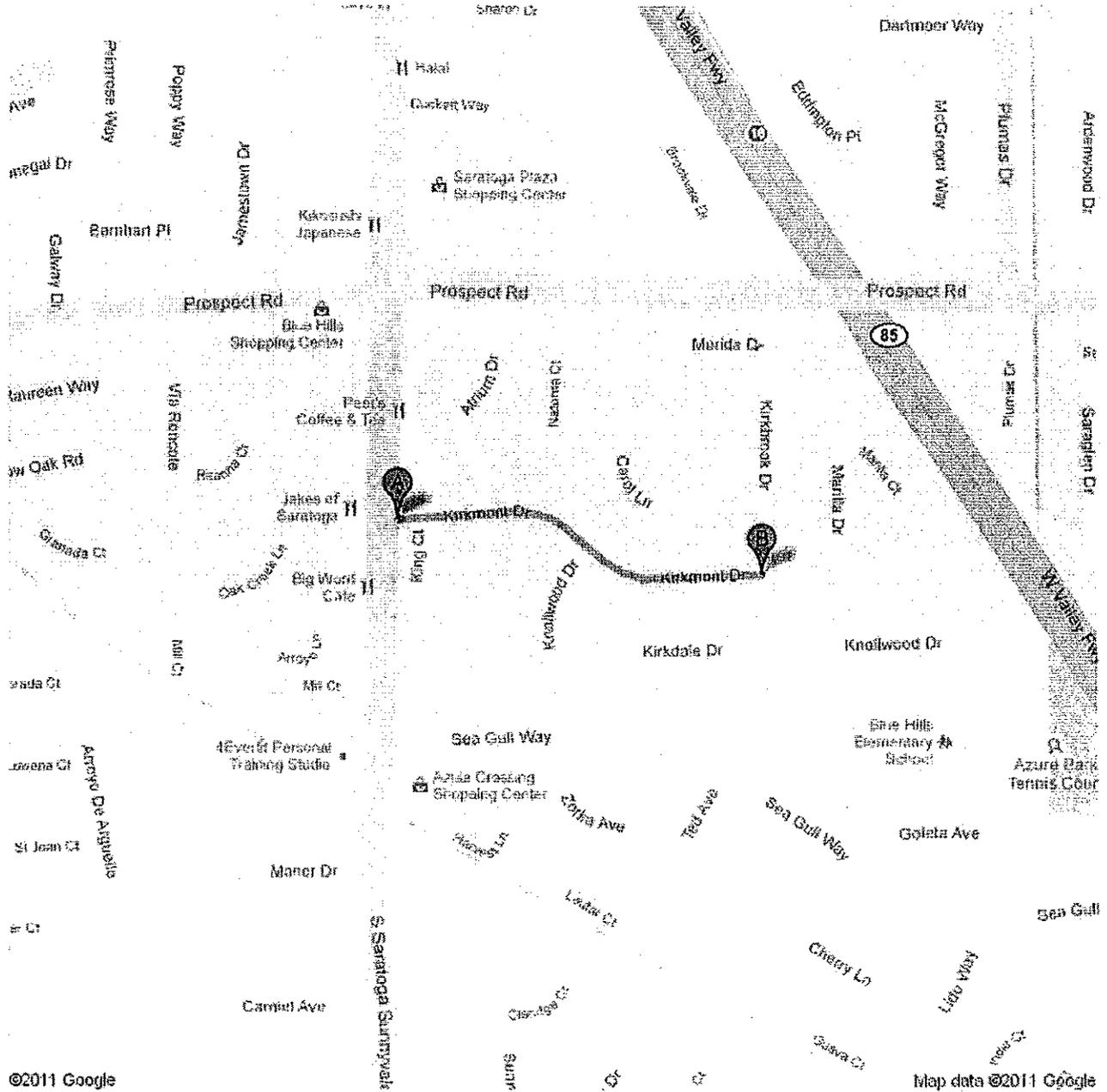
**Save trees. Go green!**  
 Download Google Maps on your phone at [google.com/gmm](http://google.com/gmm)



Directions to Kirkmont Dr  
0.3 mi – about 1 min

**Save trees. Go green!**  
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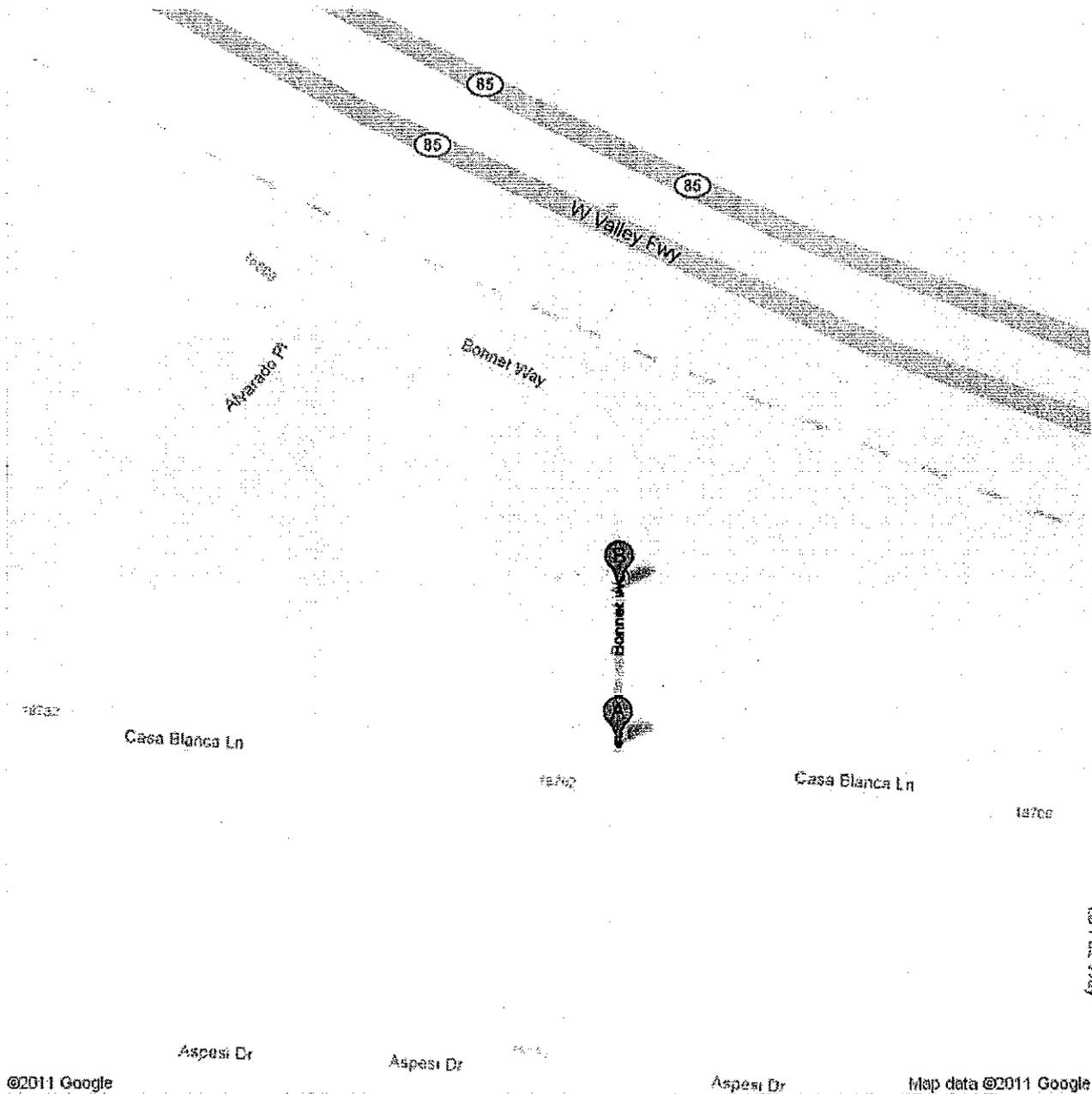


Google

Directions to Bonnet Way  
157 ft

Save trees. Go green!

Download Google Maps on your phone at [google.com/gmm](http://google.com/gmm)



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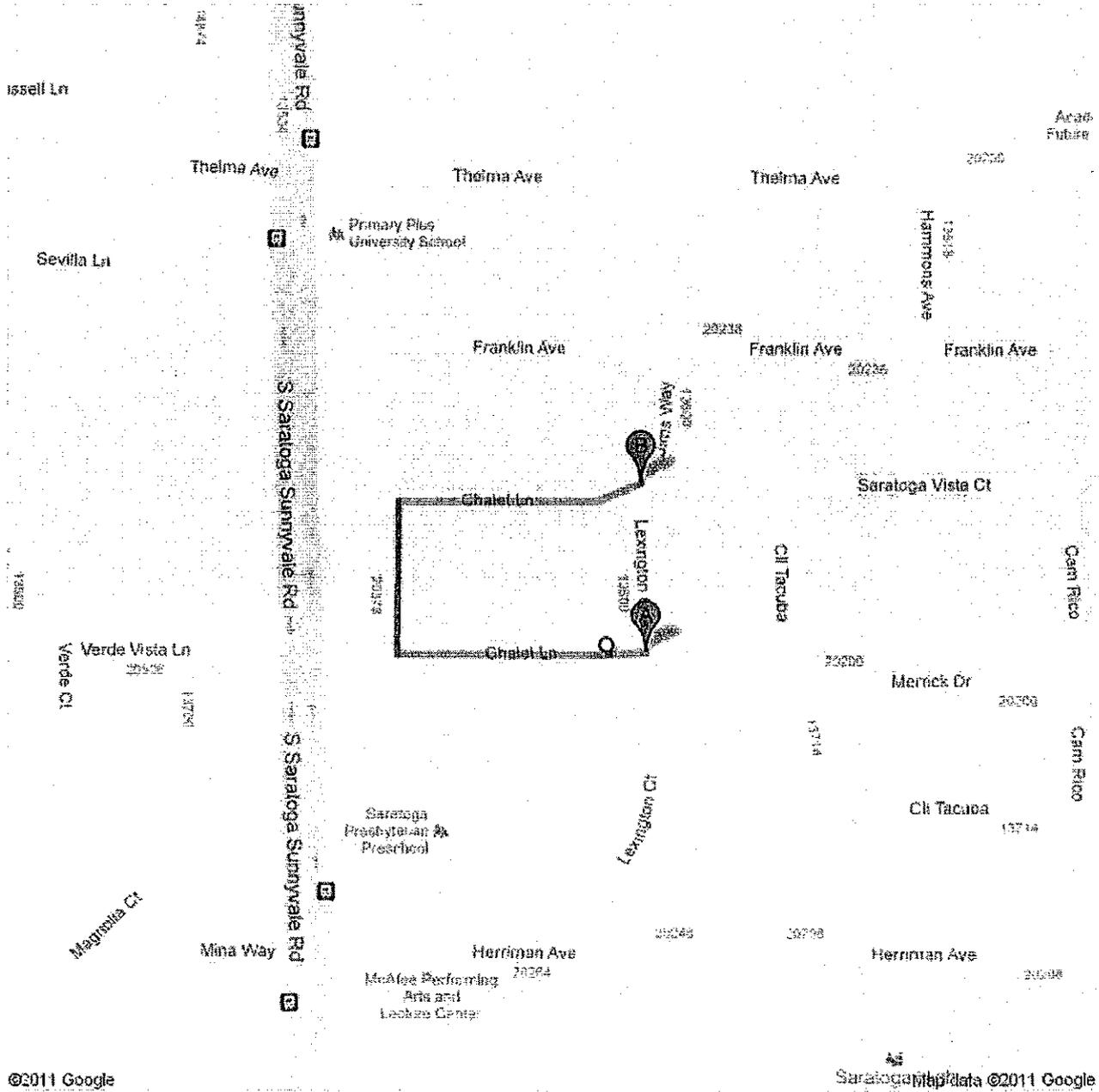
Map data ©2011 Google





Directions to Lexington Ct  
0.2 mi – about 47 secs

**Save trees. Go green!**  
 Download Google Maps on your phone at [google.com/gmm](http://google.com/gmm)

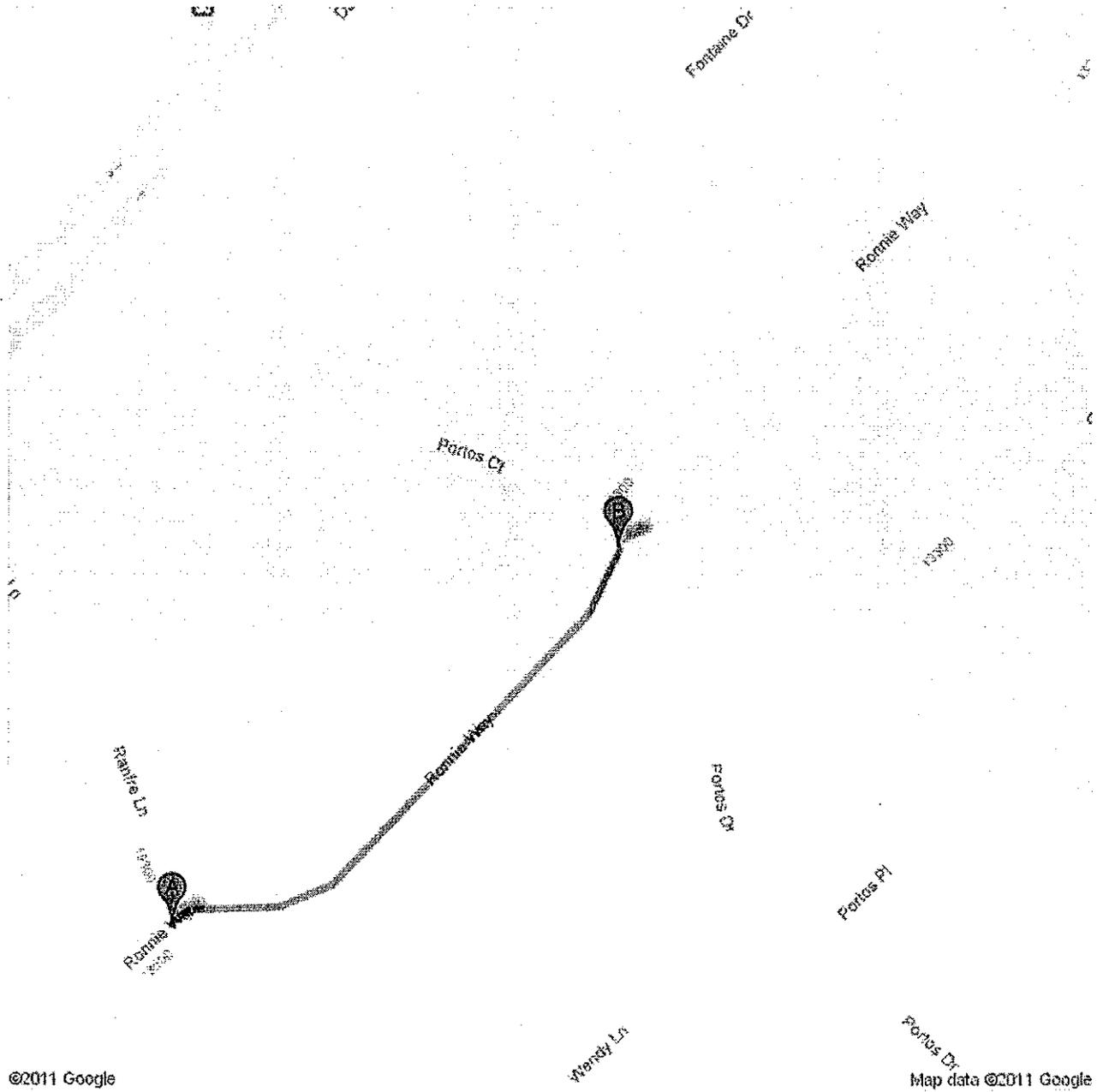
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Saratoga map data ©2011 Google



Directions to Ronnie Way  
0.1 mi

**Save trees. Go green!**  
Download Google Maps on your phone at [google.com/gmm](http://google.com/gmm)



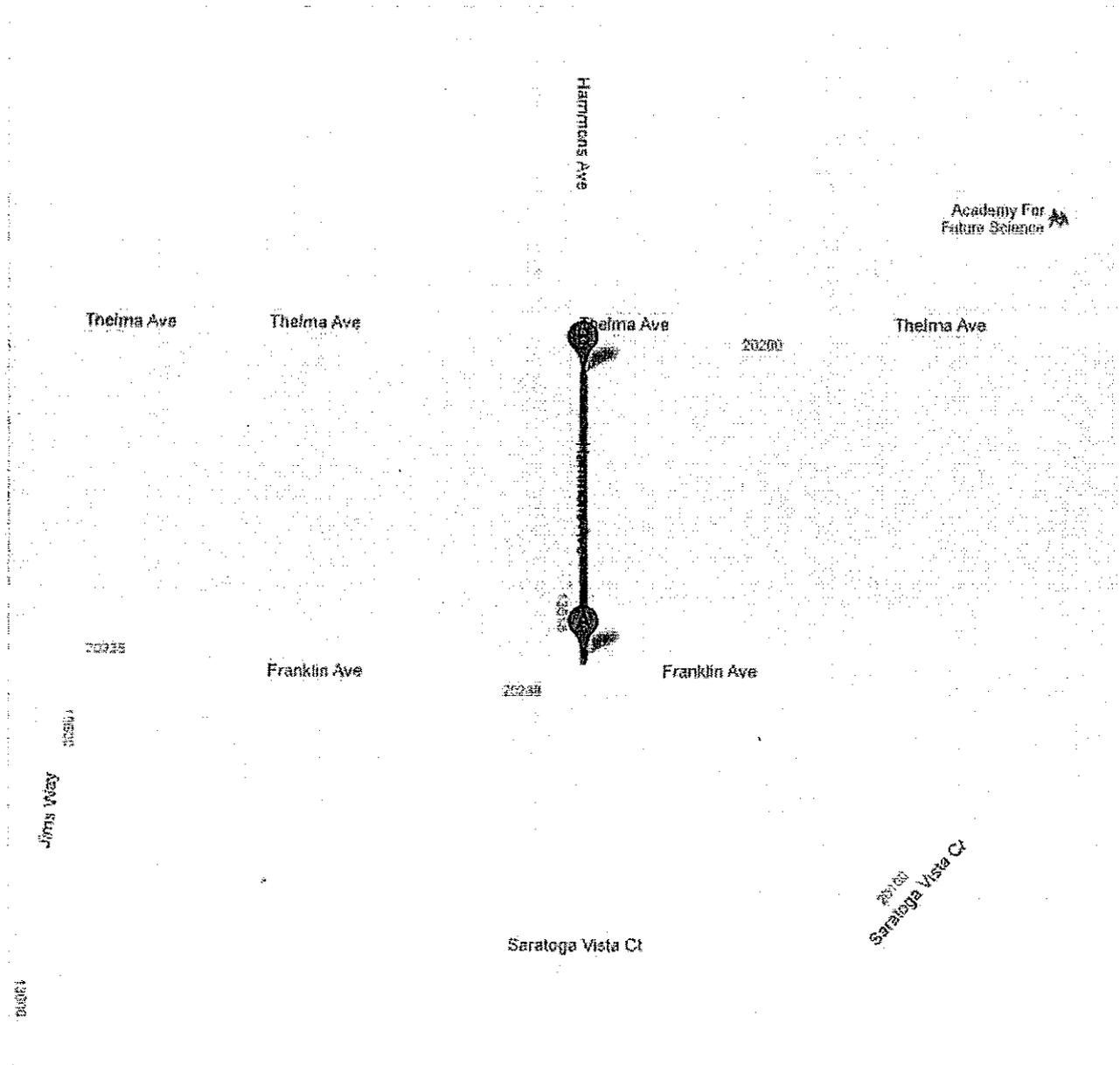
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Directions to Hammons Ave  
282 ft

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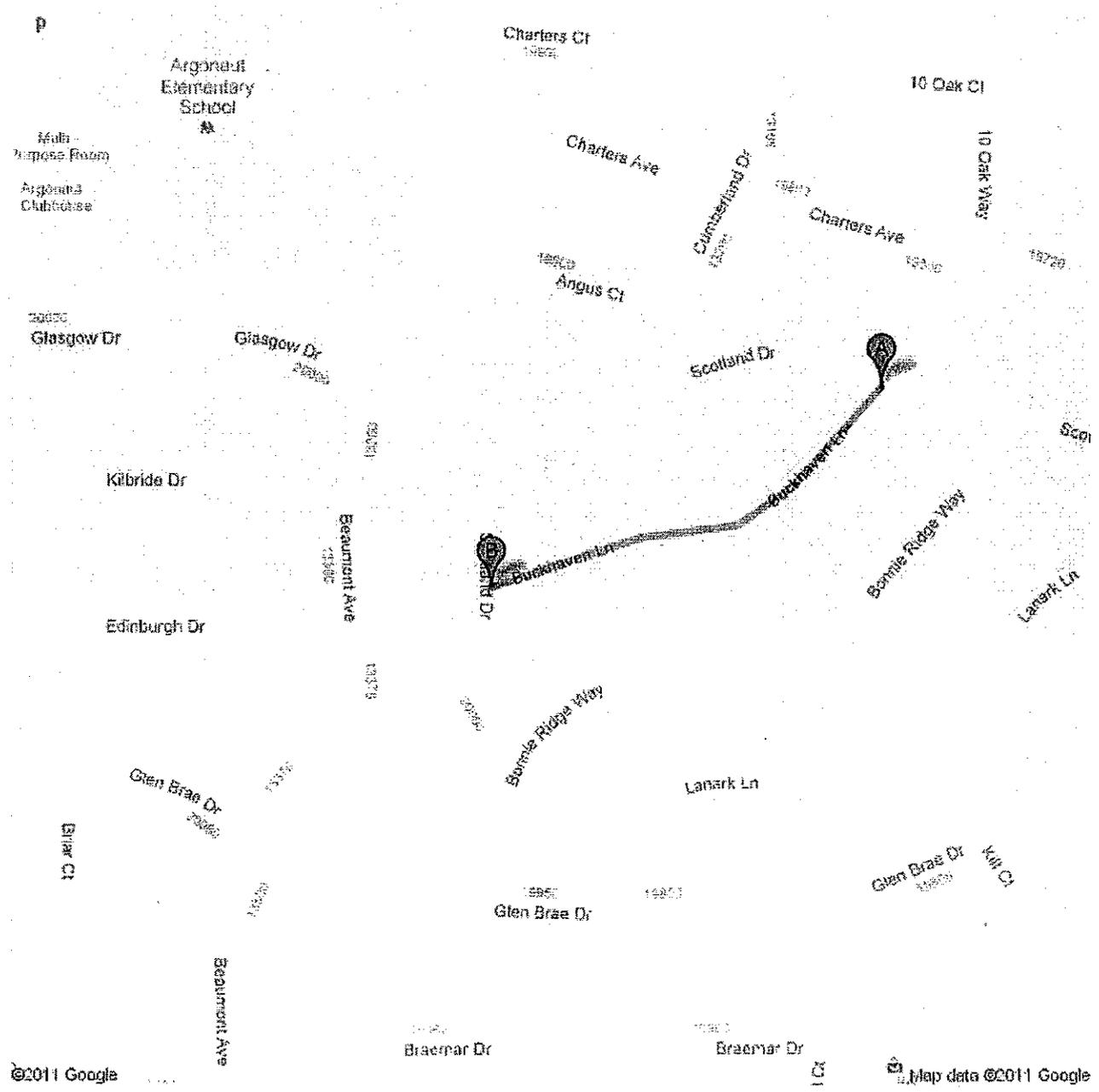
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Directions to Buckhaven Ln  
0.2 mi

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Directions to Prospect Rd  
0.1 mi

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